

**Contract Requirements**  
**and Technical Specifications**

**Roof Replacement and HVAC Renovations**

**At The**

**Lackawanna County Children's Library**

**520 Vine Street**

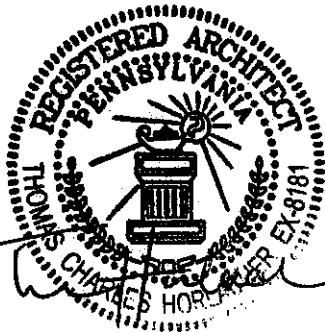
**Scranton, PA 18509**

**A Member of the**  
**Lackawanna County Library System**

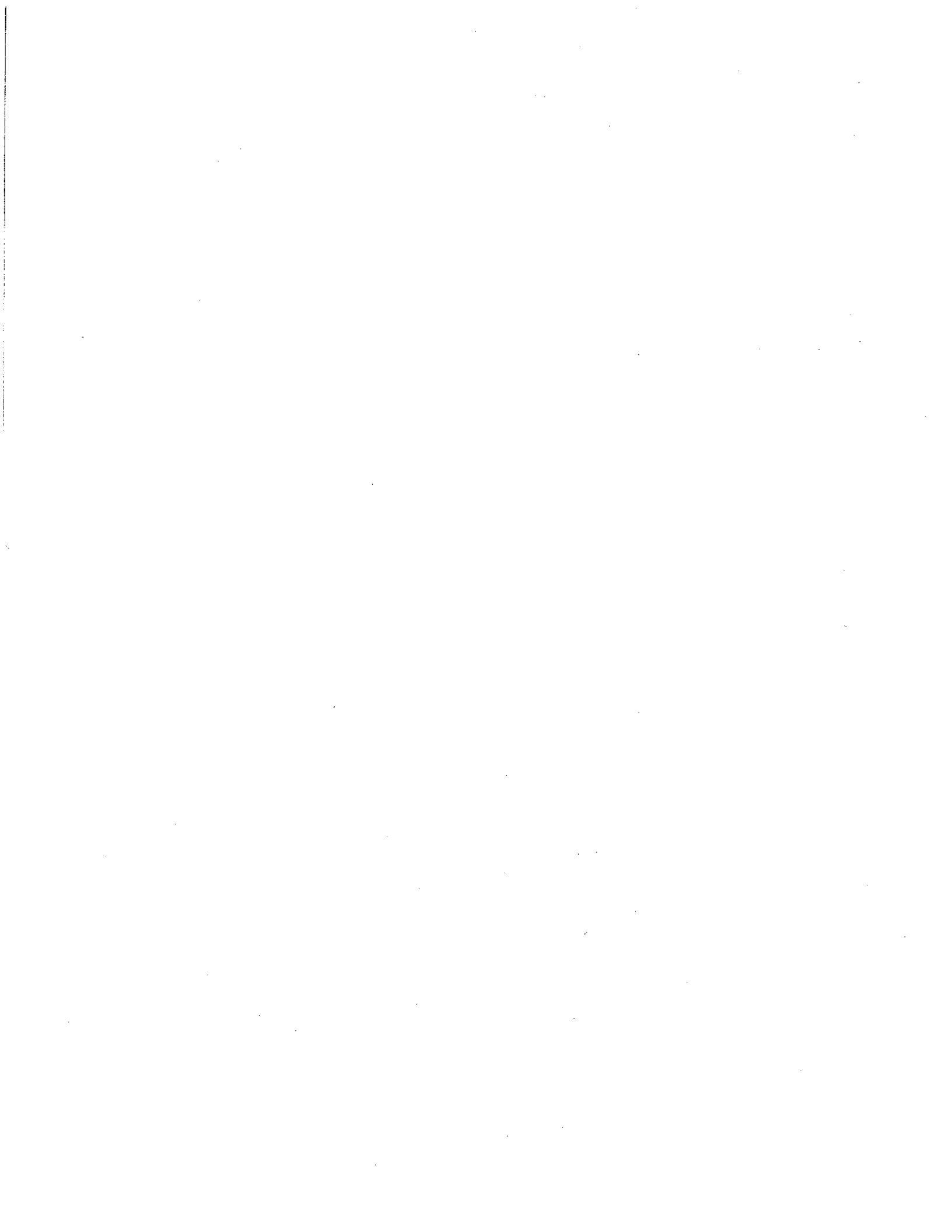
This project is supported, in part, through a grant with the Office of Commonwealth Libraries, Pennsylvania Department of Education, with funds provided from the Keystone Recreation, Park and Conservation Fund.

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**June 1, 2015**



**Roof Replacement and HVAC Renovations  
at the  
Lackawanna County Children's Library  
520 Vine Street, Scranton, PA 18509**

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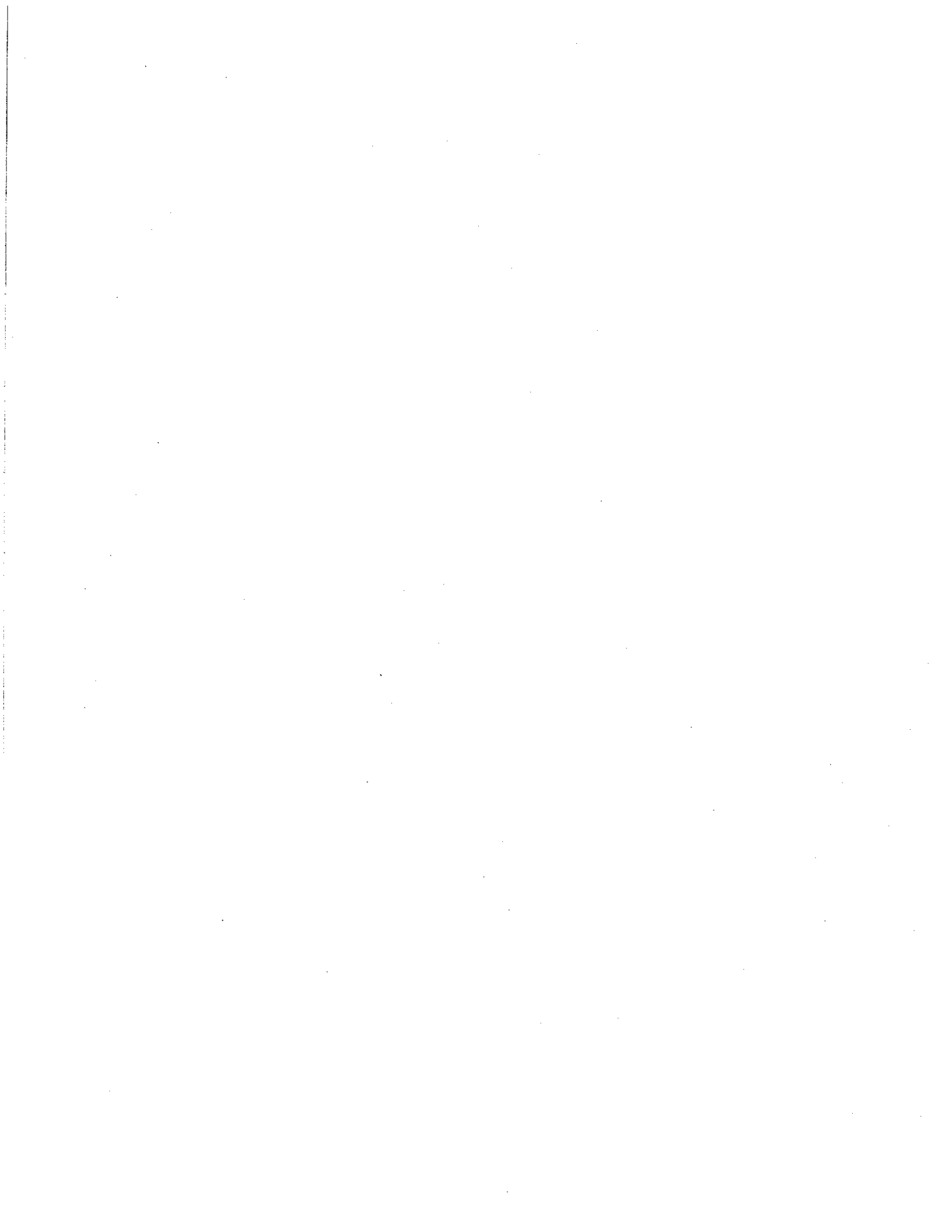
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# **GENERAL AND PROJECT INFORMATION**



**Lackawanna County Board of Commissioners  
Request for Sealed Bids on the Following Items:  
Roof Replacement and HVAC Renovations  
at the  
Lackawanna County Children's Library  
520 Vine Street, Scranton, PA 18509**

**INVITATION TO BID  
LACKAWANNA COUNTY**

For the Lackawanna County Board of Commissioners in accordance with specification and requirements on file and available for pick up at the non-refundable cost of \$25.00/set at Steamtown Blueprint and Copy Center, 308 Penn Avenue, Scranton, PA 18503. Bid Documents may be obtained between 9:00 AM and 4:00 PM daily beginning Monday, August 10, 2015. A bid bond, certified check or cash in the amount of 10% of the bid amount is required to be submitted with each bid as a guarantee of the bidder's willingness to execute the contract if awarded the same. Checks are to be payable to "Steamtown Blueprint and Copy Center".

Bid Envelopes are to be sealed and plainly marked with the Project name and Bid ID and the 10% binder along with all other pertinent information. All bids must be received by the Lackawanna County Controller, 135 Jefferson Avenue, Lower Level, Scranton, PA 18503 no later than 11:00 AM on Thursday, September 10, 2015. Bid Opening will be 2:00 PM, Thursday, September 10, 2015, in the Commissioners' Conference Room, 6<sup>th</sup> Floor, Administration Building, 200 Adams Avenue, Scranton, PA 18503.

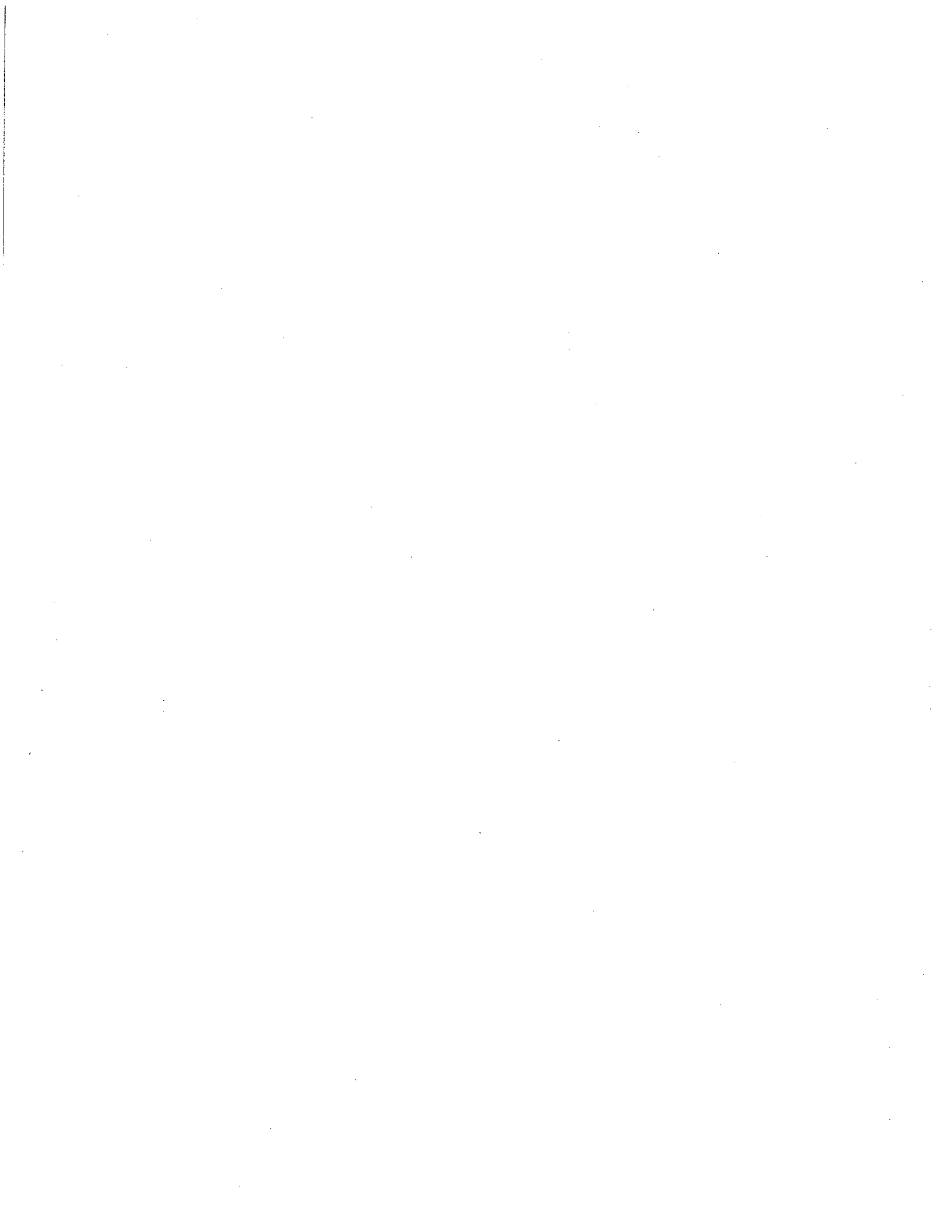
The work of this project shall be accomplished under separate Prime General Construction and HVAC Construction Contracts. The general construction work includes, but is not limited to, removal of approximately 4,900 S.F. of existing EPDM and built up roof systems and installation of new, removal of a small quantity of existing asphalt shingles and installation of new, installation of new metal coping and miscellaneous flashing/sheet metal. The HVAC construction work includes, but is not limited to, replacement of existing air conditioning systems mechanical equipment. One Hundred Twenty (120) calendar days has been established as the Construction Period for these projects.

A **Mandatory** Pre-Bid Conference will be held at the project site, Lackawanna County Children's Library, 520 Vine Street, Scranton, PA 18509 at 2:00 PM on Monday, August 24, 2015. A Bid received from any firm not represented will not be considered.

The right to reject any and all bids is hereby reserved by Lackawanna County.

All questions should be directed to Thomas Horlacher, AIA at [tom\\_horlacher@comcast.net](mailto:tom_horlacher@comcast.net).

GARY DIBILEO  
County Controller





**Lackawanna County Board of Commissioners**  
**Request for Sealed Bids on the Following Items:**  
**Roof Replacement and HVAC Renovations**  
**at the**  
**Lackawanna County Children's Library**  
**520 Vine Street, Scranton, PA 18509**

**INSTRUCTIONS TO BIDDERS**

**BIDDER'S RESPONSIBILITY**

**Notice to potential bidders.**

Lackawanna County will not accept or read bids received from an Individual or Business that are currently in litigation against Lackawanna County.

1. A. Each Bidder shall become thoroughly familiar with all of the solicitation and bidding documents and forms, including but not limited to the Bid Form, the Instructions to Bidders, the Attachments to the Instructions to Bidders, the Non-Collusion Affidavit, the General Conditions of the Contract, Prevailing Minimum Wage Predetermination when applicable, the Specifications, as the Bidder will be held responsible to fully comply therewith. Each Bidder shall become thoroughly familiar with the scope of work called for in the Specifications of all prime contracts as they may affect the work required in the contract.
2. The Bidder is required to examine carefully in detail the Contract Documents and all other matters pertinent to the work contemplated. The Bidder will be conclusively presumed to be satisfied as to the conditions set forth in the Contract and Specifications. No allowance or contract adjustment will be made for the lack of such information on the part of the Bidder.
3. Should concealed conditions be encountered which are (1) unknown at or prior to the date of Bid, and (2) not reflected in the information or data provided to or reviewed by Bidder and are of a nature which are not inferable from such information or data, and (3) differ materially from those conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in this Project. The Architect shall be notified immediately.

4. A. Bidder shall ascertain all governmental, safety and utility requirements with respect to the Project, and shall base his/her bid prices on full compliance therewith. It is the responsibility of each Bidder before submitting a Bid, to (a) examine the Contract Documents, the Invitation-To-Bid, this Instructions to Bidders, Plans and Specifications, including all addenda and all documents that will form, compose or be included in the Contract Documents, thoroughly,

B. Consider federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the work.

C. Study and carefully correlate Bidder's observations with the Contract Documents, and (e) notify the Project manager of all conflicts, errors or discrepancies in the Contract Documents.

#### RECEIPT OF BIDS

5. Separate bids will be publicly opened and read aloud for the contract

6. A. Sealed bids using the Bid Form provided shall be addressed to and deposited with Lackawanna County, and will be received by the Lackawanna County Controller, as stated in the Invitation to Bid. Bids will be publicly opened at the time and place described in the Invitation to Bid.

B. The bid shall be submitted in a sealed envelope, containing the Bid, the Bid Bond or other form of acceptable security, the Qualifications Questionnaire, if requested, the Non-Collusion Affidavit, and the Certificate of Authority for out-of-state contractors only and plainly marked with the words "BID FOR ROOF REPLACEMENT AND HVAC RENOVATIONS AT THE LACKAWANNA COUNTY CHILDREN'S LIBRARY" on the outside of the envelope.

C. The Bidder shall state in the Bid the Lump Sum Price for the Work. All prices shall be stated in writing as well as in figures. In the event of discrepancy, the written price shall govern.

7. The officer or other designated representative of the Owner whose duty it is to open them will decide when the specified time has arrived, and no bids received thereafter will be considered. No responsibility will be attached to any officer for the premature opening of a bid not properly addressed and identified.

8. Telegraphic bids and bids submitted via facsimile transmission will not be considered, but withdrawals by telegrams and facsimiles of bids already submitted will be accepted if received prior to the time set for opening.

D. The term "Contractor" means the successful Bidder on the work shown and described in the Specifications and mentioned as such in the Agreement executed with the Owner.

E. The term "Work" of the contractor includes labor or materials, or both.

#### CERTIFICATES OF AUTHORITY: OUT-OF-STATE CONTRACTORS

9.. As a precondition to the reading and acceptance of any Bid tendered by any corporation not incorporated or registered in the Commonwealth of Pennsylvania, a Certificate of Authority or, if a Certificate has neither been issued or denied, the application for the Certificate shall be attached to the Bid.

10.. This Certificate of Authority shall be issued by the Department of State, Commonwealth of Pennsylvania, pursuant to the provisions of Section 4121 of the Business Corporation Law of 1988 (15 Pa. C.S., 4121) of the Commonwealth of Pennsylvania.

11. Failure to attach said Certificate of Authority, or the application, to his Bid or the failure to provide a Certificate upon the issuance by the Owner of the notice of award shall constitute a failure of a condition subsequent and shall be judged as sufficient cause to reject the Bid of any Foreign Business Corporation as defined by the above-mentioned Act, and the Owner may award to the next lowest responsible and responsive Bidder.

12. A. No oral explanation or interpretation with regard to the meaning of the Specifications and no oral instruction or purported authorization with regard to a substitution given or provided at the Pre-bid Conference if required, in meetings, during phone conversations, or otherwise before the award of the contract is in any fashion binding upon the Owner.

B. Whenever a material, article or piece of equipment is identified on the Specifications by reference to manufacturers' or vendors' names, trade names, catalog numbers or the like, it is so identified for

the purpose of establishing a standard, and any material, article, or piece of equipment of other manufacturers or vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or piece of equipment so proposed is, in the opinion of the Project Manager, of equal substance, appearance and function. The Bidders shall not base their bid on any material, article, or piece of equipment of other manufacturers or vendors without the Project Managers advance written approval of the substitution. The procedure for securing approval of an "equal" following the award of contracts will be governed by the General Conditions.

13. Discrepancies, omissions or doubts as to the meaning of Specifications, the permissibility of a substitution, or any other provision of the Contract Documents should be communicated, in writing by regular mail, overnight courier, or facsimile transmission, to the Project Manager for explanation, interpretation, or approval of a substitution. Bidders should act promptly and allow sufficient time for reply to reach them before the submission of their bids.

14. Any explanation, interpretation, or approval of a substitution given will be in the form of an addendum to the Specifications, which will be forwarded to all Bidders, and its receipt by the Bidders must be acknowledged on the Bid Form. Addenda will not be issued to subcontractors or suppliers.

15. No substitutions will be considered prior to the receipt of Bids.

#### PREPARATION AND SUBMISSION OF BIDS

16. The Bidder is required to bid on all alternates or on all items called for in the Bid Form. If an alternate price called for does not involve a change in price, the Bidder shall so indicate by writing "No Change", "None", "Zero", "0", "No cost", "N/A" or the equivalent of any of these entries in the space provided. The awarded will be made on the basis of lowest qualified bid. This will be derived by evaluating Base Bid and any combination of applicable Add and/or Deduct alternates selected by the Owner. The failure to fill out the Bid Form completely and as required to make the Bid responsive shall result in the rejection of the Bid.

17. The Bidder is required to provide information or to make the appropriate entry for each unit price called for on the Bid Form. The failure to fill out the Bid Form completely and as required to make the Bid responsive shall result in the rejection of the Bid.
18. The Bid and all of the rights or interests there under may not be assigned without the written consent of the Owner.
19. All unsigned bids and bids that are not completely and properly executed as required to make the Bid responsive shall be rejected. Each Bid Form must include the full business address of the Bidder and must be signed by the required individual or individuals, using their usual signatures. Bids containing any conditions, omissions, unexplained erasures, or alterations, or items not called for in the bid, or irregularities of any kind, that make the bid non-responsive shall be rejected by the Owner. Erasures or other changes in a Bid that do not make the Bid non-responsive must be explained or noted over the signature of the Bidder.
20. The failure to submit all required documents and materials with the Bid on the form provided, including but not limited to the Non-Collusion Affidavit, the Bid Bond or other acceptable form of Bid Security, the Qualifications Questionnaire, and a copy of the Certificate of Authority or pending Application (out-of-state corporations only) shall result in the rejection of the Bid.
21. A. Bids by partnerships must furnish the full name of all partners, and must be signed in the partnership name by an authorized member of the partnership or by an authorized representative, followed by the signature and designation of the person signing, executed by all of the partners.
- B. Bids by corporations must be signed with the legal name of the corporation, followed by the name of the State of incorporation, by the signature and designation of the president, secretary, or other person authorized to bind it in the matter, and sealed with the corporate seal of the corporation. The name of each person signing shall also be typed or printed below the signature.
- C. A Bid by a person who affixes to his signature the word "President," "Secretary," "Agent," or other designation must be accompanied by a disclosure of the individual's principal, and may be held to be the bid of the individual signing or the undisclosed principal or both at the option of the Owner. A Bid that does not disclose the identity of the principal shall be rejected.

D. Upon the issuance of a letter advising a corporate Bidder that it is the apparent awardee, a duly authenticated copy of a corporate resolution or other satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished within the period of time provided in the Contract Documents.

22. Each Bid, with the required Bid Security, and all submittals required in connection with the bid, shall be enclosed in a sealed, opaque envelope, which shall be marked and addressed as required by these "Instructions to Bidders."

#### FORMS ENCLOSED AND REQUIRED

23. A. The copies of the Advertisement, Notice to Bid, Bid Form, Non-Collusion Affidavit, Form of Bid Bond, Form of Owner-Contractor Agreement, Form of Performance Bond, and Form of Payment Bond, the General Conditions, General Requirements and Specifications, the Qualifications Questionnaire, the Attachments to these Instructions, and all other documents that constitute the Bid Documents are incorporated in these Instructions to Bidders by reference and are made a part hereof to the same extent as though fully set forth herein.

B. In addition to the submittals required at the time of Bidding, including those set forth in Paragraph 19 of these Instructions to Bidders, additional submittals are required to be submitted in accordance with the requirements of Paragraph 37 and promptly after the Bidder is notified that it is the apparent awardee, including (1) insurance certificates, (2) performance and payment bonds, (3) the executed Agreement, (4) the corporate resolution (required of all corporate awardees), and (5) the certificate of authority (for an out-of-state corporation and if only a pending application was submitted with the bid), all as preconditions to an actual award.

#### BID SECURITY

24. Each bid shall be accompanied by a bid guarantee of not less than ten (10%) percent of the amount of each Base Bid, which guarantee may be in the form of a certified check, bank cashier's check, trust company

treasurer's check, bid security on the form enclosed and furnished by the Owner, or other form of security permitted by applicable law, made payable to the Owner.

25. Such bid bond or check shall be submitted with the understanding that it shall guarantee that the Bidder will not withdraw the Bid during the period provided for awarding of contract as provided by applicable law. It is understood and agreed that the Bid Security will be forfeited to and retained by the Owner as liquidated damages if the Bidder shall fail to furnish the documents and additional submittals required in accordance with Paragraph 24 of these Instructions to Bidders within the time permitted.

26. Bid Security shall be returned to all, except the three lowest Bidders within three days after the formal opening of bids. The Bid Security will be returned to the three lowest Bidders within forty-eight (48) hours after the Owner and the accepted Bidder have executed all documents required by the Contract Documents.

27. If the required award of contract has not been made in accordance with the time permitted by applicable law, or should the Owner fail to make an award on this project through no fault or failure on the part of the Bidder, then the Bid Security of any Bidder will be returned upon request.

#### WITHDRAWAL OF BIDS

28. A. A Bid may be withdrawn on written request sent by telegraphic means or facsimile transmission and received from the Bidder prior to the time fixed for bid opening. Mistakes or errors on the part of the Bidders in preparing the bid confers no automatic right for the withdrawal of the bid after the time set for opening. No bid shall be withdrawn during the period provided for awarding of contract except as provided by applicable law, including the Bid Withdrawal Act.

B. No Bidder may withdraw his bid for a period of sixty (60) days after the date set for the opening of bids. If the award is delayed by a required approval of another government agency, the sale of bonds, or the award of a grant or grants, the period during which no Bidder may withdraw the Bid is extended to one hundred and twenty (120) days of the date of bid opening.

#### REJECTION OF BIDS

29. The Owner reserves the right to reject any and all bids that are non-responsive, and to reject a bid of a Bidder who is not a responsible contractor in accordance with applicable law. The Owner reserves the right

(1) to waive any irregularities or informalities in any bid that do not cause the Bid to be non-responsive, (2) to reject any or all bids, or part thereof, or items therein and (3) to award to the Bidder whose bid is in the best interests of the Owner.

30. A. Each Bidder shall submit with his Bid evidence of his experience, qualifications and financial ability to carry out the terms of the contract in the form of a completed Bidder's Qualifications Questionnaire and to provide additional information thereafter as requested by the Owner.

B. The Bidder's Qualifications Questionnaire submitted at the time of bidding, must contain complete answers to questions concerning the Bidder's capability, its financial integrity, and its past conduct.

C. The Owner may make such investigations as it deems necessary to evaluate the Bidder's answers to the questionnaires and submissions and as it deems necessary to determine the ability of the Bidder to perform the Work and the Bidder's responsibility generally. The Bidder must furnish to the Owner all information and data as may be requested by Owner after the submission of the Bid.

D. The Owner reserves the right to reject any Bid from a Bidder that is not responsible in accordance with applicable law. Evidence of the failure of the Bidder to properly respond after the submission of its Bid to a request from Owner for additional information, documents and data, may be considered by Owner in determining the Bidder's responsibility.

#### CONTRACT DOCUMENTS

31. The Contract Documents consist of the Advertisement, Notice to Bid, the Bid Form, these Instructions to Bidders, the Attachments to these Instructions, the Non-Collusion Affidavit, the Bid Bond or Bid Security, the Owner-Contractor Agreement, the Performance Bond, the Payment Bond, the General Conditions, General Requirements, Technical Specifications, the Prevailing Wage determination, the Qualifications Questionnaire, all Addenda and Bulletins, the certificate of authority submitted by foreign corporations, the corporate resolution required of the corporate bid awardees, insurance certificates, and other documents and submittals required to be made. The Contract Documents that require execution by the Bidder must be fully completed and executed by him.



33. The Owner-Contractor Agreement shall be signed by the Owner and Contractor in four originals. The signature pages for the Contract Documents may at the option of the Owner be executed in counterparts by the Owner and Contractor.

34. The Specifications, whether taken separately or together, are to be interpreted according to their full intent, meaning and spirit, and shall be deemed to explain mutually each other, and to be descriptive of the work to be done under this contract. Should any discrepancy or inconsistency appear in the Specifications, such discrepancy or inconsistency shall be called to the attention of the Project Manager in accordance with the provisions of Paragraph 13 of these Instructions. Should the Bidder thereafter awarded the contract fail to call attention to any such discrepancy or inconsistency, then no adjustment in the contract sum shall be allowed.

#### AWARD OF CONTRACT

35. The contract shall be awarded to the lowest responsive and responsible Bidder, provided his bid is reasonable and responsive to the Invitation to Bid and provided further that it is to the best interest of the Owner to accept it. The Owner at all times prior to the award of a contract retains its right to reject all bids for all prime contracts being bid and to reject some of prime contracts while awarding others.

36. Upon seven (7) days notice from the Owner of the intention to award the contract, the Bidder shall furnish to the Owner properly executed (1) Performance and Payment Bonds in the form included in the Contract Documents, (2) insurance certificates evidencing insurance of the required types and in the required amounts, (3) the executed Owner-Contractor Agreement, (4) a corporate resolution (for corporate bidders), and (5) a certificate of authority for out-of-state corporation that only submitted a pending application with its bid. Upon the failure of the Bidder to execute and provide the required documents within the time provided, the notice of intention may at the sole option of the Owner be withdrawn and the Bid Security of the Bidder shall be forfeited, and the Bidder shall be liable to the Owner for the full amount of the Bid Security.

37. The Bidder shall furnish a Performance Bond and a Payment Bond, each in triplicate, in the forms incorporated in these contract bidding documents in penal sums equal to one hundred (100%) percent of the contract amount. Such bonds shall be executed by the Bidder and a corporate surety company acceptable to

the Owner and licensed to transact such business in Pennsylvania and shall comply with applicable law. All bonds signed by an agent must be accompanied by a certified copy of the authority of the agent to act. The bonds shall remain in effect for a period commencing prior to the commencement of Contractor's Work and ending one (1) year after Final Completion. The premium on all such bonds shall be paid by the contractor.

39. The insurance certificates furnished by the Bidder shall be in a form satisfactory to the Owner, in an amount and of such types and kinds as to satisfy the requirements of the Contract Documents.

COMPLETION DATE

40. The Contractor shall complete the Work under its Agreement with the Owner in a timely manner. All work shall be fully completed on or before the date established by the Owner-Contractor Agreement.

NOTICES OF INTENTION TO AWARD

41. After the receipt of Bids, and within the time permitted by applicable law, the Owner will issue a Notice of Intention to Award, upon which the Bidder and apparent awardee will submit to the Owner in a timely fashion the documents and materials required by these Instructions to Bidders.

NOTICE TO PROCEED

42. A. After the Bidder's submission of the documents and materials required by these Instructions to Bidders, including the executed Owner-Contractor Agreement, and within thirty (30) days thereof, the Owner will issue or cause to be issued, a Notice to Proceed, provided, however, that for good cause and without an extension or postponement of the completion date set forth in the Owner-Contractor Agreement, the Owner may defer issuance of the notice to proceed for an additional thirty (30) days.

EMPLOYEE BACKGROUND CHECK

43. All Bidders are advised that the Owner reserves the right to require employee background checks. The reasonable, ordinary and necessary expense of payments to outside vendors for any such background checks shall be borne by the Contractor.

- End of Instructions to Bidders -

**Lackawanna County Children's Library  
520 Vine Street, Scranton, PA 18509**

**GENERAL SPECIFICATIONS  
GENERAL CONDITIONS  
PART I**

101. DEFINITIONS

Whenever used in any of the Contract Documents, the following meanings shall be given to the terms herein defined:

- A. The term "Contract" means the contract executed by the Owner and the Contractor, of which these GENERAL CONDITIONS, PARTS I, II, AND III form a part.
- B. The term "Owner" means the County of Lackawanna which is authorized to undertake this Contract.
- C. The term "Contractor" means the person, firm or corporation entering into the Contract with Owner to construct and install the Improvements embraced in this Contract.
- D. The term "Project Area" means the Lackawanna County Children's Library, 520 Vine Street, Scranton, PA.
- E. The term "Engineer", "Architect", or "Landscape Architect" is intended to make reference to the Professional of Record for this project. In this case, the Professional of Record providing the Owner with architectural services is Thomas Horlacher, A.I.A..
- F. The term "Local Government" means the City (town, borough, or political subdivision) within which the Project area is situated.
- G. The term "Contract Documents" means and shall include the following: Executed Agreement, Performance Bond, Labor and Materialmen's Bond, Maintenance Bond, Addenda (if any), the Specification Book, the Invitation for Bids, the Instruction to Bidders, the signed copy of the Bid, the Bid Proposal, the General Specifications General Conditions Part I, the General Conditions Part II, State Requirements, the General Specifications Special Conditions for Site Preparation Part III, Supplemental Conditions, the Technical Specifications, the Drawings (as listed in the Schedule of Drawings), the Resolution awarding the Bid, the Notice to Proceed, Part II – Terms and Conditions, and Modifications to the Agreement issued.

Conditions, and all Modifications to the Agreement issued subsequent thereto and all of the documents enumerated or referred to in the Agreement.

- H. The term "Drawings" means the drawings listed in the Schedule of Drawings.
- I. The term "Technical Specifications" means that part of the Contract Documents which describes outlines and stipulates: the quality of the materials to be furnished; the quality of workmanship required; and the methods to be used in carrying out the construction work to be performed under this Contract.
- J. The term "Addendum" or "Addenda" means any changes, revisions or clarification's of the Contract Documents which have been duly issued by the Owner to prospective bidders prior to the time of receiving bids.

## **102. SUPERINTENDENCE BY CONTRACTOR**

At the site of the work the Contractor shall provide a superintendent or foreman who shall have full authority to act for the Contractor, except where the Contractor is an individual and gives his personal superintendence to the work. It is understood that such representative shall be acceptable to the Engineer. The Contractor shall also provide an adequate staff for the proper coordination and expediting of his work.

## **103. SUBCONTRACTS**

- A. The Contractor shall not award any work to any subcontractor until each has completed and submitted a Non-Collusion Affidavit and a Certification by Proposed Subcontractor Regarding Equal Employment Opportunity to the Contractor. It shall also be the responsibility their eligibility in written contracts containing Federal Labor Standards Provisions.
- B. Should any subcontractor be found ineligible after award of a contract, its contract shall be terminated.
- C. The Contractor shall be as fully responsible to the Owner for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
- D. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to require compliance by each subcontractor with the applicable provisions of the Contract for the Improvements embraced in the Site Preparation.
- E. Nothing contained in the Contract shall create any contractual relation between any subcontractor and the Owner.

#### **104. SEPARATE CONTRACTS**

The Owner may award, or may have awarded other contracts for additional work, and the Contractor shall coordinate his operations with those of other Contractors. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor as scheduled.

#### **105. FITTING AND COORDINATION OF THE WORK**

The Contractor shall be responsible for the proper fitting of all work and for the coordination of the operations of all trades, subcontractors or materialmen engaged upon this Contract. He shall be prepared to guarantee to each of his subcontractors the locations and measurements which they may require for the fitting of their work to all surrounding work.

#### **106. MUTUAL RESPONSIBILITY OF CONTRACTORS**

If, through acts of neglect on the part of the Contractor, any other Contractor or any subcontractor shall suffer loss or damage on the work, the Contractor shall settle with such other Contractor or subcontractor by agreement or arbitration, if such other Contractor or Subcontractor shall assert any so settle. If such other Contractor or Subcontractor shall assert any claim against the Owner on account of any damage alleged to have been so sustained, the Owner will notify this Contractor, who shall defend at his own expense any suit based upon such claim, and, the Contractor shall pay or satisfy such judgment or claim and pay all costs and expenses in connection therewith.

#### **107. CONSTRUCTION SCHEDULE**

Immediately after execution and delivery of the Contract, the Contractor shall submit to the Owner an estimated construction progress schedule, showing the proposed dates of commencement and completion of each of the various sections of work required under the Contract, the anticipated amount of each monthly payment to become due to the Contractor and the accumulated percent of progress each month.

#### **108. PAYMENTS TO CONTRACTOR**

##### **A. Partial Payments**

The Contractor shall prepare his requisition for partial payment as of the last day of the month and submit it, with the required number of copies, to the Engineer for his approval. The amount of the payment due the Contractor shall be determined by adding to the total value of work completed to date, the value of materials properly stored on the site and deducting (1) ten percent (10%) of the total amount, to be retained until final payment and (2) the amount of all previous payments. If the Contract is for a lump sum, the total value of work completed to date on each item and the unit prices and adjusted

in accordance with the value of work completed to date on approved change orders.

**B. Final Payment**

- (1) After final inspection and acceptance by the Owner of all work under the Contract, the Contractor shall prepare his requisition for final payment which shall be based upon the carefully measured or computed quantity of each item of work at the applicable unit prices stipulated in the Agreement. The total amount of the final payment due the Contractor under the Contract shall be amount computed as described above less all previous payments. Final payment to the Contractor shall be made subject to his furnishing the Owner with a release in satisfactory form of all claims against the Owner arising under and by virtue of his contract, other than such claims, if any, as may be specifically excepted by the Contractor from the operation of the release as provided under the section entitled "Disputes" under General Conditions, Part I.
- (2) The Owner, before paying the final estimate, may require the Contractor to furnish releases or receipts from all subcontractors having performed any work and all persons having supplied materials, equipment (installed on the Project) and services to the Contractor, if the Owner deems the same necessary in order to protect its interest. The Owner, however, may if it deems such action advisable make payment in part or in full to the Contractor without requiring the furnishing of such releases or receipts and any payments so made shall in no way impair the obligations of any surety or sureties furnished under the Contract.
- (3) Withholding of any amount due the Owner under the Section entitled "Liquidated Damages" under Special Conditions, Part III, shall be deducted from the final payment due the Contractor.

**C. Withholding Payments**

The Owner may from any payment otherwise due the Contractor so much as may be necessary to protect the Owner and if it so elects may also withhold any amounts due from the Contractor to any subcontractors or material dealers, for work performed or material furnished by them. The forgoing provisions shall be construed solely for the benefit of the Owner and will not require the Owner to determine or adjust any claims or disputes between the Contractor and his subcontractors or material dealers, or to withhold any moneys for their protection unless the Owner elects to do so. The failure or refusal of the Owner to withhold any moneys from the Contractor shall in no wise impair the obligations of any surety or sureties under any bond or bonds furnished under this Contract.

**D. Payments Subject to Submission of Certificates**

Each payment to the Contractor by the Owner shall be made subject to submission by the Contractor of all written certifications required of him and his subcontractors by the Section entitled "Contractor's Certificates" under General Conditions, Part I.

**109. CHANGES IN THE WORK**

- A. The Owner may make changes in the scope of the work required to be performed by the Contractor under the Contract or by making additions thereto, or by omitting work therefrom, without invalidating the Contract, and without relieving or releasing the Contractor from any of his obligations under the contract or any guarantee given by him pursuant to the Contract provisions, and without affecting the validity of the guaranty bonds, and without relieving or releasing the surety or sureties of said bonds. All such work shall be executed under the terms of the original Contract unless it is expressly provided otherwise.
- B. Except for the purpose of affording protection against any emergency endangering life or property, the Contractor shall make no change in the materials used or in the specified manner of constructing and/or installing the improvements or supply additional labor, services or materials beyond that actually required for the execution of the Contract, unless in pursuance of a written order from the Owner authorizing the Contractor to proceed with the change. No claim for an adjustment of the Contract Price will be valid unless so ordered.
- C. If applicable unit prices are contained in the Agreement (established as a result of either a unit price bid or a Supplemental Schedule of Unit Prices) the Owner may order the Contractor to proceed with desired changes in the work, the value of such changes to be determined by the measured quantities involved and the applicable unit prices specified in the Contract; provided that in case of a unit price contract the net value of all changes does not increase or decrease the original total amount shown in Agreement by more than twenty-five percent (25%) in accordance with the section entitled "Unit Prices" under Instructions to Bidders.
- D. If applicable unit prices are not contained in the Agreement or if the total net change increases or decreases the total Contract Price more than twenty-five percent (25%) the Owner shall, before ordering the Contractor to proceed with desired changes, request an itemized proposal from him covering the work involved in the change after which the procedure shall be as follows:
- (1) If the proposal is acceptable, the Owner will prepare the change order in accordance therewith for acceptance by the Contractor and the Owner.

- (2) If the proposal is not acceptable and prompt agreement between the two parties cannot be reached, the Owner may order the Contractor to proceed with the work on a cost-plus-limited basis. A cost-plus-limited basis is defined as the net cost of the Contractor's labor, materials and insurance plus fifteen percent (15%) of said net cost to cover overhead and profit, the total cost not to exceed a specified limit.

E. Each change order shall include in its final form:

- (1) A detailed description of the change in the work.
- (2) The Contractor's proposal (if any) or a conformed copy thereof.
- (3) A definite statement as to the resulting change in the contract price and/or time.
- (4) The statement that all work involved in the change shall be performed in accordance with contract requirements except as modified by the change order.

#### 110. CLAIMS FOR EXTRA COST

- A. If the Contractor claims that any instructions by Drawings or otherwise involve extra cost or extension of time, he shall, within ten days after the receipt of such instructions, and in any event before proceeding to execute the work, submit his protest thereto in writing to the Owner, stating clearly and in detail the basis of his objections. No such claim will be considered unless so made.
- B. Claims for additional compensation for extra work, due to alleged errors in ground elevations, contour lines, or bench marks, will not be recognized unless accompanied by certified survey data, made prior to the time the original ground was disturbed, clearly showing that errors exist which resulted, or would result, in handling more material, or performing more work, than would be reasonable estimated from the Drawings and map issued.
- C. Any discrepancies which may be discovered between actual conditions and those represented by the Drawings and maps shall at once be reported to the Owner and work shall not proceed except at the Contractor's risk, until written instructions have been received by him from the Owner.
- D. If, on the basis of the available evidence, the Owner determines that an adjustment of the Contract Price and/or Time is justifiable, the procedure shall be as provided in section entitled "Changes in the Work" under General Conditions, Part I.



## 111. TERMINATION: DELAYS: AND LIQUIDATED DAMAGES

- A. **Termination of Contract.** If the Contractor refuses or fails to prosecute the work with such diligence as will insure its completion within the time specified in these Contract Documents, or as modified as provided in these Contract Documents, the Owner, by written notice to the Contractor, may terminate the Contractor's right to proceed with the work. Upon such termination, the Owner may take over the work and prosecute the same to completion, by contract or otherwise, and the Contractor and his sureties shall be liable to the Owner for liquidated damages for any delay in the completion of the work as provided below. If the Contractor's right to proceed is so terminated, the Owner may take possession of and utilize in completing the work such materials, tools, equipment, and plant as may be on the site of the work and necessary therefore.
- B. **Liquidated Damages for Delays.** If the work be not completed within the time stipulated in section entitled "Time for Completion" under Special Conditions, Part III, including any extensions of time for excusable delays as herein provided, the Contractor shall pay to the Owner as fixed, agreed, and liquidated damages (it being impossible to determine the actual damages occasioned by the delay) for each calendar day of delay, until the work is completed, the amount as set forth in section entitled "Liquidated Damages" under Special Conditions, Part III, and the Contractor and his sureties shall be liable to the Owner for the amount thereof.
- C. **Excusable Delays.** The right of the Contractor to proceed shall not be terminated nor shall the contractor be charged with liquidated damages for any delays in the completion of the work due:
- (1) To any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, National Defense, or any other national emergency;
  - (2) To any acts of the Owner;
  - (3) To causes not reasonably foreseeable by the parties to the Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or the public enemy, acts of another Contractor in the performance of some other contract with the Owner, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions; and
  - (4) To any delay of any subcontractor occasioned by any of the causes specified in subparagraphs (1), (2) and (3) of this paragraph "C".

Provided, however, that the Contractor promptly notify the Owner within ten (10) days in writing of the cause of the delay. Upon receipt of such notification the Owner shall ascertain the facts and the cause and extent of delay. If, upon the basis of the facts and the terms of this contract, the delay is properly excusable, the Owner shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

## **112. ASSIGNMENT OR NOVATION**

The Contractor shall not assign or transfer, whether by an assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this Contract without the written consent of the Owner; provided, however, that assignments to banks, trust companies, or other financial institutions may be made without the consent of the Owner. No assignment or novation of this Contract shall be valid unless the assignment or novation expressly provides that the assignment of any of the Contractor rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered, and materials, tools, and equipment supplied for the performance of the work under this Contract in favor of all persons, firms, or corporations rendering such labor or services or supplying such materials, tools, or equipment.

## **113. DISPUTES**

- A. All disputes arising under this Contract or its interpretation except those disputes covered by Federal Labor Standards Provisions, whether involving law or fact or both, or extra work, and all claims for alleged breach of contract shall within ten (10) days of commencement of the dispute be presented by the Contractor to the Owner for decision. All papers pertaining to claims shall be filed in quadruplicate. Such notice need not detail the amount of the claim but shall state the facts surrounding in the claim in sufficient detail to identify the claim, together with its character and scope. In the meantime the Contractor shall proceed with the work as directed. Any claim not presented within the time limit specified this paragraph shall be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within ten days of its commencement, the claim will be considered only for a period commencing ten (10) days prior to the receipt by the Owner of notice thereof.
- B. The Contractor shall submit in detail his claim and his proof thereof. Each decision by the governing body of the Owner will be in writing and will be mailed to the Contractor by registered mail, return receipt requested.
- C. If the Contractor does not agree with any decision of the Owner, he shall in no case allow the dispute to delay the work but shall notify the Owner promptly that he is proceeding with the work under protest and he may then except the matter in question from the final release.

#### 114. TECHNICAL SPECIFICATIONS AND DRAWINGS

Anything mentioned in the Technical Specifications and not shown on the drawings or shown on the Drawings and not mentioned in the Technical Specifications, shall be of like effect as if shown on or mentioned in both. In case of difference between Drawings and Technical Specification, the Technical Specifications shall govern. In case of any discrepancy in Drawings, or Technical Specifications, the matter shall be immediately submitted to the Owner, without whose decision, said discrepancy shall not be adjusted by the Contractor, save only at his own risk and expense.

#### 115. SHOP DRAWINGS

- A. All required show drawings, machinery details, layout drawings, etc., shall be submitted to the Engineer in six copies for approval sufficiently in advance or requirements to afford ample time for checking, including time for correcting, resubmitting and re-checking if necessary. The Contractor may proceed, only at his own risk, with manufacture or installation of any equipment or work covered by said show drawings, etc. until they are approved and no claim, by the Contractor, for extension of the contract time will be granted by reason of his failure in this respect.
- B. Any drawings submitted without the Contractor's stamp of approval will not be considered and will be returned to him for proper resubmission. If any drawings show variations from the requirements of the Contract because of standard shop practice or other reason, the Contractor shall make specific mention of such variation in his letter of transmittal in order that, if acceptable, suitable action may be taken for proper adjustment of contract price and/or time otherwise the Contractor will not be relieved of the responsibility for executing the work in accordance with the Contract even though the drawings have been approved.
- C. If a shop drawing is in accord with the contract or involves only a minor adjustment in the interest of the Owner not involving a change in contract price or time, the Engineer may approve the drawing. The approval shall be general, shall not relieve the Contractor, from his responsibility for adherence to the contract or for any error in the drawing and shall contain in substance the following:

**"The modification shown on the attached drawing is approved in the interest of the Owner to effect an improvement for the Project and is ordered with the understanding that it does not involve any change in the Contract Price or time; that it is subject generally to all Contract stipulation and covenants; and that it is without prejudice surety bond or bonds."**

## **116. REQUESTS FOR SUPPLEMENTARY INFORMATION**

It shall be the responsibility of the contractor to make timely requests of the Owner for any additional information not already in his possession which should be furnished by the Owner under the terms of this Contract, and which he will require in the planning and execution of the work. Such requests may be submitted from time to time as the need is approached, but each shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay. Each request shall be in writing, and list the various items and the latest date by which each will be required by the Contractor. The first list shall be submitted within two weeks after Contract award and shall be as complete as possible at that time. The Contractor shall, if requested, furnish promptly any assistance and information the Engineer may require in responding to these requests of the Contractor. The Contractor shall be fully responsible for any delay in his work or to others arising from his failure to comply fully with the provisions of this Section.

## **117. MATERIALS AND WORKMANSHIP**

- A. Unless otherwise specifically provided for in the Technical Specifications, all workmanship, equipment, materials and articles incorporated in the work shall be new and the best grade of the respective kinds for the purpose. Where equipment, materials, articles or workmanship are referred to in the Technical Specifications as "equal to" any particular standard, the Engineer shall decide the question of equality.
- B. The Contractor shall furnish to the Owner for approval the manufacturer's detailed specifications for all machinery, mechanical and other special equipment, which he contemplates installing together with full information as to type, performance characteristics, and all other pertinent information as required, and shall likewise submit for approval as required full information concerning all other materials or articles which he proposes to incorporate in the work (See section entitled "Samples, Certificates, and Tests" under General Conditions, Part I).
- C. Machinery, mechanical and other equipment, materials or articles installed or used without such prior approval shall be at the risk of subsequent rejection.
- D. Materials specified by reference to the number or symbol of specific standard, such as an A.S.T.M. Standard, a Federal Specification or other similar standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the Invitation for Bids, except as limited to type, class or grade, or modified in such reference. The standards referred to, except as modified in the Technical Specifications shall have full force and effect as though printed therein.
- E. The Owner may require the Contractor to dismiss from the work such employee or employees as the Owner or the Engineer may deem incompetent, or careless, or insubordinate.

## **118. SAMPLES, CERTIFICATES AND TESTS**

- A.** The Contractor shall submit all material or equipment samples, certificates, affidavits, etc., called for in the contract documents or required by the Engineer, promptly after award of the contract and acceptance of the Contractor's bond. No such material or equipment shall be manufactured or delivered to the site, except at the Contractor's own risk, until the required samples or certificates have been approved in writing by the Engineer. Any delay in the work caused by late or improper submission of samples or certificates for approval shall not be considered just cause for and extension of the contract time.
- B.** Each sample submitted by the Contractor shall carry a label giving the name of the Contractor, the project for which it is intended, and the name of the producer. The accompanying certificate or letter from the Contractor shall state that the sample complies with contract requirements, the name and brand of the product, its place of origin, the name and address of the producer and all specifications or other detailed information which will assist the Engineer in passing upon the acceptability of the sample promptly. It shall also include the statement that all materials and equipment for use in the project will be compliant with the samples and or certifies statements.
- C.** Approval of any materials shall be general only and shall not constitute a waiver of the Owner's right to demand full compliance with Contract requirements. After actual deliveries, the Engineer will have such check tests made as he deems necessary in each instance and may reject materials and equipment and accessories for cause, even though such materials and articles have been given general approval. If materials, equipment or accessories which fail to meet check tests have been incorporated in the work, the Engineer will have the right to cause their removal and replacement by proper materials or to demand and secure such reparation by the Contractor as is equitable.
- D.** Except as otherwise specifically stated in the Contract, the costs of sampling and testing will be divided as follows:
- (1)** The Contractor shall furnish without extra cost, including packing and delivery charges, all samples required for testing purposes, except those samples taken on the project by the Engineer;
  - (2)** The Contractor shall assume all costs of re-testing materials which fail to meet contract requirements;
  - (3)** The Contractor shall assume all costs of testing materials offered in substitution for those found deficient; and

- (4) The Owner will pay all other expenses.

#### 119. PERMITS AND CODES

- A. The Contractor shall give all notices required by and comply with all applicable laws, ordinances, and codes of the Local Government. All construction work and/or utility installations shall comply with all applicable ordinances, and codes including all written waivers. Before installing any work, the Contractor shall examine the Drawings and Technical Specifications for compliance with applicable ordinances and codes and shall immediately report any discrepancy to the Owner. Where the requirements of the Drawings and Technical Specifications fail to comply with such applicable ordinances or codes, the Owner will adjust the Contract by Change Order to conform to such ordinances or does (unless waivers in writing covering the difference have been granted by the governing body or department) and make appropriate adjustment in the Contract Price or stipulated unit prices.

Should the Contractor fail to observe the foregoing provisions and proceed with the construction and/or install any utility at variance with any applicable ordinance or code, including any written waivers (notwithstanding the fact that such installation is in compliance with the Drawings and Technical Specifications), the Contractor shall remove such work without cost to the Owner, but a Change Order will be issued to cover only the excess cost the Contractor would have been entitled to receive if the change had been made before the Contractor commenced work on the items involved.

- B. The Contractor shall at his own expense, secure and pay to the appropriate department of the Local Government the fees or charges for all permits for street pavement, sidewalks, sheds, removal of abandoned water taps, sealing of house connection drains, pavements cuts, buildings, electrical, plumbing, water, gas and sewer permits required by the local regulatory body or any of its agencies.
- C. The Contractor shall comply with applicable local laws and ordinances governing the disposal of surplus excavation, materials debris and rubbish on or off the Project Area and commit no trespass on any public or private property in any operation due to or connected with the Improvements embraced in this Contract.

#### 120. CARE OF WORK

- A. The Contractor shall be responsible for all damages to person or property that occur as a result of his default or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance whether or not the same has been covered in whole or in part by payments made by the Owner.

- B. The Contractor shall provide sufficient competent watchmen, both day and night, including Saturdays, Sundays and holidays, from the time the work is commenced until final completion and acceptance.
- C. In an emergency affecting the safety of life or property, including adjoining property, the Contractor, without special instructions or authorization from the Owner, is authorized to act at his discretion to prevent such threatened loss or injury, and he shall so act. He shall likewise act if instructed to do so by the Owner. Any compensation claimed by the Contractor on account of such emergency work will be determined by the Owner as provided in the section entitled "Changes in the Work" under General Conditions, Part I.
- D. The Contractor shall avoid damage as result of his operations to existing sidewalks, streets, curbs, pavements, utilities (except those which are to be replaced or removed), adjoining property, etc., and he shall at his own expense completely repair any damage thereto caused by his operations.
- E. The Contractor shall shore up, brace, underpin, secure, and protect as may be necessary, all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be in any way affected by the excavations or other operations connected with the construction of the Improvements embraced in this Contract. The Contractor shall be responsible for the giving of any and all required notices to any adjoining or adjacent property owner or other party before the commencement of any work. The Contractor shall indemnify and save harmless the Owner from any damages on account of settlements or the loss of lateral support of adjoining property and from all loss or expense and all damages for which the Owner may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

#### 121. ACCIDENT PREVENTION

- A. The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work. The safety provisions of applicable laws and building and construction codes shall be observed and the Contractor shall take or cause to be taken such additional safety and health measures as the Owner may determine to be reasonably necessary. Machinery, equipment and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, Inc., to the extent that such provisions are not in conflict with applicable local laws.
- B. The Contractor shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of

time from work, arising out of and in the hours of employment on work under the Contract. The Contractor shall promptly furnish the Owner with reports concerning these matters.

- C. The Contractor shall indemnify and save harmless the Owner from any claims for damages resulting from personal injury and/or death suffered or alleged to have been suffered by any person as result of any work conducted under this contract.

## **122. SANITARY FACILITIES**

The Contractor shall furnish, install, and maintain ample sanitary facilities for the workman. As the need arise, a sufficient number of enclosed temporary toilets shall be conveniently places as required by the sanitary codes of the State and Local Government. Drinking water shall be provided from an approved source, so piped or transported as to keep it safe and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing and governing health regulations.

## **123. USE OF PREMISES**

- A. The Contractor shall confine his equipment, storage of materials, and construction operations to the Contract Limits as shown on the Drawings and as prescribed by ordinances or permits, or as may be desired by the Owner, and shall not unreasonably encumber the site or public rights of way with his materials and construction equipment.
- B. The Contractor shall comply with all reasonable instructions of the Owner and the ordinances and codes of the Local Government, regarding signs, advertising, traffic, fires, explosives, danger signals, and barricades.

## **124. REMOVAL OF DEBRIS, CLEANING, ETC.**

The Contractor shall, periodically or as directed during the progress of the work, remove and legally dispose of all surplus excavated material and debris, and keep the Project Area and public rights of way reasonably clear. Upon completion of the work, he shall remove all temporary construction facilities, debris and unused materials provided for the work, and put the whole site of the work and public rights of way in a neat and clean condition. Trash burning on the site of the work will be subject to prior approval of the Owner and existing State and Local regulations.

## **125. INSPECTION**

- A. All materials and workmanship shall be subject to inspection examination, or test by the Owner and the Engineer at any and all times during manufacture or construction and at any and all places where such manufacture or construction is carried on. The Owner shall have the right to reject defective material and



workmanship or require its correction. Unacceptable workmanship shall be satisfactorily corrected. Rejected material shall be promptly segregated and removed from the Project Area and replaced with material of specified quality without charge thereto. If the Contractor fails to proceed at once with the correction of rejected workmanship or defective material, the Owner may by contract or otherwise have the defects remedied or rejected materials removed from the Project Area and charge the cost of the same against any moneys which may be due the Contractor, without prejudice to any other rights or remedies of the Owner.

- B. The Contractor shall furnish promptly all materials reasonably necessary for any tests which may be required (See section entitled "Samples, Certificates, and Tests" under General Conditions, Part I). All tests by the Owner will be performed in such manner as not to delay the work unnecessarily and shall be made in the Technical Specifications.
- C. The Contractor shall notify the Owner sufficiently in advance of back-filling or concealing any facilities to permit proper inspection. If any facilities are concealed without approval or consent of the Owner, the Contractor shall uncover for inspection and recover such facilities all at his own expense, when so requested by the Owner.

Should it be considered necessary or advisable by the Owner at any time before final acceptance of the entire work to make an examination of work already completed, by uncovering the same, the Contractor shall on request promptly furnish all necessary facilities, labor, and material. If such work is found to be defective in any important or essential respect, due to fault of the Contractor or his subcontractors, the Contractor shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the actual cost of labor and material necessarily involved in the examination and replacement, plus 15 percent of such costs to cover superintendence, general expenses and profit, shall be allowed the Contractor and he shall, in addition if completion of the work of the entire Contract has been delayed thereby, be granted a suitable extension of time on account of the additional work involved.

- D. Inspection of materials and appurtenances to be incorporated in the Improvements embraced in this Contract may be made at the place of production, manufacture or shipment, whenever the quantity justifies it, and such inspection and acceptance, unless otherwise stated in the Technical Specifications, shall be final except as regards (1) latent defects, (2) departures from specific requirements of the Contract, (3) damage or loss in transit, or (4) fraud or such gross mistakes as amount to fraud. Subject to the requirements contained in the preceding sentence, the inspection of materials as a whole or in part will be made at the Project Site.

E. Neither inspection, testing, approval, nor acceptance of the work in whole or in part, by the Owner or its agents shall relieve the Contractor or his sureties of full responsibility for material furnished or work performed not in strict accordance with the Contract.

F. Any work performed within the right-of-way of any Pennsylvania Department of Transportation highway, roadway or travelway shall be subject to inspection by a representative of the Pennsylvania Department of Transportation. The Owner shall pay the Pennsylvania Department of Transportation invoices for any and all such inspection services; however, the Contractor shall then reimburse the Owner for all PA Department of Transportation inspection costs.

#### **126. REVIEW BY OWNER**

The Owner, its authorized representatives and representatives of permitting agencies shall, at all times have access to and be permitted to observe and review all work, materials, equipment, payrolls, personnel records, employment conditions, material invoices, and other relevant data and records pertaining to this Contract, provided, however, that all instructions and approval with respect to the work will be given to the Contractor only by the Owner through its authorized representatives or agents.

#### **127. FINAL INSPECTION**

When the Improvements embraced in this Contract are substantially completed, the Contractor shall notify the Owner in writing that the work will be ready for final inspection on a definite date which shall be stated in the notice. The notice will be given at least ten (10) days prior to the date stated for final inspection, and bear the signed concurrence of the representative of the Owner having charge of inspection. If the Owner determines that the status of the Improvements is as represented, it will make the arrangements necessary to have final inspection commenced on the date stated in the notice, or as soon thereafter as is practicable. The inspection party may also include the representatives of each department of the Local Government having in charge improvements of like character when such Improvements are later to be accepted by the Local Government.

#### **128. DEDUCTION FOR UNCORRECTED WORK**

If the Owner deems it not expedient to require the contractor to correct work not done in accordance with the contract documents, an equitable deduction from the contract price will be made by agreement between the Contractor and the Owner and subject to settlement, in case of dispute, as herein provided.

#### **129. INSURANCE**

A. The Contractor shall carry or require that there be carried Workman's Compensation insurance for all his employees and those of his subcontractors

engaged in work at the site, in accordance with State or territorial Workman's Compensation laws.

- B. The Contractor shall carry or require that there be carried Manufacturer's and Contractor's Public Liability insurance covering property damage and bodily injury with limits of not less than \$1,000,000.00 to protect the Contractor and his subcontractors against claims for injury to or death of one or more than one person, because of accidents which may occur or result from operations under the contract; such insurance shall cover the use of all equipment, including but not limited to excavating machinery, trenching machines, cranes, hoist, rollers, concrete mixers, and motor vehicles, in the construction of the improvements embraced in this contract. Said insurance shall list the Public Agency as an additional insured.
- C. Before commencing work, the contractor shall submit evidence of the coverage required above to the Owner for review and approval. The Owner will, in writing, identify the policies and indicate its approval or disapproval. New policies from other companies shall be provided in place of those disapproved. Such insurance shall be carried with financially responsible insurance companies, licensed in the state and approved by the Owner, and shall be kept in force until the contractor's work is accepted by the Owner. Contacts of insurance (covering all operations under this contract) which expire before the contractor's work is accepted by the Owner shall be renewed and evidence submitted to the Owner for its approval.
- D. Contractor does hereby indemnify, hold harmless and agree to defend the public agency with respect to any and all claims or suits against the public agency arising out of or in anyway relating to the performance of the contract. Contractor specifically agrees that said indemnification shall include claims based on the negligence of the public agency as well as the negligence of the contractor.

### 130. BONDS

- A. The Contractor must provide a Performance Bond at One Hundred Percent (100%) of the Contract Amount, conditioned upon the fee for performance of the Contract. Said bond shall be solely for the protection of the Owner.
- B. The Contractor must provide a Labor Materialmen's Bond at One Hundred Percent (100%) of the Contract Amount. Said bond shall be solely for the protection of claimants supplying labor and materials to the Contractor to whom the Contract was awarded, or to any of his subcontractors in the performance of the work provided for in the Contract, and shall be conditioned for prompt payment of all such material furnished or labor supplied or performed in the performance of the work. Labor and material shall include public utility services and reasonable rental of equipment, but only for the

period when the equipment rental is actually used at the site of the work provided for in this Contract.

### **131. 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, Contractor's supplier and any sub-contractors engaged by the Contractor. The Contractor shall at his own expense, pay to the Clerk of Judicial Records of Lackawanna County the fee or charge for the filing of the Stipulation Against Liens.

### **132. PATENTS**

The Contractor shall hold and save the Owner, its officers, and employees, harmless from liability of any nature or kind, including costs and expenses for or on account of, any unpatented invention, process, article, or appliance manufactured or used in the performance of the contract, including its use by the Owner, unless otherwise specifically stipulated in the technical specifications.

### **133. WARRANTY OF TITLE**

No material, supplies, or equipment for the work shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. The Contractor shall warrant good title to all materials, supplies, and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same together with all improvements and appurtenances constructed or placed thereon by him to the Owner free from any claims, liens, or charges. Neither the Contractor nor any person, firm or corporation furnishing any material or labor for any work covered by this Contract shall have contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor to recover under any bond given by the Contractor for their protection or any rights under any law permitting such persons to look to funds due the Contractor in the hands of the Owner. The provisions of this paragraph shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

### **134. GENERAL GUARANTY**

Neither the final certificate of payment nor any provision in the Contract no partial or entire use of the Improvements embraced in the Contract by the Owner or the public shall

constitute an acceptance of work not done in accordance with the Contractor or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the work and pay for any damage to other work, resulting therefrom which shall appear within a period of 24 months from the date of final acceptance of the work. The Owner will give notice of defective materials and work with reasonable promptness.

### **135. EXPLOSIVES AND BLASTING**

Blasting shall not be allowed unless specified by the Engineer in the Technical Specifications.

### **136. PRECONSTRUCTION CONFERENCE**

A preconstruction conference is to be held by the Owner with the Contractor and his subcontractors. The purpose of the conference is to assure that the Contractor and his subcontractors understand and accept their contract obligations under Executive Order 11246 and understand the Owner's role in the enforcement of those contract obligations.

The Contractor shall be represented by officials who will be directly responsible for the selection of the work force and for supervision over construction workers.

Executive Order 1126 requires that the Contractor provides equal employment opportunity in all aspects of his employment.

### **137. INTEREST OF MEMBERS OF THE COMMONWEALTH AND OTHERS**

- A. No officer, member, or employee of the Commonwealth and no member of its governing body who exercises any functions or responsibilities in the review or approval of services being performed under this Contract shall participate in any decision relating to this Contract, which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly interested; nor shall any such officer, member, or employee of the Commonwealth and no member of its governing body have any interest, direct or indirect, in this Contract or the proceed thereof.
- B. No member of the governing body of the Owner who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains, and no other officer or employee of the Owner who exercises any such functions or responsibilities, shall have any private interest, direct or indirect, in this Contract which is incompatible or in conflict with the discharge or fulfillment of his functions and responsibilities in connection with the carrying out of the Project to which this Contract pertains.

**138. CERTIFICATION OF ELIGIBILITY**

By entering into this Contract, the Contractor certifies that neither it (nor he or she) nor any person of firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government Contracts.

**Lackawanna County Children's Library  
520 Vine Street, Scranton, PA 18509**

**GENERAL SPECIFICATIONS  
GENERAL CONDITIONS  
PART II**

201. Pennsylvania Steel Products Procurement Act (No. 178-3)

If any steel products are to be used or supplied in the performance of the Contract, only steel products produced in the United States shall be used or supplied in the performance of the Contract or any subcontracts thereunder. This provision shall not apply in any case where the head of the public agency, in writing, determines that the type of steel products necessary to the performance of the Contract are not produced in the United States in sufficient quantities to meet the requirements of the Contract.

202. Pennsylvania Human Relations Act, as amended.

- A. Contractor shall not discriminate against my employee, applicant for employment, independent contractor or any other person because of race, color, religious creed, ancestry, national origin, age or sex.

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, religious creed, ancestry, national origin, 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.

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

- B. 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, religious creed, ancestry, national origin, age or sex.
- C. Contractor shall send each labor union or workers' representative with which it has a collective bargaining agreement or other contract understanding, a notice advising said labor union or workers' representative of its commitment to this non-discrimination clause.

Similar notice shall be sent to every other source or recruitment regularly utilized by Contractor

- D. It shall be no defense to a finding of non-compliance with the Contract Compliance Regulations issued by the Pennsylvania Human Relations Commission of this non-discrimination clause that Contractor had delegated some

of its employment practices to any union, training program or other sources of recruitment which prevents it from meeting its obligations. However, if the evidence indicated that the Contractor was not on notice of the third party discrimination or made a good 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 Contractor will be unable to meet its obligations under the Contract Compliance Regulations issued by the Pennsylvania Human Relations Commission, or this non-discrimination clause, Contractor shall then employ and fill vacancies through other non-discriminatory employment procedures.
- F. 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 Contractor's non-compliance with the non-discrimination 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 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. Contractor shall furnish all necessary employment documents and records o, and permit access to its books, records, and accounts by, the contracting agency and the Human Relations Commission, for purposes of investigation to ascertain compliance with the provisions of the Contract Compliance Regulations, pursuant to S49.35 of these regulations. If Contractor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the contracting agency or the Commission.
- H. Contractor shall actively recruit minority subcontractors with substantial minority representation among their employees.
- I. Contractor shall include the provisions of this non-discrimination clause in every subcontract, so that provisions will be binding upon each subcontractor.
- J. Contractor's obligations under this clause are limited to 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.



**Lackawanna County Children's Library  
520 Vine Street, Scranton, PA 18509**

**GENERAL SPECIFICATIONS  
SPECIAL CONDITIONS  
PART III**

**301. PROJECT SITE**

The Project Area of this Contract consists of the following general area: The Building and Grounds situated at 520 Vine Street, Scranton, Lackawanna County, PA.

**302. TIME FOR COMPLETION**

- A. The work which each Prime Contractor is required to perform under this Contract shall commence at the time stipulated by the Owner in the Notice to Proceed to the Contractor, which shall be issued on the date of contract award, and shall be fully completed within 120 calendar days thereafter, which shall be inclusive of the following timeframes:
- B. Within 10 consecutive calendar days after issuance of the Notice to Proceed to each Prime Contractor, which shall be issued on the date of contract award, the Contractor shall execute and deliver to the Owner:
- Four (4) copies of the executed Agreement.
  - Four (4) copies of the executed Performance Bond at One Hundred Percent (100%) of the Contract Amount.
  - Four (4) copies of the executed Labor Materialmen's Bond at One Hundred (100%) of the Contract Amount, Four (4) copies of the Workers Compensation Insurance Certificate.
  - Four (4) copies of the Public Liability Insurance Certificate naming the Owner and Architect as an additional insured, and
  - The executed Stipulations Against Liens.
- C. Within 15 consecutive calendar days after the issuance of the Notice to Proceed to the Contractor, which shall be issued on the date of contract award, each Prime Contractor shall submit all necessary shop drawings to the Engineer.
- D. Immediately upon receipt of Architect's approval of all necessary shop drawings, each Prime Contractor shall order all necessary materials.

**303. LIQUIDATED DAMAGES**

As actual damages for any delay in completion of the work which each Prime Contractor is required to perform under this Contract are impossible for determination, the Contractor and his Sureties shall be liable for and shall pay to the Owner the sum of THREE HUNDRED (\$300) DOLLARS, as fixed, agreed and liquidated damages for each calendar day of delay. See General Conditions, Part I, Paragraph III.

### 304 RESPONSIBILITIES OF EACH PRIME CONTRACTOR

Except as otherwise specifically stated in the Contract Documents and Technical Specifications, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, heat, power, transportation, superintendent, temporary construction of every nature, charges, permits, levies, fee or other expenses and all other services and facilities of every nature whatsoever necessary for the performance of the Contract and to deliver all Improvements embraced in the Contract for Site Preparation in every respect within the specified time.

### 305. COMMUNICATIONS

- A. All notices, demands, requests, instructions, approvals, proposals and claims must be in writing.
- B. Any notice to or demand upon the Contractor shall be sufficiently given if delivered at the office of the Contractor stated on the signature page of the Agreement (or at such other office as the Contractor may from time to time designate in writing to the Owner), or if deposited in the United States mail in a sealed, postage prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission, in each case addressed to such office.
- C. All papers required to be delivered to the Owner shall, unless otherwise specified in writing to the Contractor, be delivered to the Owner as follows:

Director of Buildings and Grounds/Maintenance Department  
Lackawanna County  
Administration Building  
200 Adams Avenue, Lower Level  
Scranton, PA 18503

and any notice to or demand upon the Owner shall be sufficiently given if so delivered, or if deposited in the United States mail in a sealed, postage prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission to the Owner at such address, or to such other representatives of the Owner or to such other address as the Owner may subsequently specify in writing to the Contractor for such purpose.

- D. Any such notice shall be deemed to have been given as of the time of actual delivery or (in case of mailing) when the same should have been received in due course of post, or in the case of telegrams, at the time of actual receipt, as the case may be.

### 306. JOB OFFICES

- A. No space is available on site for temporary offices or storage facilities.

- B. When an on-site office is not provided, a suitable place for posting required notices, with adequate protection from weather, shall be provided.
- C. Upon completion of the Improvements, or as directed by the Owner, each Prime Contractor shall remove all such temporary structures and facilities from the Site, same to become his property and leave the Site of the work in the condition required by the Contract.

### 307. PARTIAL USE OF SITE IMPROVEMENTS

The Owner, at its election, may give notice to the Contractor and place in use those selections of the Improvements which have been completed, inspected and can be accepted as complying with the Technical Specifications and if in its opinion, each such section is reasonably safe, fit and convenient, for the use and accommodation for which it was intended, provided:

- A. The use of such sections of the Improvements shall in no way impede the completion of the remainder of the work by the Contractor.
- B. Each Prime Contractor shall not be responsible for any damages or maintenance costs due directly to the use of such sections.
- C. The use of such sections shall in no way relieve the Contractor of his liability due to having used defective materials or to poor workmanship.
- D. The period of guarantee stipulated in section entitled, "General Guaranty" under General Conditions, Part I, shall not begin to run until the date of the final acceptance of all work which the Contractor is required to construct under this contract.

### 308. WORK BY OTHERS

There will be no work done by others under this project, except as described under separate Prime Contracts.

### 309. CONTRACT DOCUMENTS AND DRAWINGS

Bidders must anticipate and include in their proposals the cost of reproduction for the number of sets required to complete the work. There will be no sets of documents provided on a "no cost" basis.

- A. Each Prime Contractor shall prepare a Progress Schedule in accordance with the section entitled, "Construction Schedule" under General Conditions, Part I and, in addition to the information required therein, the Progress Schedule shall show graphically:
  - Any predetermined times allotted to the utility companies or utilities authorities for their work.

- Practical time limits for the successful completion of the various types and phases of work encompassed in the Contract in accordance with requirement of the specification.
- Any other type of delay of time consuming process of which the Contractor may be aware.

B. All of the above shall be shown to be accomplished within the time limits as stated in the section entitled "Time of Completion" under Special Conditions, Part III. As the work progresses, each Prime Contractor shall revise and maintain current the Progress Schedule for the uncompleted portions of the work, regardless of the cause of such revisions, at the direction of the Owner or the Engineer.

### 311. SUBSTITUTION

Wherever in the following specifications, a catalog number, trade designation, the name of any individual or system of construction has been used, the same has been done with the intention of indicating only the character, class, quality or kind of material or fixture that is desired and any or all of said fixtures, material, or construction may be provided equal in every respect in quality and purpose to those named in the specification, regardless of the name and designation used, which are for convenience in specifying only. But before any Contractor may use any fixture, material, or system of construction other than that specified, he shall notify the owner and secure permission to do so, and if required, shall submit in a sample for inspection and approval.

### 312. SIGNS, BARRICADES, LIGHTS

Each Prime Contractor shall, at his own cost and expense, erect and maintain any necessary warning lights, barricades and signs in a manner acceptable to the Owner.

### 313. PROTECTION OF EXISTING SITE CONDITIONS

Each Prime Contractor shall locate existing buildings, plantings, paving, utility services (both overhead and underground), etc., and shall protect same from damage during this construction operation. Should damage occur repairs shall be made in a manner satisfactory to the Owner, Engineer, and/or Landscape Architect at the Contractor's expense.

### 314. REDUCTION IN WORK

The Owner reserves the right to increase or decrease the quantity of any bid item by any amount without adjustment of any of the unit bid prices.

### 315. ARCHITECT'S RESPONSIBILITY AND AUTHORITY

**The Architect shall perform the following work and assume certain authorities during the life of this Contract.**

A. The work shall be subject at all times to the inspection of the Architect or his authorized assistants, who shall have free access to every facility at all times for

inspecting the materials and work. The presence of the Architect or his authorized assistants shall not lessen the responsibility of the Contractor.

- B. Approve or disapprove any materials, and equipment used by the Contractor.
- C. Sample and test any materials as the Engineer deems necessary.
- D. Any doubt as to the meaning of these technical specifications and/or drawings, or any obscurity as to the wording or intent of them, will be explained by the Architect. All directions and explanations required or necessary to complete, explain or make definite any section of the specifications and/or drawings and given them due effect will be given by the Architect in writing whose decision thereon will be final.
- E. The Architect will have authority to reject material and suspend work in case of any dispute which may arise between the Architect and the Contractor due to defective materials or substandard performance of work until the question or questions at issue can be referred to and decided by the Owner.
- F. Additional responsibilities and authorities invested in the Engineer will be found in General Conditions, Part I.

#### 316. TEMPORARY SUSPENSION OF CONSTRUCTION

- A. The Architect shall have the authority to suspend the construction, wholly or in part, for such period of periods as he may deem necessary, due to unsuitable weather, or such other conditions as are considered unfavorable for the suitable prosecution of the construction, or for such times as is necessary, due to the failure on the part of the Contractor to carry out orders given or perform any or all provisions of the Contract.
- B. If the Architect suspends the construction in part, he will have the authority to direct the Contractor to perform such other parts or items of construction which, in his opinion, may be performed with favorable results and advantageously for the time of completion of the project, and shall notify the Contractor accordingly in writing.
- C. If it should become necessary to stop construction for an indefinite period, the Contractor shall store all materials in such a manner that they will not obstruct or impede the traveling public nor become damaged in any way. He shall take every precaution to prevent damage or deterioration of the construction performed, provide suitable damage, etc.

#### 317. INTENT OF PLANS AND SPECIFICATIONS

- A. All work done and materials furnished under this Contract shall be in accordance with the **Executed Agreement, Performance Bond, Labor and Materialmen's Bond, Maintenance Bond, Addenda (if any), the Specification Book, the Invitation for Bids, the Instructions to Bidders, the signed copy of the Bid, the**

**Bid Proposal, the General Specifications General Conditions Part I, the General Conditions Part II State Requirements, the General Specifications Special Conditions Part III, Special Provisions, the Technical Specifications, the Drawings (as listed in the Schedule of Drawings), the Resolution awarding the Bid, the Notice to Proceed, Part II – Terms and Conditions, and all Modifications to this Agreement issued subsequent thereto and all of the documents enumerated or referred to in this Agreement, and Form 408 referenced sections of the Commonwealth of Pennsylvania Department of Transportation Specifications, current edition, with the supplements thereto and revisions thereof included in these specifications.** When a section and/or sections referred to were written completely in these specifications except that, in the event, any contradiction exists between the Commonwealth of Pennsylvania Department of Transportation Specifications and any part of the Contract Documents, the Contract Documents shall govern and the conditions thereof adhered to.

- B. The intent of the specifications and drawings is to prescribe a complete work which the Contractor undertakes to do in full compliance with the Contract Documents. If there is any apparent contradiction or ambiguity between the drawings and specifications, the Contractor shall bring the fact to the attention of the Architect during the Bid Period and shall obtain his decision as to the true meaning or intention. Wherever in the specifications or drawings “directed”, “required”, “ordered” or words of similar import are used, it shall be understood that directed, required, order, by the Architect is intended. In like manner when “as shown”, “as indicated”, “as detailed”, or words of similar import are used in the specifications, reference to the Contract Drawings is intended.

#### 318. WORK INCIDENTAL TO CONTRACT ITEMS

Where connection is made to existing facilities, the new construction shall be modified or adjusted to meet the existing construction, as directed by the Architect, and the cost of this work will be included in the Contract Lump Sum Price or the Contract Unit Price, which ever applies; therefore, no separate or additional compensation will be allowed.

#### 319. CONSTRUCTION RESERVATION

- A. It shall be the Contractor’s responsibility to investigate the location and elevation of all surface or subsurface utilities or other obstructions affecting his work before preparing his bid.
- B. Any additional expense resulting from such obstructions shall be included in the Contractor’s bid prices for various items of work and not extra payment will be allowed.

#### 320. DAMAGE TO EXISTING CONSTRUCTION

Each Prime Contractor shall be held responsible for any and all damages outside the limits of construction indicated on the drawings or designated by the Architect. This includes damage to adjacent curb gutter, drainage structures, gas and water mains, electric or telephone

facilities, pavements, buildings, walls, etc. Any such damage shall be satisfactorily repaired or replaced by the Contractor at his own expense.

### 321. DISPOSAL OF EXISTING MATERIALS

Any existing debris, except those materials noted in the Contract Documents for reuse or storage at the direction of the Owner, which is removed during construction shall become the property of the Contractor and it shall be his responsibility to legally dispose of off the site.

### 322. PUBLIC CONVENIENCE AND SAFETY

Each Prime Contractor shall not cause any infringement or damage to property within or adjacent to the project area, and will be required to cooperate with the persons involved with respect to reasonable requests pertaining to access and protection of their property.

### 323. STORAGE OF MATERIALS

Each Prime Contractor shall remove and store, as directed, materials removed from the site to be used in new construction in a manner which will provide a stock pile free of debris and other materials. Materials shall be placed on wooden platforms or other clean surfaces, not on the ground, and placed under cover.

### 324. AS-BUILT DRAWINGS

- A. Each Prime Contractor shall furnish as-built information to the Architect/Engineer at completion of the job. Keep information current as work progresses.
- B. Record all changes from installations originally indicated. Record final location of changes by offset distances in feet and tenths to surface improvements such as buildings, curbs, or edges of walks. Where work appears on two or more drawings, the Contractor shall mark changes on all drawings.
- C. When work is completed, each Prime Contractor shall furnish completed "as-builts" to the Architect for approval and recording. Drawings shall be certified to be "as-built" and signed by the Contractor. Work shall not be accepted until such drawings have been delivered to the Architect/Engineer.

### 325. PROJECT SIGN

A project sign is required on site for this project. This sign shall be constructed of 5/8" thick plywood and shall include the project name, architect, engineer, and Lackawanna County Commissioners.

### 326. SPECIAL PROJECT PROTECTION REQUIREMENTS

- A. Suitable and sufficient barricades, warning lights and signs shall be placed and maintained by each Prime Contractor to insure the protection and safety of the public and prevent any unnecessary inconvenience.

327. PENNSYLVANIA DEPARTMENT OF ENVIRONMENTAL PROTECTION PERMIT

Project work is subject to the Pennsylvania Department of Environmental Protection Bureau of Watershed Management General Permit #GAG2-0035-09-006. The Contract shall comply with all permit conditions and requirements.



# **TECHNICAL SPECIFICATIONS**



## SECTION 01010

### SUMMARY OF WORK

#### PART 1 - GENERAL

##### 1.01 SEPARATE PRIME CONTRACT:

- A. All work at the Lackawanna County Children's Library shall be accomplished through the award of a Separate Prime Contracts as follows:
  - 1. General Construction.
  - 2. HVAC Construction
- B. Each Bidder shall familiarize himself/herself with site conditions, all portions of this specification and the drawings during the Bid Period.
  - 1. Access to the building and site will be provided at the Pre-Bid Conference.

##### 1.02 COORDINATION OF THE WORK:

- A. **EACH PRIME CONTRACTOR WILL SERVE AS THE SOLE PROJECT "CONTACT PERSON" FOR BOTH THE ARCHITECT AND THE OWNER AND SHALL BE RESPONSIBLE FOR RELAYING THE INFORMATION TO ALL TRADES.** Likewise, questions arising during the construction period from various trades shall be directed to the attention of the Prime Contractor, who will then obtain the necessary clarification through appropriate channels.
- B. Each Prime Contractor shall be responsible for his/her licenses, inspections, approvals, fees and other such costs and for submitting this documentation to the Owner to ensure that the work is being accomplished in accordance with Prevailing Municipal Building Codes and other governing regulations. This documentation shall be conveyed to the Owner prior to commencement of work.
- C. Each Prime Contractor shall have available on the site at all times one copy of the plans and specifications. Additional copies of plans and specifications may be obtained by each Prime Contractor for the cost of reproduction. Bidders must anticipate and include in their Bid Proposals the cost of reproduction for the number of sets required to complete the work. There will be no sets of documents provided on a "no cost" basis.

- D. Each Prime Contractor shall give constant attention to the work to facilitate the progress thereof, and he shall cooperate with the A/E and his personnel and with other contractors in every way possible. The Owner must approve the sequence of construction phasing in order to minimize inconvenience to occupants and the public. Additionally, each Prime Contractor shall have a competent superintendent on site at all times that work is being performed, who is fully authorized as his agent on site. The superintendent overseeing the work shall be capable of reading and thoroughly understanding the plans and specifications and shall be authorized to receive and fulfill instructions from the Architect or Owner.
- F. Each Prime Contractor shall be responsible for having a qualified and knowledgeable representative in attendance at job conferences occurring twice monthly.

#### 1.03 SUMMARY OF WORK AND ADDITIONAL PROVISIONS:

- A. Each Contractor bidding the work of this project shall be responsible for inspecting the project site and reviewing a **complete** set of bid documents prior to submitting a bid proposal. Any discrepancies, inconsistencies or omissions in the work must be brought to the Architect's attention during the bid period, and shall not be the basis for a claim for additional compensation after award of contract.
- B. The scope of work associated with this project includes, but is not necessarily limited to, the following:
1. General Construction Contract:
    - a. General Provisions:
      1. Provide and install all temporary facilities as required to comply with governing regulations, to keep the existing building weather tight at all times and to insure the safety of workers, occupants, Owner's staff and the general public.
      2. Remove all existing materials as noted on the drawings and as otherwise required to complete the work of this project; legally dispose of all removed materials off site.
      3. Remove all temporary facilities at completion of the work, unless otherwise directed by the Owner.

4. Provide all products and materials and execute the work in strict compliance with the applicable version of the International Building Code and Related Publications.
- b. Site Specific-General Construction:
1. Provide and install all labor, materials, equipment, tools and all else necessary for the proper completion of the described work and for the proper completion of all work incidental to the implementation of major work items listed below.
  2. Remove existing roof system and provide and install new EPDM system as described on the drawings.
  3. Provide and install new metal coping/cladding as shown and detailed. Color to match existing.
  4. Remove existing asphalt shingles at front gable and provide and install new.
  5. Provide and install all miscellaneous sheet metal/flashing as shown and as required for a complete, watertight installation.
- c. Site Specific-HVAC Construction:
1. Provide and install all labor, materials, equipment, tools and all else necessary for the proper completion of the described work and for the proper completion of all work incidental to the implementation of major work items listed below.
  2. Replace mechanical equipment related to the existing air conditioning system, as shown and specified on the drawings.

#### 1.5 ADDITIONAL PROVISIONS:

- A. Working hours throughout the construction period will be 8:00 AM to 5:00 PM, Monday through Friday, unless special arrangements are coordinated in advance with the Owner.
- B. The building and site will remain in use throughout the course of construction, and each Prime Contractor must coordinate the work of all personnel, subcontractors, and other prime contractors to minimize inconvenience

to occupants, ensure adherence to construction schedule, and maintain safe, code-compliant work sites. All building utilities and services must remain fully operational throughout the course of the project.

- C. Changes in the Scope of Work must be approved by the Owner in writing. A detailed description and cost breakdown must be submitted by any Prime Contractor proposing (or directed) to make a change, and the Owner will not approve any change order request reflecting more than 10% overhead and 10% profit
- D. Each Prime Contractor shall verify critical dimensions and existing conditions during the Bid Period and notify the Architect during the Bid Period if discrepancies, conflicts or omissions are encountered.
- E. Each Prime Contractor shall provide and install all products and materials in strict compliance with manufacturer's printed recommendations. Before installing new products or materials, advise the Architect in writing of any apparent conflicts between the Construction Documents and the Printed Recommendations of the Manufacturer(s).
- F. It will be each Prime Contractor's responsibility to verify that all employees and subcontractors working on this project have completed their yearly Right to Know Training, according to OSHA Standard 29 CFR 1926.21. It will be each Prime Contractor's responsibility to provide and maintain, on site, Material Safety Data Sheets (MSDS) for all materials and chemicals used on this project and this documentation must be made available to any employee upon request.

**END OF SECTION 01010**

## SECTION 01330

### SUBMITTAL PROCEDURES

#### PART 1 - GENERAL

##### 1.01 RELATED DOCUMENTS:

- A. Drawings and general provisions of Contract, including General and Special Conditions apply to this section.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
  - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
    - a. The A/E reserves the right to withhold action on a submittal requiring coordination with other submittals until related information is received.
- C. Processing Time: Allow enough time for submittal review, including time for resubmittals, as follows. Time for review shall commence upon A/E's receipt of submittal.
  - 1. Initial Review: Allow 7 days for initial review of each submittal.
  - 2. Allow 7 days for processing each re-submittal.
- D. Deviations: Highlight, encircle, or otherwise identify deviations from Contract Documents on submittals.
  - 1. Where a product is submitted as an "equal" to a specified product, include with the submittal a photocopy of the Architect's original specification section, with notations after each sentence or paragraph indicating compliance or non-compliance where "non-compliance" is noted, describe deviations in detail.
- E. Transmittal: Package each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. The A/E will return submittals received without review from sources other than the Prime Contractors.
- F. Distribution: The Contractor shall furnish copies of approved (or disapproved) submittals to manufacturers, subcontractors, suppliers, fabricators, installers,

- G. Use for Construction: Use only final submittals with stamp indicating action taken by A/E in connection with construction.

## **PART 2 - PRODUCTS**

### 2.01 GENERAL:

- A. Prepare and process submittals required by individual Specification Sections.
1. Number of Copies: A/E will retain three (3) copies. Each Prime Contractor shall submit additional copies in accordance with his/her file and distribution needs.
  2. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
    - a. Mark each copy of each submittal to show which products and options are applicable.
    - b. Include only technical data and performance criteria that can be evaluated for compliance with product specification(s). Where code compliance is required in the specifications, include evidence that the submittal conforms to the required standards.
  3. Shop Drawings: Prepare project-specific information, drawn accurately to scale and dimensioned. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
    - a. Regarding sheet metal submittal, field verify actual measurements and note dimensional changes on shop drawings as required to address project conditions.
  4. Samples: Prepare physical units of materials or products, including the followings:
    - a. Samples for Selection: For record purposes, submit manufacturer's color sample for new coping and aluminum cladding. Color to match existing.
    - b. Disposition: Maintain approved Samples at Project Site, available for quality-control comparisons throughout the course of construction activity.
    - c. Comply with other submittal and sample requirements as contained in individual specification sections.



**PART 3 - EXECUTION**

**3.1 GENERAL:**

- A. Prime Contractor's Review: Review each submittal and check for compliance with the Contract Documents and actual field conditions. Note corrections and field dimensions. Mark with approval stamp before submitting to A/E.
- B. The A/E will not review submittals that do not bear the Prime Contractor's approval stamp and will return them without action.
  - 1. The A/E will review each submittal, make marks to indicate corrections or modifications required, and return it. The A/E will stamp each submittal and mark appropriately to indicate action taken.
- C. The processing of a submittal by the A/E shall not relieve the Prime Contractor of his/her responsibility for deviations, errors or omissions, nor his/her responsibility to determine and verify quantities, materials, field measurements, field conditions related construction criteria, safety and code requirements and coordination of the work. Review by the A/E is solely for the limited purpose of checking general conformance of submitted information with the design concept expressed in the Contract Documents.

**END OF SECTION 01330**



## **SECTION 01500**

### **TEMPORARY FACILITIES**

#### **PART 1 - GENERAL**

##### 1.01 RELATED DOCUMENTS:

- A. Drawings and general provisions of the Contract, including General and Special Conditions, apply to this Section.

##### 1.02 SUMMARY:

- A. This section generally includes but is not necessarily limited to requirements for temporary services and facilities, including utilities, construction and support facilities, security and protection. Also, refer to each specification section and the drawings, for specific requirements and limitations related to temporary provisions associated with individual parts of the work.

##### 1.03 QUALITY ASSURANCE:

- A. Applicable Regulations: Comply with industry standards and applicable laws and regulations of authorities having jurisdiction, including but not limited to:
  - 1. Local Building Code and Zoning requirements.
  - 2. Prevailing Health and Safety regulations.
  - 3. Utility Company regulations.
  - 4. Police, Fire Department and Rescue Squad rules.
  - 5. Environmental Protection regulations.
  - 6. Pa. Dept. of Transportation regulations where applicable.
  - 7. Prevailing International Building Code and Related Publications.
- B. Applicable Standards include:
  - 1. ANSI "Safety Requirements for Construction & Demolition".
  - 2. NECA "Temporary Electrical Facilities".
  - 3. Prevailing International Building Code and referenced publications.

#### **PART 2 - PRODUCTS**

##### 2.01 EQUIPMENT AND MISCELLANEOUS PROVISIONS:

- A. General: Provide new materials or undamaged previously used materials in serviceable condition. Provide materials suitable for the use intended.

- B. Tarpaulins: Where needed to maintain weather tight conditions or otherwise protect property, use fire-resistant, UL label tarpaulin with flame-spread rating of 15 or less. For temporary enclosures provide translucent nylon reinforced laminated polyethylene or polyvinyl chloride fire retardant tarpaulins.
- C. Electrical Outlets: Provide properly configured NEMA polarized outlets to prevent insertion of 110-120 volt plugs into higher voltage outlets. Provide receptacle outlets equipped with ground-fault circuit interrupters, reset button and pilot light, for connection of power tools and equipment.
- D. Electrical Power Cords: Provide grounded extension cords; use "hard-service" cords where exposed to abrasion and traffic. Provide waterproof connectors to connect separate lengths of electric cords, if single lengths will not reach areas where construction activities are in progress.
- E. Temporary Offices: Not required.
- F. Temporary Toilet Facilities: The General Contractor will be required to provide, install and maintain portable toilet units.
- G. First Aid Supplies: Comply with governing regulations.
- H. Temporary Storage: There is no interior storage space available for use by each Prime Contractor and there is no space available on site for placement of storage trailer(s). Space can be made available on site for placement of a trash dumpster but the exact location must be coordinated in advance with the Owner.
- I. Project Sign: A 4' X 8' project sign will be required listing the project name, Owner, Architect and the state and local funding sources. Specific text to be furnished by Architect and will including the following statement: "This project is supported, in part, through a grant with the Office of Commonwealth Libraries, Pennsylvania Department of Education, with funds provided from the Keystone Recreation, Park and Conservation Fund."
- J. The General Contractor shall coordinate all on-site construction traffic and activities in advance with the Owner and make all provisions necessary to ensure the safety of the general public and workers.
- K. Protections: Each Prime Contractor shall be responsible for temporary barricades and other forms of protection as required to protect Owner's personnel, workers, existing facilities and

the general public from injury due to construction activities.

1. Provide appropriate protective measures as required to provide free and safe passage of workers, building occupants, and the general public including, but not limited to, temporary fencing.
  2. Protect from damage existing work that is to remain in place. Protect existing construction-to-remain with suitable coverings when necessary.
  3. Remove protections at completion of work.
  4. Provide all temporary measures to keep existing building water tight at all times.
  5. Do not close, block or otherwise obstruct streets, parking lots, or walks or used facilities prior written consent from authorities having jurisdiction. Provide alternate route(s) around closed or obstructed traffic ways.
- L. Water and Power: The General Contractor shall make all necessary provisions for the extension of existing water and power as required to implement the work of his/her contract. There will be no use charge assessed by the Owner.
- M. Miscellaneous: Provide all labor, materials, equipment, tools and all other temporary measures necessary and incidental to the proper, timely, safe and lawful implementation of the work.

### **PART 3 - EXECUTION**

#### **3.01 INSTALLATION:**

- A. Use qualified personnel for installation of temporary facilities. Locate facilities where they will serve the project adequately and result in minimum interference with performance of the work and day-to-day usage of the buildings and sites. Relocate and modify facilities as required.
- B. Provide each facility ready for use when needed to avoid delay. Maintain and modify as required. Do not remove until facilities are no longer needed.

#### **3.02 TEMPORARY FACILITIES:**

- A. Each Prime Contractor may obtain temporary water and power from existing on site facilities at no charge; however, all provisions necessary to distribute water and power to the work site will be at the General Contractor's expense.
- B. Temporary Telephones: Not required if each Prime Contractor's Project Superintendent is available at all times via cell phone.

### 3.03 TEMPORARY CONSTRUCTION AND SUPPORT FACILITIES:

- A. Temporary Enclosures: Each Prime Contractor shall provide temporary enclosures for protection of construction in progress and completed, from exposure, foul weather, other construction operations and similar activities.
  - 1. Protect building interiors at all times from exposure to weather during the course of construction.
  
- B. Collection and Disposal of Waste: Each Prime Contractor shall collect waste from construction areas daily. Comply with requirements of NFPA 241 for removal of combustible waste material and debris. Enforce requirements strictly. Do not hold materials more than 7 days during normal weather or 3 days when the temperature is expected to rise above 80 deg. F. (27 Deg. C.). Handle hazardous, dangerous, or unsanitary waste materials separately from other waste by containerizing, labeling and disposing of in accordance with prevailing regulations. Dispose of all material in a lawful manner.
  - 1. Each Prime Contractor shall be responsible for all costs associated with waste removal and disposal including dumpsters. Coordinate on site dumpster locations in advance with the Owner.
  
- C. Support Equipment: Each Prime Contractor shall at his/her expense furnish, install, maintain, and remove all equipment incidental to the execution of his/her work including, but not necessarily limited to, lifts and/or scaffolding.

### 3.04 SECURITY AND PROTECTION FACILITIES INSTALLATION:

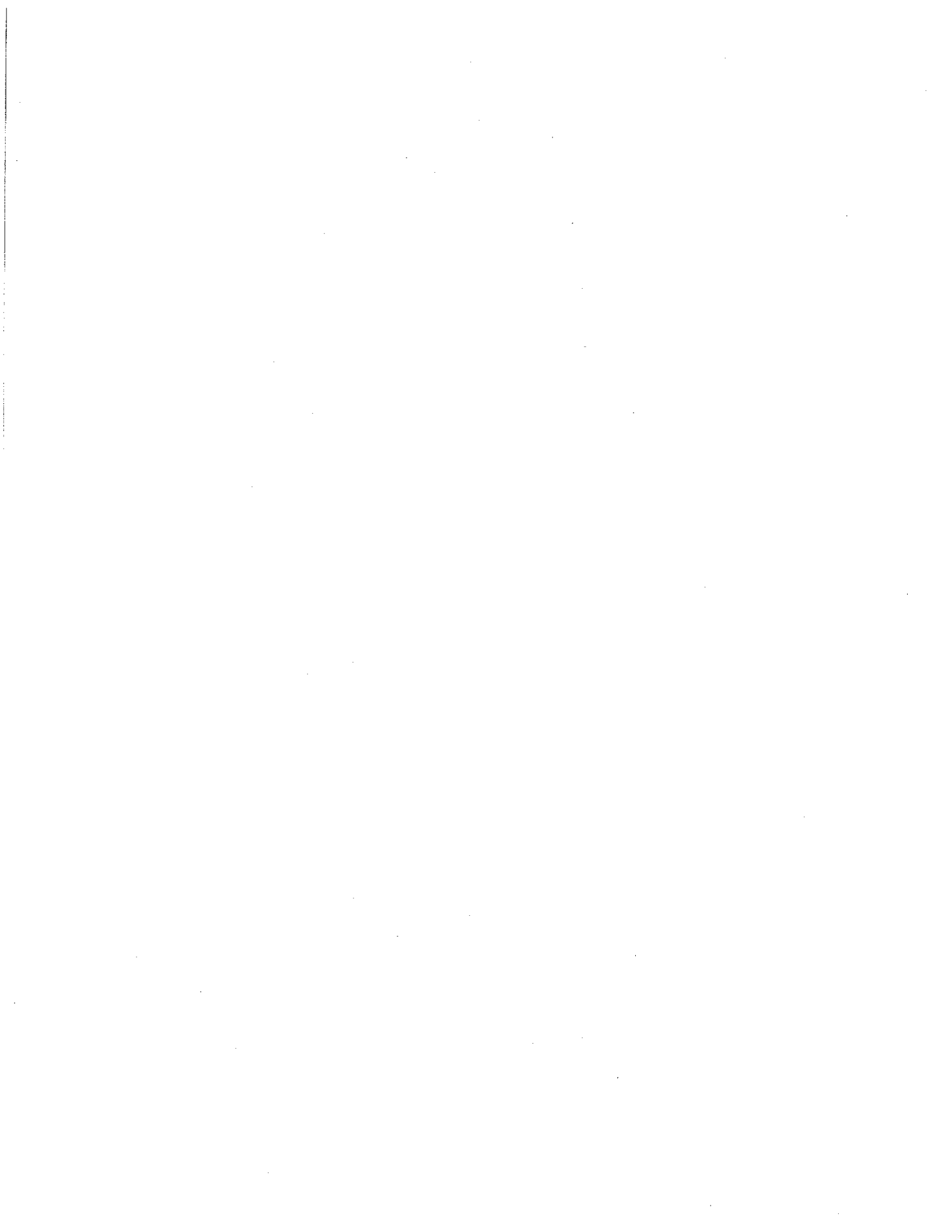
- A. Store combustible materials in approved containers, off site.
  
- B. Each Prime Contractor shall maintain unobstructed access to exits, fire extinguishers, fire hydrants, temporary fire protection facilities, and other access routes for fighting fire. Prohibit smoking on site.
  
- C. Barricades, Railings, Warning Signs and Lights: Each Prime Contractor shall comply with prevailing code requirements for erection of structurally adequate barricades around all construction areas. Paint with appropriate colors, graphics and warning signs to inform personnel and the public of the hazard being protected against. Where appropriate, needed or otherwise required, provide lighting, including flashing red or amber lights.
  - 1. Provide barricades and/or reroute pedestrian traffic whenever construction or demolition is occurring over, adjacent to or on existing pedestrian or vehicular traffic areas.

- D. Environmental Protection: Each Prime Contractor shall provide protection, operate temporary facilities and conduct construction and demolition in ways and by methods that comply with local zoning and environmental regulations, and minimize the possibility that air, waterways and subsoil might be contaminated or polluted, or that other undesirable effects might result. Avoid use of tools and equipment that produce harmful noise. Restrict use of noise making tools and equipment to hours that will minimize complaints or as required to comply with local ordinances.

3.05 OPERATION, TERMINATION AND REMOVAL:

- A. Maintenance: Each Prime Contractor shall maintain facilities in good, clean operating conditions until completion of the work. Daily and final cleaning of the project site shall be the responsibility of the General Contractor.
- B. Termination and Removal: Unless the Owner requests that it be maintained longer, each Prime Contractor shall remove each of his/her temporary facilities when the need has ended or no later than Substantial Completion. Complete permanent construction that may have been delayed because of interference with the temporary facilities. Repair damaged work and/or site disturbance, clean exposed surfaces and replace new or existing construction that cannot be satisfactorily repaired.
  - 1. Materials and facilities that constitute temporary facilities are property of the General Contractor.

**END OF SECTION 01500**





## SECTION 01700

### PROJECT CLOSEOUT

#### PART 1 - GENERAL

##### 1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Special Conditions, apply to work of this Section. In the event of conflict between this and other sections of the specifications, the most stringent requirements shall apply.

##### 1.02 SUMMARY OF WORK

- A. This section specifies administrative and procedural requirements for project closeout, including but not limited to:
  1. Inspection procedures.
  2. Project record document submittal.
  3. Operating and maintenance manual submittal.
  4. Submittal of warranties.
  5. Final cleaning.
  6. Closeout requirements for specific construction activities may also included in each respective Technical Specification section.

##### 1.03 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before each Prime Contractor requests inspection for certification of Substantial Completion, complete the following. List exceptions in the request.
  1. In the Application for Payment that coincides with, or first follows, the date Substantial Completion is claimed, show 100 percent completion for the portion of the Work claimed as substantially complete. Include supporting documentation for completion as indicated in these contract documents and a statement showing an accounting of changes to the Contract Sum.
    - a. If 100 percent completion cannot be shown, include a list of incomplete items, the value of incomplete construction, and reasons the work is not complete.
    - b. Advise Owner of pending insurance change-over requirements.
    - c. Submit specific warranties, workmanship bonds, maintenance agreements, final certifications and similar documents.
    - d. Deliver tools, spare parts, extra stock, and similar items, where required in the specifications.

- e. Complete final clean up requirements. Repair, restore or replace marred exposed finishes to the satisfaction of the Owner and A/E.
- B. Inspection Procedures: On receipt of a request for inspection, the Architect will either proceed with inspection or advise the contractor of unfilled requirements. The Architect will prepare the Certificate of Substantial Completion following inspection, or advise the Contractor of construction that must be completed or corrected before the certificate will be issued.
1. The Architect will repeat inspection when requested and assured that the Work has been substantially completed.
  2. Results of the completed inspection will form the basis of requirements for final acceptance.

#### 1.04 FINAL ACCEPTANCE

- A. Preliminary Procedures: Before the Contractor requests final inspection for certification of final acceptance and final payment, complete the following; list exceptions in the request:
1. Submit an updated final statement, accounting for final additional changes to the Contract Sum
- B. Reinspection Procedure: The Architect will reinspect the work upon receipt of notice that the work, including inspection list items from earlier inspections, have been completed, except items whose completion has been delayed because of circumstances acceptable to the Architect.

#### 1.05 RECORD DOCUMENT SUBMITTALS

- A. General: Do not use record documents for construction purposes; protect from deterioration and loss in a secure, fire-resistive location; provide access to record documents for the Architect's reference during normal working hours.
- B. Record Documents: Each Prime Contractor shall maintain a clean, undamaged set of Contract Drawings. Mark the set to show the actual installation where the installation varies substantially from the Work as originally shown.
1. Mark record sets with red erasable pencil; use other colors to distinguish between variations in separate categories of the Work.
  2. Mark new information that is important to the Owner, but was not shown on Contract Drawings or Shop Drawings.
  3. Upon completion, submit one set of record drawings to the Architect for Owner's record.

**PART 2 - PRODUCTS** - Not Applicable.

## **PART 3 - EXECUTION**

### **3.01 CLOSEOUT PROCEDURES**

- A. Operating and Maintenance Instructions: Not applicable.
- B. Extra Stock: Not applicable.

### **3.02 FINAL CLEANING**

- A. General: General cleaning upon completion of construction is required by the General Contractor.
- B. Cleaning: Each Prime Contractor shall employ experienced workers or professional cleaners for final cleaning. Comply with manufacturer's instructions.
  - 1. Each Prime Contractor shall complete the following cleaning operations before requesting inspection for Certification of Substantial Completion.
    - a. Remove labels that are not permanent labels.
    - b. Remove excess caulking and other substances that are noticeable on the finished surface.
    - c. Clean the site, including landscape areas, of rubbish, litter and other foreign substances. Sweep paved areas broom clean; remove stains, spills and other foreign deposits. Rake grounds that are neither paved nor planted, to a smooth even-textured surface. Inspect roof areas and remove construction debris. Reinspect all areas where construction has taken place, and verify that nails, sharp metal objects and other foreign objects have been removed and disposed of properly.
- C. Removal of Protection: Each Prime Contractor shall remove from the site temporary protection and all other facilities installed for protection of the Work during construction.
- D. Site Restoration: At conclusion of construction and upon removal of temporary facilities, make all improvements necessary to restore the building and site to preconstruction conditions.
- E. Compliance: Each Prime Contractor shall comply with regulations of authorities having jurisdiction and safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on the Owner's property. Do not discharge volatile, harmful or dangerous materials into drainage systems. Remove waste materials from the site and dispose of in a lawful manner.

**END OF SECTION 01700**



**SECTION 02070**

**SELECTIVE BUILDING DEMOLITION**

1.01 RELATED DOCUMENTS:

- A. Drawings and general provisions of contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.

1.02 DESCRIPTION OF WORK:

- A. Extent of selective demolition is described in the Contract Documents and as also required to complete the work of this project, whether or not specifically described in the Bid Documents.
- B. Schedules of Demolition Work: Demolition for the most part requires removal and legal off-site disposal, of all existing material not scheduled for reuse.
- C. Refer to other sections of the specifications and the drawings for specific demolition requirements which may apply to each particular aspect of the work.

1.03 SUBMITTALS:

- A. Schedule: Each Prime Contractor shall submit a written or graphic phasing plan to the Architect for approval indicating sequence of operations for selective demolition work prior to commencement. Schedule must anticipate the need to sequence demolition work in a manner which minimizes inconvenience to occupants, consider the work of other prime contractors, and allows continuous, safe usage of building and site throughout the course of construction.

1.04 JOB CONDITIONS:

- A. Condition of Structures: Owner assumes no responsibility for actual condition of items or structures to be demolished.
- B. Partial Demolition and Removal: Items indicated to be removed but of salvable value to Contractor may be removed as work progresses. Transport salvaged items from site as they are removed.
  - 1. Storage or sale of removed items on site will not be permitted.

- C. Protections: Provide temporary barricades, temporary ramps, temporary stairs, temporary handrails, temporary support and other forms of protection and traffic control as required to protect Owner's personnel, occupants, workers, and the general public from injury due to selective demolition work.
1. Provide appropriate protective measures as required to provide free and safe passage of workers, building occupants, and general public.
  2. Protect from damage existing finish work that is to remain in place.
  3. Protect existing construction-to-remain with suitable coverings when necessary. Keep buildings secure and weathertight at all times.
  4. Remove protections at completion of work.
  5. Comply with PennDOT regulations when removing and disposing of demolished materials.
  6. Comply with applicable federal, state and local regulations governing the removal, handling and disposal of materials to be demolished.
  7. Comply with applicable federal, state and local regulations governing removal, handling and disposal of hazardous materials.
- D. Damages: Promptly repair damages caused to adjacent surfaces or facilities by demolition work at no cost to the Authority or building occupant.
- E. Traffic: Conduct selective demolition operations and debris removal in a manner to ensure minimum interference with roads, streets, walks, corridors, stairs, and other occupied or used facilities.
1. Do not close, block or otherwise obstruct streets, walks, corridors, stairs, entrances/exits or other occupied or used facilities without prior permission from the appropriate authorities and advanced notification to the building occupants. Provide alternate routes around closed or obstructed traffic ways.

**PART 2 - PRODUCTS** - As required to support the removal, transportation and disposal process in compliance with Federal, State, and Local Regulations.

## **PART 3 - EXECUTION**

### **3.01 INSPECTION:**

- A. Prior to commencement of selective demolition work, inspect areas in which work will be performed. Photograph existing conditions at structure surfaces, equipment or at surrounding properties which could be misconstrued as damage resulting from selective demolition work; file with the Library System prior to starting work.

### **3.02 DEMOLITION:**

- A. Perform selective demolition work in a systematic manner and carefully coordinate all demolition operations with the Owner in order to minimize inconvenience to building occupants. Use such methods as required to complete work in accordance with project schedule, approved phasing plan, and governing regulations. Provide and install dumpsters to receive demolished materials at locations approved in advance by the Owner and Authorities having jurisdiction.
- B. Perform work so as to keep noise, vibration and dust to a minimum. Provide temporary enclosures and/or appropriate barriers as necessary to protect adjacent surfaces, including collection of debris that may fall into the attic area during roof removal. Provide temporary enclosures as necessary to protect surrounding areas. Clean and magnetically sweep the work area on a daily basis.
- C. Stop work and notify the Architect if any suspected hazardous materials are encountered, which are not identified in the Bid Documents.
- D. The Owner reserves the right to direct the Contractor to alter the demolition plan and/or procedures if, in the opinion of the Owner, the Contractor's operations are creating unacceptable conditions for the occupants or the General Public. If directed to do so, the Contractor shall revise his/her demolition plan and/or procedures at no additional cost to the project.
- E. Existing asphalt built up roof has been identified as Category 1 non-friable ACM. Follow applicable regulations for removal of area less than 5,580 square feet. Although it is not anticipated that the removal operation of this size will be subject to the NESHAP, the General Contractor shall be required to at least have an appropriately certified person on-site while removal/disposal of the described ACM is taking place.

3.03 SALVAGE MATERIALS:

- A. Salvage Items: No materials removed in the course of completing this project will be turned over to the Owner, unless specifically noted on the drawings or elsewhere in the specifications.

3.04 DISPOSAL OF DEMOLISHED MATERIALS:

- A. Remove debris, rubbish and other materials resulting from demolition operations from building site. Transport and legally dispose of off site. Retain and submit to the Owner all documentation related to the hauling and disposal of materials considered hazardous in nature.
- B. Verify during Bid Period that anticipated landfill site will accept the described ACM.

3.05 CLEAN UP

- A. Thoroughly clean work areas at completion of demolition work and remove temporary facilities once permanent provisions have been made.
  - 1. Daily and final clean up is of extreme importance and this requirement will be strictly enforced.
  - 2. Daily and final clean up shall include magnetic sweeping of pave and lawn areas.

**END OF SECTION 02070**



## SECTION 07311 - FIBERGLASS ASPHALT SHINGLES

### PART 1 - GENERAL

#### 1.01 WORK INCLUDED

- A. Roofing Contractor to follow all of the manufacturer's system requirements and details to receive specified warranty.
- B. Roofing Contractor shall have full set of specification and drawings on site for duration of project.
- C. Roofing Contractor shall adequately staff roofing project once project has begun. Owner fully expects re-roofing to commence everyday weather permitting.
- D. Roofing Contractor responsible for proper water tight temporary tie-ins from new system to existing roofing system during the duration of the construction process.
- E. Roofing Contractor shall agree to respond to any leak within two hours of leak call during the construction process.
- F. Roofing Contractor shall be responsible for any water leak damage that may occur to the interior of building as a result of damage to the existing roof, or temporary tie in area during the construction.
- G. Roofing Contractor shall be responsible for all measurements and verification of existing conditions.
- H. Roofing Contractor responsible for all measurements of all metal systems associated with their work.
- I. Core Cut at Roof Area:
  - 1. 11.5" wide x  $\frac{3}{4}$ " thick wood plank
  - 2.  $\frac{3}{4}$ " Plywood
  - 3. Felt Underlayment / Ice & Water at Eave
  - 4. 3 Tab Shingle (1 layer)
- J. Remove existing 3 tab shingle, shingle accessories, underlayment and all nails down to exposed roof sheathing.
- K. Remove existing copper step flashing, copper thru-wall counter-flashing, apron flashing and drip edge.

- L. Roofing Contractor is responsible for locating all conduits fastened on the underside of deck. All Conduits must be located prior to installing any mechanical fasteners. Contractor also responsible for any interior disturbances caused by hitting of conduit lines.
- M. Contractor is responsible to protect existing property grounds & building in close vicinity to work site during roofing process. Any damage that may be caused to property grounds or close buildings shall be done so at no cost to owner.
- N. Contractor shall include mobilization to complete job from start to finish.
- O. Contractor shall remove all debris from job site in accordance with all local, state & federal regulations.
- P. Contractor to include all costs associated with any interior daily clean up (if any) or protection that may be required during demolition.

#### 1.04 QUALITY ASSURANCE

- A. Installer Qualifications: A pre-qualified firm that is approved, authorized, and licensed by the roof system manufacturer to install the roofing products and that is eligible to receive specified warranties.
- B. Roofing Contractor will be required to respond to any roof leaks within 2 hours of receiving leak notification by owner or manufacturer.
- C. Source Limitations: Obtain components for shingle roofing system from same manufacturer as shingle roofing.

#### 1.05 PERFORMANCE REQUIREMENTS

- A. General: Provide installed roofing membrane and base flashings that remain watertight; do not permit the passage of water; and resist specified uplift pressures, thermally induced movement, and exposure to weather without failure.
- B. Material Compatibility: Provide roofing materials that are compatible with one another under conditions of service and application required, as demonstrated by roofing membrane manufacturer based on testing and field experience.

#### 1.06 DESCRIPTION OF WORK:

- A. Roofing work includes removal and installation of new 3 tab asphalt shingles and accessories as shown on the drawings, as herein specified and as otherwise required for a complete, weather tight installation. Copper work associated with shingle work is also included in this section.

1.07 QUALITY ASSURANCE:

- A. UL Listing: Provide labeled material that has been tested and listed by UL for Class and Rating indicated.
- B. Referenced Standards: Comply with approved manufacturer's printed installation requirements and latest editions of the NRCA Steep Roofing Manual and the International Building Code.

1.08 SUBMITTALS:

- A. Samples: Submit full range of samples for color and texture selection.
- B. Technical Data: Manufacturer's literature demonstrating compliance with specification requirements.

1.09 DELIVERY, STORAGE, AND HANDLING:

- A. Deliver materials in manufacturer's unopened, labeled bundles, rolls or containers.
- B. Store materials to avoid water damage and store rolled goods on end. Comply with manufacturer's recommendations for job-site storage and protection.

1.10 JOB CONDITIONS:

- A. Substrate: Inspect existing plywood sheathing and do not proceed until conditions found to be unsuitable are corrected.
- B. Weather Conditions: Proceed with shingle work only when weather conditions are in compliance with manufacturer's recommendations and when substrate is completely dry.

1.11 SPECIFIED PRODUCT WARRANTY:

- A. Provide shingle manufacturer's limited 30-year warranty.

**PART 2 - PRODUCTS**

2.01 FIBERGLASS ASPHALT SHINGLE MATERIALS:

- A. Provide product meeting or exceeding the standard of quality established by GAF "Marquis WeatherMax 3-Tab Shingles". Shingle shall meet Class A fire requirements.

B. Shingle Color: As selected by the Architect.

2.02 MORTAR JOINT (Existing):

- A. Lead wedges at counter-flashing hem at all locations that previously had counter-flashing in place.
- B. Sika Flex (or approved equal) caulking over counter-flashing hem & lead wedges. Color close as possible to existing.

2.03 COPPER WORK:

- A. New 20 oz. copper flashing at the following locations. Starter cleats shall also be fabricated from copper.
  - 1) Counter-Flashing at all existing locations
  - 2) Apron flashing at the approximate 31" sides of penetration
  - 3) Step-Flashing at all existing locations
  - 4) Drip Edge
  - 5) Cap over top of the approximate 31" x 73" penetration
  - 6) Starter cleat for cap mentioned in #5 above

2.04 ROOFING ACCESSORIES:

- A. Provide and install the following, unless otherwise recommended by the shingle manufacturer for compatibility with the roofing system, UL rating or warranty herein specified.
  - 1. Asphalt Plastic Roof Cement: Fibrated asphalt cement (non-asbestos containing) for trowel application; comply with ASTM D 2822 at step flashing as required.
  - 2. Ridge Shingles: Job fabricated units cut from actual shingles used, unless otherwise recommended by the shingle manufacturer.
  - 3. Roof Deck Protection: **2 (two)** layers of manufacturer's self-adhered ice & water shield over entire roof area.
  - 4. Manufacturers starter shingle at eaves.

**PART 3 - EXECUTION**

3.01 INSPECTION:

- A. Examine substrate and conditions under which shingling work is to be performed and notify the Architect in writing of unsatisfactory conditions. Do not proceed with roofing work until unsatisfactory conditions have been corrected.

3.02 PREPARATION OF SUBSTRATE:

- A. Clean substrate of any projections and substances detrimental to shingling work. Cover knotholes or other minor voids in substrate with sheet metal flashing secured with roofing nails.

- B. Coordinate installation of shingles with flashing and other adjoining work to ensure proper sequencing and a watertight installation.

### 3.02 COPPER WORK INSTALLATION:

- A. Approximate 73" x 31" penetration: Fasten copper starter cleat at flange and face in between joints at terra-cotta cap to provide adequate wind up lift and not to experience problems with combining dis-similar metals. Snap new fully encapsulating copper cap onto starter cleat. Solder any cut joints complete.
- B. Install step flashing on roof area approx. 4" and up wall approx. 4". Fasten deck flange per industry standards.
- C. Drip edge deck flange shall be nailed 3" on center with copper nails regardless of manufacturer's requirements.

### 3.03 MORTAR JOINT (Existing) INSTALLATION:

- A. Contractor to saw cut a minimum of 1" into existing mortar at all areas where previously installed counter-flashing was found in place. If these areas have previously received a saw cut, contractor to extend new saw cut another ½" into mortar.
- B. Contractor to install a bead of geocell into properly prepared reglet joint.

### 3.04 INSTALLATION:

- A. 3 Tab Shingle: each row of shingles shall be chalked for proper placement. Nail shingles between top of notch and resin strip. Each shingle shall receive 6 nails, regardless of manufacturer's minimum requirements.
- B. Ice/Water Protection Barrier: joints shall be staggered. Underlayment shall be installed 3" to 4" up wall. Ice & water shall have a 6" end lap & 3" field lap. All laps shall receive hand rolling to insure firm bond.
- C. Ridge Cap: ridge cap shall be nailed in place using roof nails long enough to penetrate through roof sheathing a minimum of ¾". Install 2 manufacturer recommended nails per piece at areas shown on manufacturers printed guidelines. Any exposed nails shall receive a dab of sealant.

**END OF SECTION 07311**



## SECTION 07531 - EPDM MEMBRANE ROOFING

### PART 1 - GENERAL

#### 1.01 WORK INCLUDED

- A. Roofing Contractor to follow all of the manufacturer's system requirements and details to receive specified warranty.
- B. Roofing Contractor shall have full set of specification and drawings on site for duration of project.
- C. Roofing Contractor shall adequately staff roofing project once project has begun. Owner fully expects re-roofing to commence everyday weather permitting.
- D. Roofing Contractor responsible for proper water tight temporary tie-ins from new system to existing roofing system during the duration of the construction process.
- E. Roofing Contractor shall agree to respond to any leak within two hours of leak call during the construction process.
- F. Roofing Contractor shall be responsible for any water leak damage that may occur to the interior of building as a result of damage to the existing roof, or temporary tie in area during the construction.
- G. Roofing Contractor shall be responsible for all measurements and verification of existing conditions.
- H. Roofing Contractor responsible for all measurements of all metal systems associated with their work.
- I. Roofing Contractor responsible for lifting any penetrations that may be required by manufacturer to receive specified warranty.
- J. Roofing Contractor work under this section includes the complete tear off of the existing roofing systems down to wood plank deck at roof area, BUR at wall area, curb flashing and installation of a new fully adhered EPDM Roofing System.
- K. Core Cut at Roof Area:
  - 1. 11.5" wide x  $\frac{3}{4}$ " thick wood plank

2. Kraft Paper (Residual)
3. 3/4" Smooth Bituminous Built Up Roof (Non-Friable ACM)
4. Mechanically Fastened 1/2" Wood Fiber (Wet)
5. Fully Adhered EPDM non-reinforced
  - A. 1.5" approximate thickness from roof deck, up
- L. Core Cut at Wall Area:
  1. Terra-Cotta Construction Substrate
  2. 1/2" Smooth Bituminous Built Up Roof (Non-Friable ACM)
  3. Fully Adhered EPDM non-reinforced
- M. Contractor to include in base bid removal & new installation of existing roof decking at approximately 4' x width of entire front parapet wall. New 3/4" thick CDX plywood decking shall span a minimum of 2 roof trusses and be fastened into the truss system a minimum of 3" on center.
- N. Remove existing white membrane roofing material and termination bar at all locations that currently have this detail.
- O. Remove existing roof drains, thru-wall scuppers, face flange & conductor head.
- P. Any existing metal coping cap & ledge flashing in place at this time shall remain during the construction process.
- Q. Remove existing roof hatch cover, wooden curbing & wooden ladder to gain access to roof hatch from attic. Cut back existing roof deck and roofing material flush with rough opening at roof hatch so opening is vertically flush with surrounding truss and joist system.
- R. Roofing Contractor responsible for installation of new drains & overflow scuppers.
- S. Roofing Contractor is responsible for locating all conduits fastened on the underside of deck. All Conduits must be located prior to installing any mechanical fasteners. Contractor also responsible for any interior disturbances caused by hitting of conduit lines.



- T. Roofing Contractor shall include in bid, loose laying a base layer of ¼" Dens-Deck Primed & then mechanically fastening a top layer of 1.5" Polyisocyanurate roof insulation and fiberboard crickets behind units per FM Class 1A-90 requirements to receive specified warranty, but not less than 16 fasteners every 4' x 8' board.
- U. Roofing Contractor shall fully adhere .060 non-reinforced black EPDM to Polyisocyanurate cover board and fiberboard crickets (behind penetrations greater than 18" in width) with LVOC Single Ply Bonding adhesive.
- V. Roofing Contractor shall install **ALL** seams with manufacturers required guidelines utilizing tape. All areas to receive bond between membrane and tape shall be cleaned jet black and receive manufacturer's primer.
- W. Roofing Contractor shall include in bid the installation of walkway pads at Roof access area ONLY.
- X. Install termination bar at all rising walls as required by manufacturer and shown in details drawings. Termination bar shall be fastened **6" on center** regardless of manufacturer's minimum requirements. Termination bar shall receive a bead of water cut off mastic between membrane and underlying substrate. Once termination bar is fastened, contractor shall install a thin bead of manufacturer approved caulking atop the termination bar.
- Y. Roofing Contractor to provide owner with a manufacturer's no dollar limit total system warranty, upon completion and inspection of the total roof system.
- Z. Contractor is responsible to protect existing property grounds & building in close vicinity to work site during roofing process. Any damage that may be caused to property grounds or close buildings shall be done so at no cost to owner.
- AA. Contractor shall include mobilization to complete job from start to finish.
- BB. Contractor shall remove all debris from job site in accordance with all local, state & federal regulations.

CC. Contractor to include all costs associated with any interior daily clean up (if any) or protection that may be required during demolition.

#### 1.02 SUMMARY

A. This Section includes an adhered 20-Year membrane roofing system, upon complete removal of existing roof system at roof area and removal of EPDM down to BUR at rising wall area. Also includes custom sheet metal work at existing perimeter parapet and ledge.

#### 1.03 SUBMITTALS

- A. Products Data: For each product indicated.
- B. Shop Drawings: Include plans, elevations, sections, details, and attachments to other Work.
- C. Samples: For each product included in membrane roofing system.
- D. Research/evaluation reports.
- E. Maintenance data.

#### 1.04 QUALITY ASSURANCE

- A. Installer Qualifications: A pre-qualified firm that is approved, authorized, and licensed by the roof system manufacturer to install the roofing products and that is eligible to receive manufacturer's warranty.
- B. Roofing Contractor will be required to respond to any roof leaks within 2 hours of receiving leak notification by owner or manufacturer.
- C. Source Limitations: Obtain components for membrane roofing system from same manufacturer as roofing membrane.
- D. Fire-Test-Response Characteristics: Provide membrane roofing materials with the fire-test-response characteristics indicated as determined by testing identical products per test method below by UL, FMG, or

another testing and inspecting agency acceptable to authorities having jurisdiction.

1. Exterior Fire-Test Exposure: Class A; ASTM E 108, for application and roof slopes indicated.

#### 1.05 PERFORMANCE REQUIREMENTS

- A. General: Provide installed roofing membrane and base flashings that remain watertight; do not permit the passage of water; and resist specified uplift pressures, thermally induced movement, and exposure to weather without failure.
- B. Material Compatibility: Provide roofing materials that are compatible with one another under conditions of service and application required, as demonstrated by roofing membrane manufacturer based on testing and field experience.

#### 1.06 PROJECT CONDITIONS

- A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit roofing system to be installed according to manufacturer's written instructions and warranty requirements.

#### 1.07 WARRANTY

- A. Manufacturer's standard no-dollar limit total system roof warranty.
  1. Warranty Period: **20 years** equal from date of Substantial Completion

### **PART 2 - PRODUCTS**

#### 2.01 EPDM ROOFING MEMBRANE

- A. EPDM Roofing Membrane: ASTM D 4637, Type I, non-reinforced uniform, flexible sheet made from EPDM, and as follows:
  1. Manufacturers:
    - a. Firestone
    - b. Carlisle
    - c. Versico

d. Genflex

2. Thickness: .060"

3. Exposed Face Color: Black

## 2.02 AUXILIARY MATERIALS

A. General: Auxiliary materials recommended by roofing system manufacturer for intended use and compatible with membrane roofing.

B. Fire-Test-Response Characteristics: Provide membrane roofing materials with the fire-test-response characteristics indicated as determined by testing identical products per test method below by UL, FMG, or another testing and inspecting agency acceptable to authorities having jurisdiction.

1. Exterior Fire-Test Exposure: Class A; ASTM E 108, for application and roof slopes indicated.

C. Sheet Flashing: 60-mil- (1.5-mm-) thick EPDM, partially cured or cured, according to application.

D. Bonding Adhesive: Manufacturers LVOC bonding adhesive.

E. Seaming Material: Manufacturer's standard synthetic-rubber polymer primer and seam tape. Thickness of seam tape shall be determined by manufacturer's current requirements to receive specified warranty.

F. Fasteners/Wood Plank: Factory-coated **#14** fasteners and metal plates meeting corrosion-resistance provisions in FMG 4470, designed for fastening insulation to substrate, and acceptable to membrane roofing system manufacturer.

G. Miscellaneous Accessories: Provide lap sealant, water cutoff mastic, metal termination bars, metal battens, pourable sealers, preformed cone and vent sheet flashings, preformed inside and outside corner sheet flashings, T-joint covers, in-seam sealants, termination reglets, cover strips, and other accessories.

## 2.03 ROOF INSULATION

A. Cover Board Insulation: ASTM C 1289, 25PSI, felt or glass-fiber mat faced on both major surfaces.

1. Type: Polyisocyanurate

2. Thickness: 1.5"

- B. Provide tapered fiberboard crickets at high side of all penetrations greater than 18" wide.

#### 2.04 BASE LAYER

A. Base Layer: ASTM C 1177/C 1177M, glass-mat, water-resistant gypsum substrate, 1/4" thick, Primed.

- 1. Product: Subject to compliance with requirements, provide "Dens-Deck" by Georgia-Pacific Corporation of approved equal.

#### 2.05 INTERIOR PARAPET WALL:

A. ASTM C 1289, 25PSI, felt or glass-fiber mat faced on both major surfaces.

- 1. Type: Polyisocyanurate
- 2. Thickness: 1"
- 3. Additional Notes: Chamfer at 45 degree angle as shown in detail drawings to provide proper transition into termination bar.

#### 2.06 ROOF DRAINS

A. Custom fabricate new 20oz. copper drop tubes at existing locations. Drop tubes shall be completely solder at flange to drop tube location and at vertical hem in drop tube.

#### 2.07 METAL PARAPET WALL

A. Any areas that currently have an existing metal coping cap in place, shall remain.

B. Roof parapet wall system to comply with the following information.

A. Manufacturers: Hickman & Metal-Era

B. System Type: Equal to Permasnap

C. Gauge: Aluminum, .040" in thickness

D. Paint type: Kynar 500 Finish

E. 8" wide internal splice plates which shall have a 1/4" reveal.

F. Color: as close as possible to existing

- G. Clip Type, Thickness & Frequency: Galvanized, 20 Gauge, in between each joint in existing terra-cotta cap.
- H. Cap shall be sloped back to roof area
- I. ANSI/SPRI ES-1 tested
- J. Paint warranty: 20 year paint finish warranty

#### 2.08 MISCELLANEOUS:

- A. 30" x 48" Babcock-Davis or Bilco, mill finish aluminum roof hatch complete with new curb at existing location. Curb shall be complete with standard insulation.
- B. Babcock-Davis Bilco safety railing system which shall be composed of galvanized pipe and zinc-plated chain. Safety railing shall be complete with all necessary accessories to mount railing to roof hatch.
- C. 6' aluminum ladder at new roof hatch location.
- D. 2 (two) coats of gray rust oleum at penetrations that currently have rust.
- E. At roof hatch location, new wood blocking to achieve a level substrate before new roof hatch is installed.

#### 2.09 METAL LEDGE PER DETAIL 2 & UNDER METAL PARAPET WALL CAP

- A. Any areas that currently have an existing ledge flashing in place, shall remain.
- B. Ledge system to comply with the following information.
  - A. Manufacturers: Atas, Firestone, Drexel, Englert
  - B. Gauge: Aluminum, .040" in thickness
  - C. Paint type: Kynar 500 Finish
  - D. 8" wide internal splice plates which shall have a ¼" reveal.
  - E. Color: as close as possible to existing
  - F. Clip Type, Thickness & Frequency: Galvanized, 20 Gauge, in between each joint in existing terra-cotta
  - G. Paint warranty: 20 year paint finish warranty

#### 2.10 WALKWAYS

- A. Flexible Walkways: Factory-formed, nonporous, heavy-duty, solid-rubber, slip-resisting, surface-textured

walkway pads, approximately 3/16 inch (5 mm) thick, and acceptable to membrane roofing system manufacturer.

2.11 OVERFLOW SCUPPER (Existing):

- A. 2 (two) new custom fully soldered 20oz. copper thru-wall overflow scupper at existing locations. Length, width & interior/exterior face flange of scupper shall be in similar accordance to existing. Conductor head detail shall not be repeated. New face flange shall have an approximate 1" to 1.5" return hem with an additional 1/4" opposite return hem.

2.10 MORTAR JOINT (Existing):

- A. Lead wedges at counter-flashing hem. Detail 2 in roof Detail drawings & at scupper exterior face.
- B. Sika Flex (or approved equal) caulking over counter-flashing hem & lead wedges. Color close as possible to existing.

**PART 3 - EXECUTION**

3.01 ROOF INSULATION INSTALLATION

- A. Comply with manufacturer's written instructions for installing roof insulation.
- B. Install tapered fiberboard insulation in area of roofing to conform to slopes indicated on drawing & fasten per letter E below.
- C. Coordinate installing membrane roofing system components so insulation is not exposed to precipitation or left exposed at the end of the workday.
- D. Install one or more layers of insulation in 4'x8' boards under area of roofing to achieve required thickness. Joints shall be staggered from joints of previous layer, a minimum of 6 inches (150 mm) in each direction.
- E. Insulation to resist uplift pressure at corners, perimeter, and field of roof per FM Class 1A-90, but not less than 16- #14 fasteners per 4x8 board.

3.02 BASE LAYER INSTALLATION

- A. Comply with manufacturer's written instructions for installing roof base layer.

- B. Base layer shall be loose laid. Joints shall be staggered from joints of pervious layer, a minimum of 6 inches (150mm) in each direction.

3.03 MISCELLANEOUS INSTALLATION:

- A. Install roof hatch and curb over top of new leveled wood blocking.
- B. Safety railing shall be fastened to roof hatch & curb per manufacturer's instructions.
- C. Aluminum ladder to rest on interior of new roof curb and the base of ladder shall rest on attic floor. Ladder to be locked to new roof hatch and key shall be thrown away.
- D. Penetrations that currently have rust shall be sanded down & contractor shall install 2 coats of gray rust-oleum per manufacturer's instructions.
- E. Blocking at roof hatch shall be fastened in 2 staggered rows spaced 18" on center with necessary corrosion resistant fasteners.

3.04 INTERIOR PARAPET WALL INSTALLATION:

- A. New 1" Polyisocyanurate shall be fastened thru-underlying terra-cotta & existing BUR approximately every 4 square feet utilizing necessary screws & 3" plates.

3.04 MEMBRANE INSTALLATION

- A. Install roofing membrane over entire roof area according to membrane roofing system manufacturer's written instructions. Unroll roofing membrane and allow to relax before installing.
- B. Accurately align roofing membrane and maintain uniform side and end laps of minimum dimensions required by manufacturer. Stagger end laps.
- C. Apply bonding adhesive to substrate and underside of roofing membrane at rate required by manufacturer and allow to partially dry. Do not apply bonding adhesive to splice area of roofing membrane.
- D. Tape Seam Installation: Clean and prime both faces of splice areas, apply splice tape, and firmly roll side and end laps of overlapping roofing membranes according to



manufacturer's written instructions, to ensure a watertight seam installation.

E. Repair tears, voids, and lapped seams in roofing that does not meet requirements.

F. Install and apply all details in accordance with the manufacturer's 20 year warranty requirements.

### 3.05 ROOF DRAINS INSTALLATION:

A. Contractor to lay new drain into existing drain opening so that it is tight with interior of existing cast iron piping. Fasten flange of drop tube into underlying substrate and install EPDM flashing per manufacturer's current guidelines to receive specified warranty. Contractor to be certain that uncured or semi-cured flashing shall be turned down into drop a minimum of 2" to cover solder joint.

### 3.06 BASE FLASHING INSTALLATION

A. Install sheet flashings and preformed flashing accessories and adhere to substrates according to membrane roofing system manufacturer's written instructions.

B. 6" wide pressure sensitive, reinforced universal securement strip at the locations listed below regardless of manufacturers requirements. 3" tape side of RUSS shall be adhered to bottom side of roofing membrane utilizing manufacturer approved low VOC primer (any other adhesive will be rejected). Reinforced membrane side of RUSS shall be mechanically fastened through underlying components & deck 12" on center utilizing 2" wide plate & necessary fastener: 1) angle change between cricket area & main slope 2) 2 sides of ridge 3) all 90 degree angle changes.

C. Apply bonding adhesive to substrate and underside of sheet flashing at required rate and allow to dry as recommended by manufacturer. Do not apply bonding adhesive to seam area of flashing.

D. Any 0.032" aluminum counter-flashing that may be required at penetrations to receive specified warranty shall be included.

- E. Flash penetrations and field-formed inside and outside corners with cured or uncured sheet flashing per manufacturers guidelines to receive specified warranty.
- F. Terminate and seal top of sheet flashings and mechanically anchor to substrate through termination bars.

### 3.07 WALKWAY INSTALLATION

- A. Flexible Walkways: Install walkway products in locations of roof access and as otherwise specified. Adhere walkway products to substrate with compatible adhesive according to roofing system manufacturer's written instructions.

### 3.08 METAL PARAPET WALL INSTALLATION

- A. Fasten 12" wide, 20 gauge galvanized clip in between each joint per manufacturers requirements. Snap coping cap on to clip and adjoin coping cap complete with 8" wide internal splice plates which shall have a ¼" reveal & necessary sealant.
- B. Contractor to include any work necessary to tie into existing coping cap.

### 3.09 METAL LEDGE PER DETAIL 2 & UNDER METAL PARAPET WALL CAP INSTALLATION

- A. Fasten 12" wide, 20 gauge galvanized clip in between each joint per manufacturers requirements. Snap metal cap on to clip and adjoin cap by utilizing 8" wide internal splice plates which shall have a ¼" reveal & necessary sealant.
- B. Contractor to include any work necessary to tie into existing ledge cap.
- C. Clip shall be fastened thru existing terra-cotta a minimum of 6" O.C. thru flange.
- D. Rivet face of cap and underlying clip a minimum of 4" on center.

### 3.10 MORTAR JOINT (Existing) INSTALLATION:

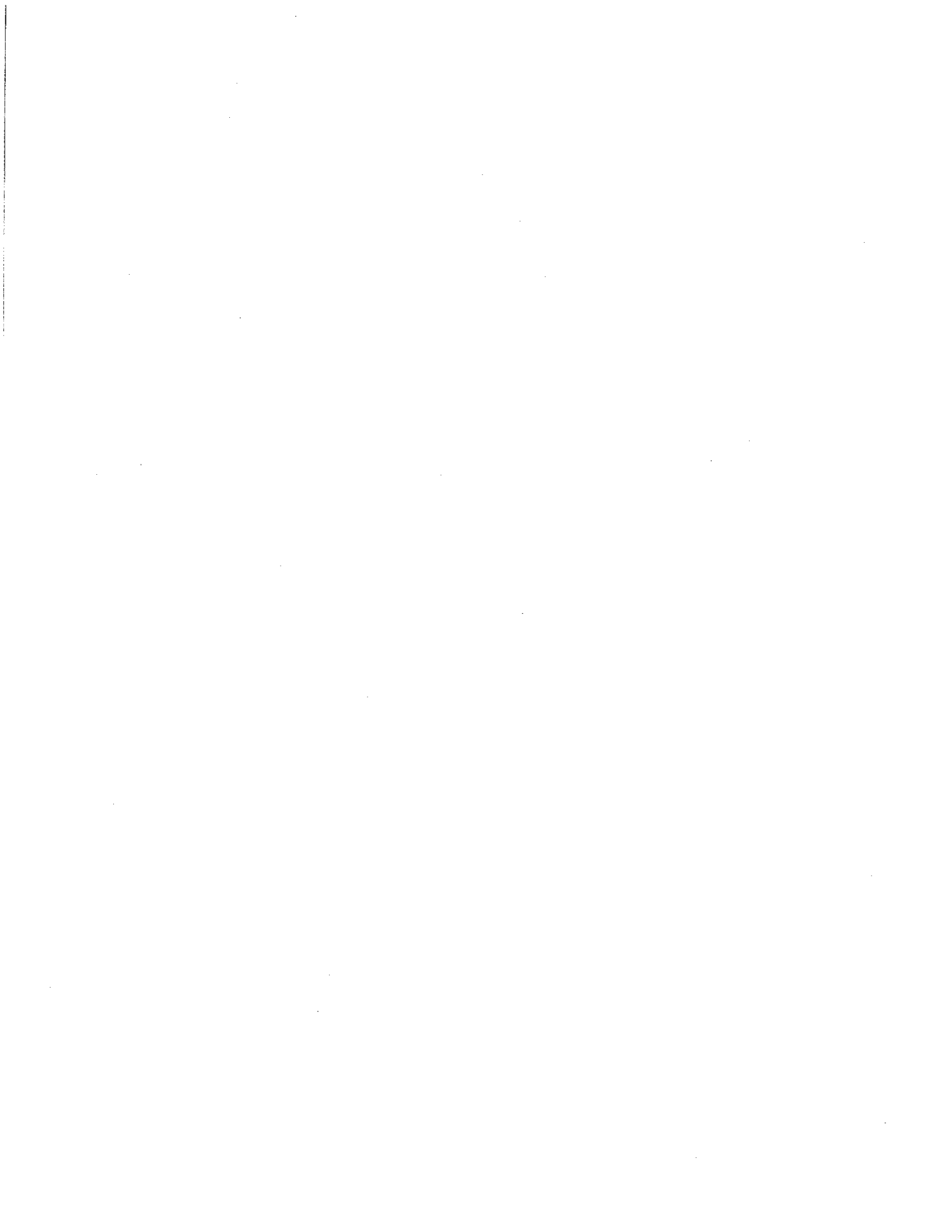
- A. Contractor to saw cut a minimum of 1" into existing mortar at detail 2 & scupper face flange. If this area had previously received a saw cut, contractor to extend new saw cut another ½" into mortar.

- B. Contractor to install a bead of geocell into properly prepared reglet joint.
- C. Install lead wedges every 12" on center at counter-flashing hem per Detail 2 in roof detail drawings & at scupper exterior face.
- D. Install masonry caulking between top of reglet cut and new flashing.

### 3.11 FIELD QUALITY CONTROL

- A. Testing Agency: At Owner's option, the Authority will engage a qualified independent testing and inspecting agency to perform roof tests and inspections and to prepare test reports.
- B. A roof inspection is required by membrane manufacturer before warranty issue. Scope of inspection and source of report maybe by a prequalified roofing consultant or an independent testing and inspecting agency if preferred.
- C. Final Roof Inspection: Arrange for roofing system manufacturer's technical personnel to inspect roofing installation on completion and submit report to Owner.
- D. Repair or remove and replace components of membrane roofing system where test results or inspections indicate that they do not comply with specified requirements.

**END OF SECTION 07531**



**Lackawanna County Board of Commissioners  
Request for Sealed Bids on the Following Items:  
Roof Replacement and HVAC Renovations  
at the  
Lackawanna County Children's Library  
520 Vine Street, Scranton, PA 18509**

**SCHEDULE OF DRAWINGS**

Cover Sheet

A-1 Roof Plan (General Construction Contract)

A-2 Roof Detail Plan (General Construction Contract)

H-1 HVAC Plan (HVAC Construction Contract)

E-1 Electrical Plan (HVAC Construction Contract)

Note: Specification Divisions 01010 through 02070  
contain information applicable to each Prime  
Contract.



# **BIDDING DOCUMENTS**





**Lackawanna County Children's Library  
520 Vine Street, Scranton, PA 18503**

**BID FORM**

**BID FOR CONTRACT**

Bid ID# : 253 - 15 - 1090

Lackawanna County Controller  
Scranton Electric Building,  
1<sup>st</sup> Floor 507 Linden Street,  
Scranton, PA 18503

BID OF \_\_\_\_\_  
(Company Name, Address w/Zip Code)

\_\_\_\_\_  
Telephone Number: ( \_\_\_\_\_ ) \_\_\_\_\_

**Members of the Board of County Commissioners:**

1. In conformity with the specifications as prepared by Thomas Horlacher, A.I.A., and after an examination of the location and nature of the required work, and the Contract Documents, including Invitation to Bid, Instruction to Bidders, Attachments to the Instructions to Bidders, this Form of Bid, the Form of Owner-Contractor Agreement, the Bid Bond, the General Conditions, the General Requirements, Specifications, the undersigned submits this Bid and encloses herewith

(A) as a Bid Guaranty, a certified check, bank cashier's check, trust company treasurer's check, bid bond on the form enclosed and furnished by the Owner, or other form of security permitted by applicable law, in an amount of not less than ten percent (10%) of the total of the hereinafter stated Base Bid made payable to or indemnifying the County of Lackawanna, which bond it is understood will be forfeited to and retained by the Owner, as liquidated damages, if this Bid or any part thereof is acceptable by the Owner, and the undersigned shall fail to furnish approved bonds, other required documents, and the executed contract within ten (10) days from date of issuance of the award.

(B) A Non-Collusion affidavit under the Antbid-Rigging Act, certifying that the undersigned is the only person(s) interested in this Bid as principal, and that the Bid is made without collusion with any person, firm, or corporation.

(c) The Qualifications Statement (required of all Bidders).

(D) Certificate of Authority (or the Application in circumstances more fully described in the Instructions to Bidders) required of all corporations not domiciled in the Commonwealth of Pennsylvania.

(E) Certificate of Non-segregated Facilities.

(F) Certificate of Bidder regarding Equal Opportunity Employment.

2. It is understood and agreed that this Bid will remain effective for a period of time in accordance with the provisions of the Instructions to Bidders.

3. Bidder agrees that, if awarded contract, he will furnish and deliver all materials, transportation, secure all permits and licenses, do and perform all labor, superintendence, pay all fees and do all incidental work and to execute, construct and finish within the specified time period, in a substantial and workmanlike manner, in accordance with the drawings, plans and specifications and other contract documents to the complete satisfaction and acceptance of the Owner for the above captioned contract for the price hereinafter stated.

4. BASE BID

For all Base Bid work, complete as specified and as shown on the Plans and Specifications and other Contract Documents, the sum of

\_\_\_\_\_ DOLLARS

(\$\_\_\_\_\_.)

**BIDDER MUST INSERT THE BID BOTH IN WRITING AND NUMERICALLY**

**[If Bidder is a corporation:]**

5. The Undersigned represents that he/she is in receipt of the following Addenda (if no addenda have been issued, insert the word "none" in the following spaces:

Addendum # \_\_\_\_\_

Addendum # \_\_\_\_\_

Addendum # \_\_\_\_\_

6. The Undersigned understands that the Owner reserves the right to reject any or all bids or to waive any informalities in the bidding.

(CORPORATE SEAL)

\_\_\_\_\_  
Name of Bidder-Corporation

ATTEST:

By \_\_\_\_\_  
President or Vice-President

\_\_\_\_\_  
Secretary or Treasurer

The \_\_\_\_\_ is a corporation organized and existing under the Laws of \_\_\_\_\_.

**[If a foreign corporation:]** \_\_\_\_\_ has /has not **[circle one]** been granted a certificate of authority to do business in Pennsylvania, as required by the Business Corporation Law, approved May 5, 1933, P. L. 364, as amended to date.

**[If a foreign corporation that has not been granted a certificate:]** \_\_\_\_\_ has applied for a certificate of authority to do business in Pennsylvania, as required by the Business Corporation Law, approved May 5, 1933, P. L. 364, as amended to date, and a copy of the application is attached.

**[If Bidder is a partnership:]**

WITNESS:

\_\_\_\_\_  
Name of Bidder-Partnership

\_\_\_\_\_  
Signature of an authorized  
Partnership representative

\_\_\_\_\_  
(seal)

\_\_\_\_\_  
(seal)

\_\_\_\_\_  
(seal)

\_\_\_\_\_  
(seal)

\_\_\_\_\_  
(seal)

\_\_\_\_\_  
(seal)

(Affix additional partner  
signatures if necessary)

**[If Bidder is an individual:]**

\_\_\_\_\_  
Trade or Business Name of  
Proprietorship

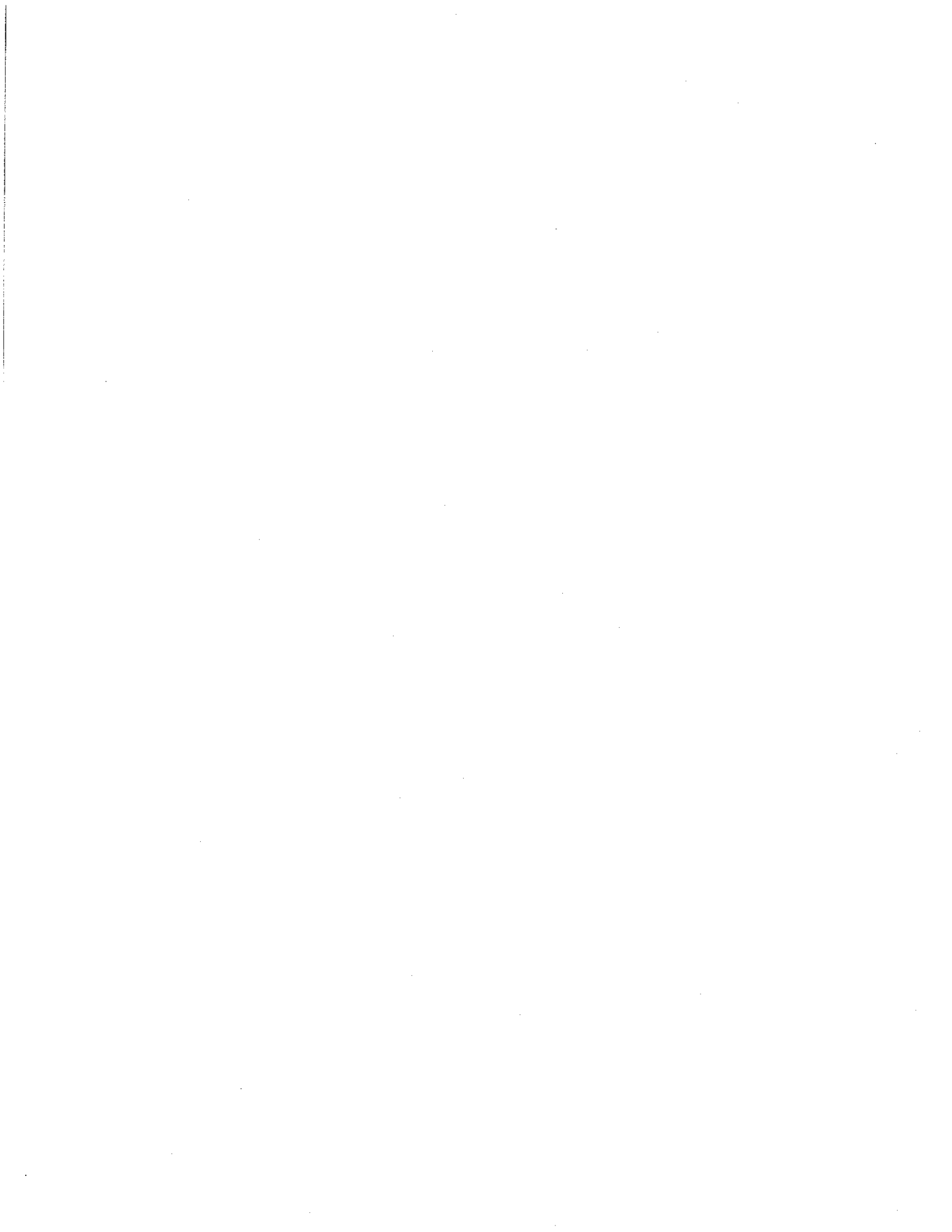
\_\_\_\_\_  
Name of Bidder-Individual  
(printed)

WITNESS:

\_\_\_\_\_  
(seal)

Signature of Bidder-Individual

\_\_\_\_\_



**Lackawanna County Children's Library  
520 Vine Street, Scranton, PA 18509**

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned \_\_\_\_\_ as PRINCIPAL, and \_\_\_\_\_ as SURETY are held and firmly bound unto the LACKAWANNA COUNTY LIBRARY SYSTEM, hereinafter called the "Local Public Agency", in the penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompany bid, dated \_\_\_\_\_, 20\_\_,  
For \_\_\_\_\_.

NOW, THEREFORE, if the Principal shall not withdraw said Bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after the said opening, and shall within the period specified therefore, or if no period be specified, with ten (10) days after the prescribed forms are presented to him for signature, enter into a written Contract with the Local Public Agency in accordance with the Bid accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract; or in the event of the withdrawal of said Bid within the period specified, or in the failure to enter in to such Contract and give such bond within the time specified, if the Principal shall pay the Local Public Agency may procure the required work or supplies or both, if the latter be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents signed by its undersigned representative, pursuant to authority of its governing body.

**INDIVIDUAL OR PARTNERSHIP PRINCIPALS**

\_\_\_\_\_ (SEAL)

\_\_\_\_\_ (SEAL)

In the presence of: \_\_\_\_\_ (SEAL)

\_\_\_\_\_ (SEAL)

**CORPORATE PRINCIPAL**

ATTEST: \_\_\_\_\_

\_\_\_\_\_ (SEAL)

**SURETY**

ATTEST: \_\_\_\_\_

\_\_\_\_\_ (SEAL)

Countersigned:

By: \_\_\_\_\_

Attorney-in-Fact,  
State of \_\_\_\_\_

**CERTIFICATE AS TO CORPORATE PRINCIPAL**

I, \_\_\_\_\_, certify that I am the Secretary of  
the Corporation named as Principal in the within bond; that

\_\_\_\_\_, who signed the said bond on behalf  
of the Principal was then \_\_\_\_\_ of said  
Corporation; that I know his signature, and his signature  
thereto is genuine; and that said bond was duly signed, sealed  
and attested to for and in behalf of said corporation by  
authority of his governing body.

\_\_\_\_\_  
Title: \_\_\_\_\_

(CORPORATE SEAL)

**Lackawanna County Children's Library**  
**520 Vine Street, Scranton, PA 18509**

**STATEMENT OF BIDDER'S QUALIFICATIONS**

All questions must be answered and the date given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

1. Name of Bidder.
2. Permanent main office address.
3. When organized.
4. If a corporation, where incorporated.
5. How many years have been engaged in the contracting business under your present firm or trade name?
6. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates on completion.)
7. General character of work performed by your company.
8. Have you ever failed to complete any work awarded to you? If so, where and why?
9. Have you ever defaulted on a contract? IF so, where and why?
10. List the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed.
11. List your major equipment available for this contract.
12. Experience in construction work similar in importance to this project.
13. Background and experience of the principal members of your organization, including the officers.
14. Credit Available: \$ \_\_\_\_\_
15. Give bank reference: \_\_\_\_\_
16. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the County of Lackawanna? \_\_\_\_\_.

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the County of Lackawanna in verification of the recitals comprising this statement of Bidder's Qualifications.





Lackawanna County Children's Library  
520 Vine Street, Scranton, PA 18509

NON-COLLUSION AFFIDAVIT

A. NON-COLLUSION AFFIDAVIT

Contract/Bid No.

Commonwealth/State of

County of \_\_\_\_\_:

I state that I am the \_\_\_\_\_ [Title] of \_\_\_\_\_ [Name of Firm] and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

(1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.

(2) Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.

(3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.

(4) The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.

(5) \_\_\_\_\_ (Name of my firm) and its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that \_\_\_\_\_ [Name of my firm] understands and acknowledges that the above representations are material and important, and will be relied on by Lackawanna County in awarding the contract(s) for which this bid is submitted.

I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Lackawanna County of the true facts relating to the submission of bids for this contract.

\_\_\_\_\_  
\_\_\_\_\_  
(Name)  
(Company)

SWORN TO AND SUBSCRIBED

BEFORE ME THIS \_\_\_\_\_ DAY

OF \_\_\_\_\_, 20 \_\_\_\_\_

Notary Public

My Commission Expires \_\_\_\_\_

**B. INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT**

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania Antibid-Rigging Act, 73 P.S. § 1611 et seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.

2. This Non-Collusion Affidavit must be executed by the member, officer or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.

3. Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of the bid.

4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.

5. The term "complementary bid" as used in the Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.

6. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid.

Lackawanna County Children's Library  
520 Vine Street, Scranton, PA 18509

**CERTIFICATE OF NON-SEGREGATED FACILITIES**

We, \_\_\_\_\_ (Company)  
Certify that we do not and will not maintain or provide for our employees any segregated facilities at any of our establishments, and that we do not and will not permit our employees to perform their services at any location, under our control, where segregated facilities are maintained. We understand and agree that breach of this certification is a violation of Equal Opportunity clause required by Executive Order 11246, amended.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom or otherwise.

We further agree that (except where we have obtained identical certifications from proposed Subcontractors for specific time periods) we will obtain identical certifications from proposed Subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that we will retain such certification in our files; and that we will forward the following notice to such proposed Subcontractors (except where the proposed Subcontractors have submitted identical certifications for specific time periods).

**NOTICE TO PROSPECTIVE SUBBUILDERS OF REQUIREMENT FOR CERTIFICATION OF NON-SEGREGATED FACILITIES.** A certification of Non-segregated facilities as required by the 9 May 1967 order on Elimination of Segregated Facilities, by the Secretary of Labor (32 Fed. Reg. 7439, 19 May 1967), must be submitted from the provisions either for each subcontract or for all subcontracts during a period (i.e. quarterly, semi-annually, or annually).

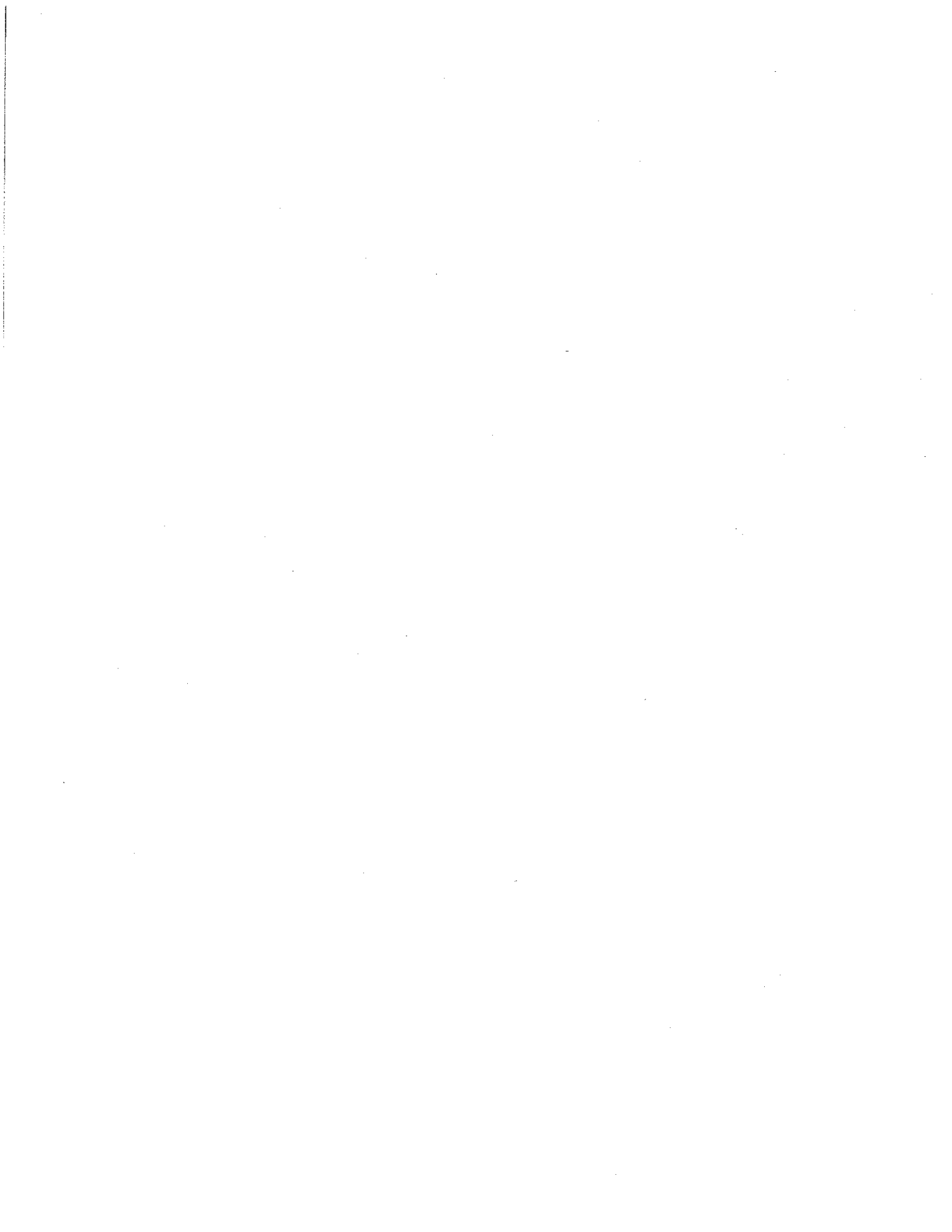
**NOTE:** Whoever knowingly and willfully makes any false, fictitious or fraudulent representation may be liable to criminal prosecution under 18 U.S.C. 1001.

\_\_\_\_\_  
(Name of Company)

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_



**Lackawanna County Children's Library  
520 Vine Street, Scranton, PA 18509**

**CERTIFICATION OF BIDDER  
REGARDING EQUAL EMPLOYMENT OPPORTUNITY**

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

**CERTIFICATION BY BIDDER**

BIDDER \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

1. Bidder has participated in a previous contract or subcontract subject to Equal Opportunity Clause.  
[ ] Yes            [ ] No
2. Compliance reports were required to be filed in connection with such contract or subcontract.  
[ ] Yes            [ ] No
3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.  
[ ] Yes            [ ] No            [ ] None Required
4. Have you ever been or are you considered for sanction due to violation of Executive Order 11246, as amended.  
[ ] Yes            [ ] No

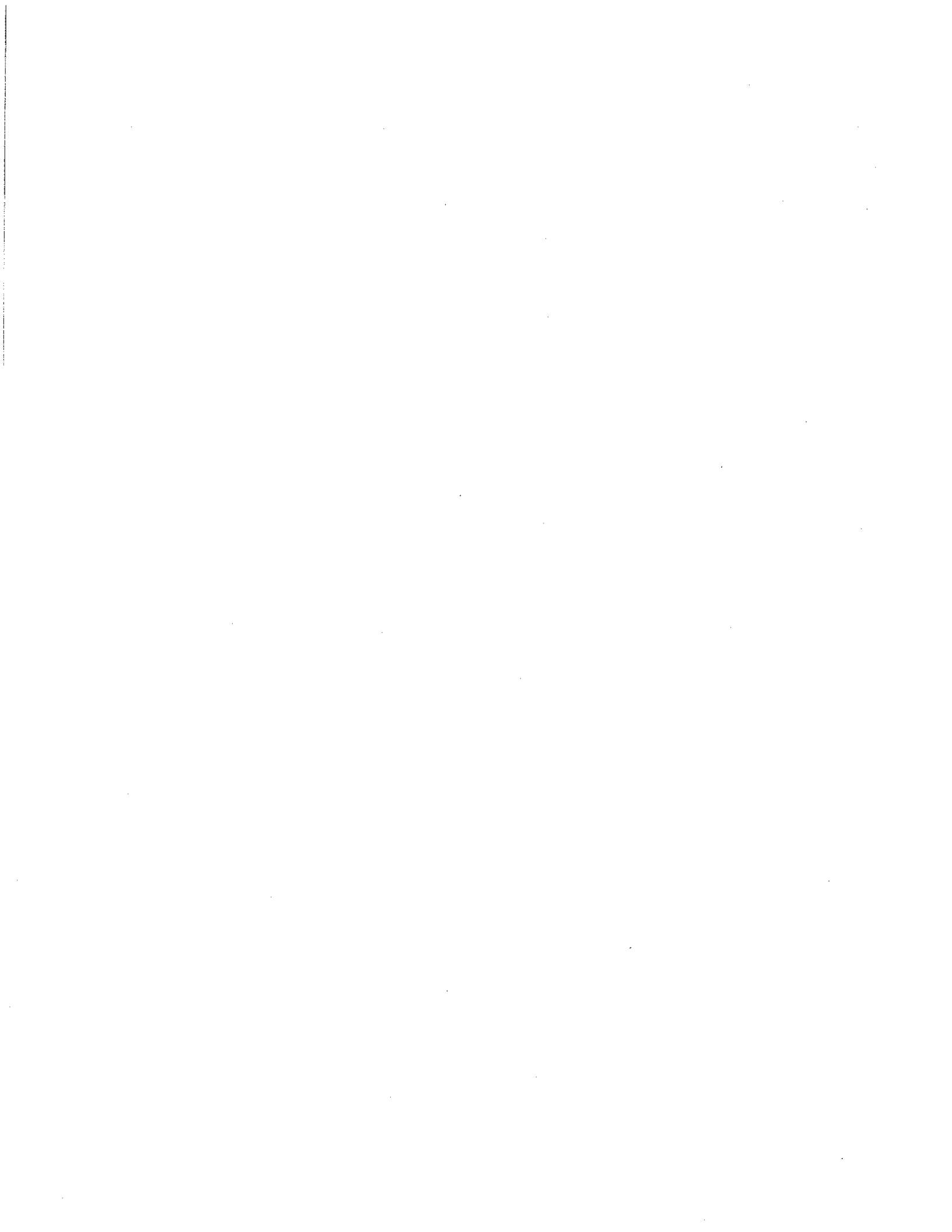
NAME \_\_\_\_\_

TITLE \_\_\_\_\_

SIGNATURE \_\_\_\_\_



**CONTRACT DOCUMENTS**





**Lackawanna County Board of Commissioners  
Request for Sealed Bids on the Following Items:  
Roof Replacement and HVAC Renovations  
at the  
Lackawanna County Children's Library  
520 Vine Street, Scranton, PA 18509**

**AGREEMENT**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between LACKAWANNA COUNTY hereinafter called the "OWNER", and \_\_\_\_\_, his, her or their heirs, executors or administrators and assigns, party of the Second Part, hereinafter called the "CONTRACTOR".

WITNESSETH, that the CONTRACTOR and the OWNER, for considerations stated herein, mutually agree as follows:

ARTICLE 1. STATEMENT OF WORK: The CONTRACTOR shall furnish and pay for all supervision, technical personnel, labor, materials, machinery, tools, equipment and services, including water, heat, utility and transportation services, and other facilities and services necessary to perform and complete all work required for the Construction of the improvements embraced in the Plans and Specifications; namely, the Renovations to the Lackawanna County Children's Library, hereinafter called the "PROJECT", and other work incidental thereto, all in strict accordance with the Contract Documents as prepared by Thomas Horlacher, A.I.A., the Design Professional of Record. The CONTRACTOR shall not employ on the PROJECT any unfit person or anyone not skilled in the tasked assigned to him. The CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the PROJECT and shall take all reasonable precautions for the safety of all employees or subcontractors on the PROJECT, and all material, equipment, and other property at the project site or adjacent thereto.

ARTICLE 2. THE CONTRACT PRICE: The OWNER will pay the CONTRACTOR for the performance of the Contract in current funds the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

ARTICLE 3. INSURANCE:

A. The CONTRACTOR must carry Worker Compensation Insurance, and shall provide the OWNER with a Workers Compensation Insurance Certificate evidencing that the policy is in force. The policy must remain in force until project completion; should the policy expire, a copy of the new insurance certificate will be forwarded to the OWNER as soon as it is received.

B. The CONTRACTOR must carry Public Liability Insurance, including insurance against claims for personal injury and property damage in the sum of not less than One Million Dollars (\$1,000,000.00), naming the OWNER as an additional insured, and shall provide the OWNER with a Public Liability Insurance Certificate evidencing that the policy is in force. The policy must remain in force until project completion; should the policy expire, a copy of the new insurance certificate will be forwarded to the OWNER as soon as it is received.

ARTICLE 4. BONDS:

A. The CONTRACTOR must provide a Performance Bond at One Hundred Percent (100%) of the Contract Amount, conditioned upon the fee for performance of the Contract, in accordance with this Agreement. Said bond shall be solely for the protection of the OWNER, who has awarded this Contract.

B. The CONTRACTOR must provide a Labor Materialmen's Bond at One Hundred Percent (100%) of the Contract Amount. Said bond shall be solely for the protection of claimants supplying labor and materials to the CONTRACTOR to whom the Contract was awarded, or to any of his subcontractors in the performance of the work provided for in this Agreement, and shall be conditioned for prompt payment of all such material furnished or labor supplied or performed in the performance of the work. Labor and material shall include public utility services and reasonable rental of equipment, but only for the period when the equipment rental is actually used at the site of the work provided for in this Contract.

ARTICLE 5. 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, CONTRACTOR'S supplier and any subcontractors engaged by the CONTRACTOR.

ARTICLE 6. CONTRACT: This Agreement and the following documents form the Contract between the parties hereto and are as fully a part of the Contract as if hereto attached or herein repeated: this Agreement, Addenda (if any), the Specification Book, the Invitation for Bids, the Instruction to Bidders, the signed copy of the Bid, the Bid Proposal, the General Specification General Conditions Part I, the General Conditions Part II Federal Requirements, the General Specifications Special Conditions Part III, the Technical Specifications, the Drawings (as listed in the Schedule of Drawings), the Resolution award the Bid, the Notice to Proceed, Part II – Terms and Conditions, and all of the documents enumerated or referred to in this Agreement.

ARTICLE 7. COMPLETION: Work to commence on the date established in the Notice to Proceed and shall be fully completed within Forty Five (45) consecutive calendar days thereafter. After that period, liquidated damages as prescribed in General Specification, Special Conditions, Part III, may be assessed by the County.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in Four (4) original copies on the day and year first above written

ATTEST:

CONTRACTOR

\_\_\_\_\_  
Secretary By: \_\_\_\_\_  
President

ATTEST:

OWNER

\_\_\_\_\_  
Chief of Staff By: \_\_\_\_\_  
Chairman

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Solicitor

- ATTACHMENTS:
- WORKERS COMPENSATION INSURANCE CERT.
  - PUBLIC LIABILITY INSURANCE CERTIFICATE
  - PERFORMANCE BOND
  - LABOR AND MATERIALMEN'S BOND
  - STIPULATIONS AGAINST LIENS
  - NOTICE TO PROCEED
  - PART II - TERMS AND CONDITIONS



**Lackawanna County Children's Library  
520 Vine Street, Scranton, PA 18509**

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_  
\_\_\_\_\_ as principal, and  
\_\_\_\_\_ as sureties are  
held and firmly bound unto \_\_\_\_\_, its certain  
attorney, successors, or assigns (hereinafter called the Obligee), in  
the full and just sum of \_\_\_\_\_ Dollars  
(\$ \_\_\_\_\_) lawful money of the United, for the payment of  
which, well and truly to be made, we bind ourselves, our heirs,  
administrators, executors, successor and assigns, jointly and  
severally firmly by these presents.

WHEREAS, said Principal has entered into a certain contract with  
the Obligee dated \_\_\_\_\_, 20\_\_\_\_, (hereinafter called the  
Contract) for \_\_\_\_\_

\_\_\_\_\_ which  
Contract and the Specifications for said work shall be deemed a part  
hereof as fully as if set out herein:

NOW, therefore, THE CONDITION OF THIS OBLIGATIONS IS SUCH, that if  
the principal shall faithfully perform the contract on his part as of  
the time and in the manner therein provided and satisfy all claims and  
demands incurred in or for the same, or growing out of the same, or  
for injury or damages to persons or property in the performance  
thereof, and shall fully indemnify and save harmless the said Obligee  
from any performance thereof, and shall fully indemnify and save  
harmless the said Obligee from any and all cost and damage which the  
said Obligee may suffer by reason of the principal's failure to do so,  
and shall fully reimburse and repay the said Obligee any and all  
outlay and expense shall be null and void, otherwise it shall remain  
in full force and virtue.

The said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

SIGNED, SEALED AND DELIVERED IN FOUR (4) ORIGINAL COUNTERPARTS THIS

\_\_\_\_\_ 20\_\_.

(Individual Principals sign here)

\_\_\_\_\_ (SEAL)

In the presence of: \_\_\_\_\_ (SEAL)

\_\_\_\_\_ (SEAL)

\_\_\_\_\_ (SEAL)

(Corporate Principal sign here)

By \_\_\_\_\_

Attest: (Surety sign here)

\_\_\_\_\_  
\_\_\_\_\_  
The rate of premium charged is \$ \_\_\_\_\_ per thousand.

The total amount of premium charged is \$ \_\_\_\_\_.

(The above must be filled in by the Corporate Surety.)

It is hereby further stipulated and agreed that if the Principal is a non-Pennsylvania corporation neither Principal nor the Surety shall be discharged from liability on this bond, nor the bond surrendered, until such Principal files with the obligee a certificate from the Pennsylvania Department of Revenue evidencing the payment in full of all taxes, penalties and interest, and a certificate from the Bureau of Employment and Unemployment Compensation of the Pennsylvania Department of Labor and Industry, evidencing the payment of all unemployment compensation contributions, penalties and interest due the Commonwealth of Pennsylvania from the said penalties and interest due the Commonwealth of Pennsylvania from the said Principal, or any non-Pennsylvania corporation subcontractor thereunder, or for which liability has accrued, but the time for payment has not arrived as required by the Act of June 10, 1947, P.L. 493, 8 P.S. Sec. 23, amended.

**Lackawanna County Children's Library  
520 Vine Street, Scranton, PA 18509**

**LABOR AND MATERIALS BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_

\_\_\_\_\_ as principal, and

\_\_\_\_\_ as sureties are held and firmly bound unto  
\_\_\_\_\_, its certain attorney, successors, or  
assigns (hereinafter called the Obligee), in the full and just  
sum of Dollars (\$ \_\_\_\_\_) lawful money of the United,  
for the payment of which, well and truly to be made, we bind  
ourselves, our heirs, administrators, executors, successors and  
assigns, jointly and severally firmly by these presents.

WHEREAS, said Principal has entered into a certain contract  
with the Obligee dated \_\_\_\_\_, 20\_\_\_\_, (hereinafter  
called the Contract) for \_\_\_\_\_

\_\_\_\_\_ which Contract and the  
Specifications for said work shall be deemed a part hereof as  
fully as if set out herein:

NOW, therefore, THE CONDITION OF THIS OBLIGATION IS SUCH, that  
if said Principal and all subcontractors to whom any portion of  
the work provided for in said contract is sublet and all  
assignees of said principal and of such subcontractors shall  
promptly make payment for all material furnished, labor supplied  
or performed, rental for equipment employed, and services  
rendered by public utilities in or in connection with the  
prosecution of the work, whether or not the said material, labor,  
equipment or services enter into and become component parts of  
the work or improvement contemplated in said contract, or in any  
amendment or extension of or addition to said Contract, then the  
above obligation shall be void; otherwise to remain in full force  
and effect. PROVIDED, however, that this bond is subject to the  
following conditions and limitations.

(a) All persons who have performed labor, rendered services or furnished materials or machinery, shall have a direct right or action against the principal and surety on this bond, which right of action shall be asserted in proceedings instituted in the State in which such labor was performed, services rendered or materials furnished (or where labor has been performed, services rendered or materials furnished under said Contract in more than one state, then in any such state). Insofar as permitted by the laws of such state, such right of action shall be asserted in a proceeding instituted in the name of the Obligee to the use and benefit of the person instituting such action and any or all other persons having claims hereunder, and any other person having a claim hereunder, shall have the right to be made a party to such proceeding (but not later than two years after the complete performance of said Contract and final settlement thereof) and to have such claim adjudicated in such action and judgement rendered thereon.

(b) The surety shall not be liable hereunder for any damages or compensation recoverable under any workmen's compensation or employer's liability statute.

(c) In no event shall the surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than two years after the complete performance of said Contract and final settlement thereof.

(d) As used herein: The term "person" refers to any individual, firm or corporation who have furnished materials or machinery or public utility services to be used on or incorporated in the work or the prosecution thereof provided for in said Contract or in any amendment or extension of or addition to said Contract, and/or to any person engaged in the prosecution of the work provided for in said Contract or in any amendment or Extension of or addition to said contract who is an agent, servant or employee of the principal or of any subcontractor, or of any assignee of said principal or of any subcontractor and also anyone so engaged who performs the work of a laborer or of a mechanic regardless of any contractual relationship between the principal, or any subcontractor, or any assignee of said principal or of said subcontractor, and such laborer or mechanic, but shall not include office employees not regularly stationed at the site of the work.

The said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder or the Specifications accompanying the same, shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time alteration or



addition to the terms of the Contract or to the work or to the Specifications.

SIGNED, SEALED AND DELIVERED IN FOUR (4) ORIGINAL COUNTERPARTS THIS \_\_\_\_\_ . 20\_\_.

(Individual Principals sign here)

In the presence of: \_\_\_\_\_ (SEAL)  
\_\_\_\_\_ (SEAL)  
\_\_\_\_\_ (SEAL)  
\_\_\_\_\_ (SEAL)

(Corporate Principal sign here)

By \_\_\_\_\_

Attest: \_\_\_\_\_ (Surety sign here)

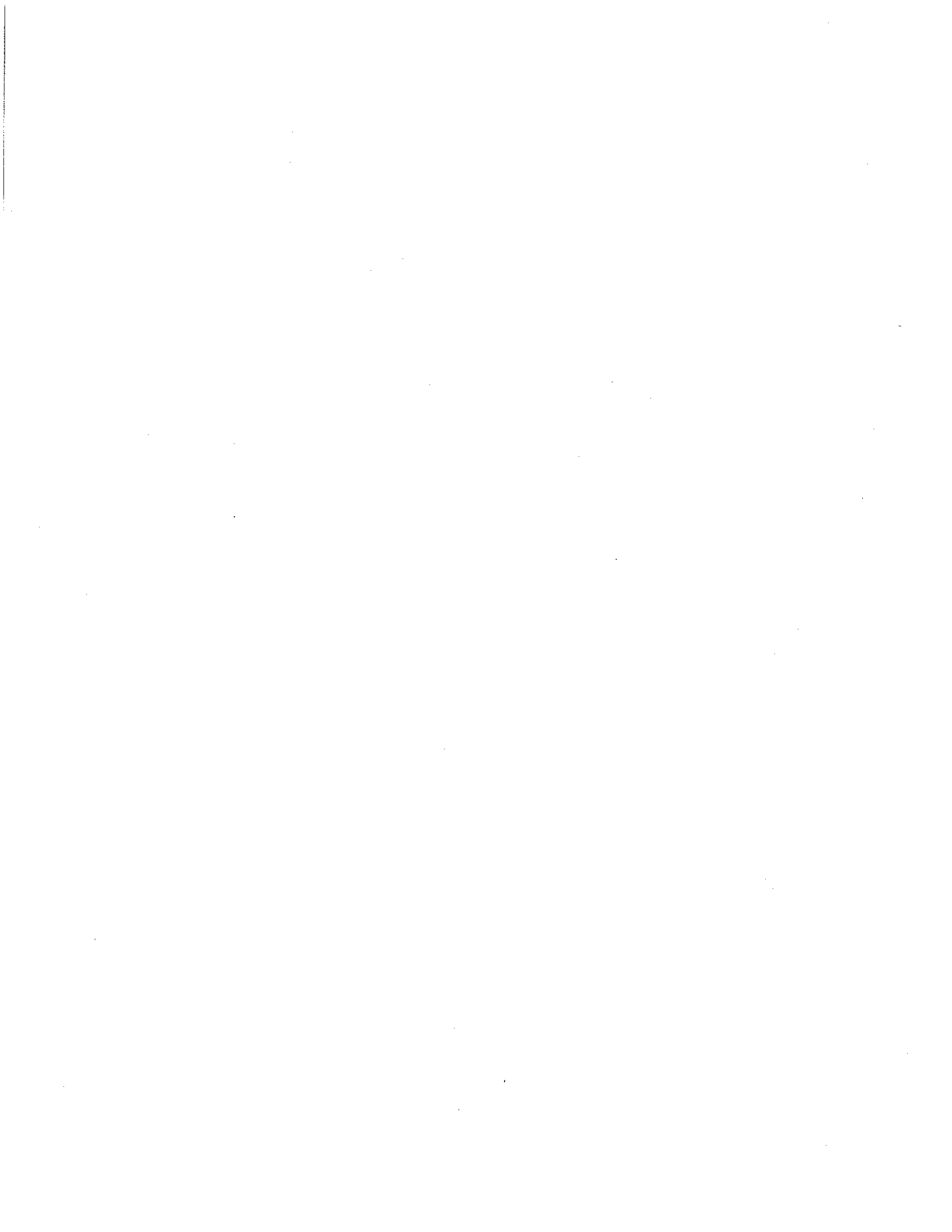
\_\_\_\_\_  
\_\_\_\_\_

The rate of premium charged is \$ \_\_\_\_\_ per thousand.

The total amount of premium charged is \$ \_\_\_\_\_.

(The above must be filled in by the Corporate Surety.)

It is hereby further stipulated and agreed that if the Principal is a non-Pennsylvania corporation neither Principal nor the Surety shall be discharged from liability on this bond, nor the bond surrendered, until such Principal files with the obligee a certificate from the Pennsylvania Department of Revenue evidencing the payment in full of all taxes, penalties and interest, and a certificate from the Bureau of Employment and Unemployment Compensation of the Pennsylvania Department of Labor and Industry, evidencing the payment of all unemployment compensation contributions, penalties and interest due the Commonwealth of Pennsylvania from the said penalties and interest due the Commonwealth of Pennsylvania from the said Principal, or any non-Pennsylvania corporation subcontractor thereunder, or for which liability has accrued, but the time for payment has not arrived as required by the Act of June 10, 1947, P.L. 493, 8 P.S. Sec. 23, amended.



**Lackawanna County Children's Library  
520 Vine Street, Scranton, PA 18509**

**STIPULATION AGAINST LIENS**

**County of Lackawanna  
VS.**

**IN THE COURT OF COMMON PLEAS  
OF LACKAWANNA COUNTY**

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

WHEREAS, the County of Lackawanna, Pennsylvania, is about to execute contemporaneously herewith, a contract, with \_\_\_\_\_ for Renovations to the Lackawanna County Children's Library, 520 Vine Street, Scranton, Lackawanna County, Pennsylvania.

Now, \_\_\_\_\_ at the time of and immediately before the execution of the principal contract, and before any authority has been given by the said Owners to the said Contractors to commence work on the said site, or purchase materials for the same in consideration of making of the said contract, with Owner, and the further consideration of One Dollar, to the said Contractor paid by the Owners, it is agreed that no lien shall be filed against the site by the contractor or any subcontractor nor by any of the materialmen or workmen or any other person for any labor, or materials purchased, or extra labor or material purchased for the erection of said site, the right to file such liens being expressly waived.

WITNESS, our hands and seals the day and year \_\_\_\_\_ 20\_\_ aforesaid.

SIGNED, SEALD AND DELIVERED

IN THE PRESENCE OF:

\_\_\_\_\_ BY \_\_\_\_\_  
\_\_\_\_\_ BY \_\_\_\_\_  
\_\_\_\_\_ BY \_\_\_\_\_



**Lackawanna County Children's Library  
520 Vine Street, Scranton, PA 18509**

**NOTICE TO PROCEED**

TO: \_\_\_\_\_

PROJECT: **Roof Replacement and HVAC Renovations at the Lackawanna County Children's Library**

In accordance with the Agreement for the Exterior Renovations to the Lackawanna County Children's Library Project dated \_\_\_\_\_, entered into by and between the **Lackawanna County** and \_\_\_\_\_, you are hereby authorized to proceed with the performance of the work in the Plans and Specifications for improvements, more particularly defined under General Specifications, Special Conditions, Part III, Section 302, "Time for Completion", Services required under this contract shall commence on \_\_\_\_\_, and shall be fully completed within \_\_\_\_\_ consecutive calendar days thereafter, with the completion being \_\_\_\_\_ which shall be inclusive to the following time frames:

Within 10 consecutive calendar days after the issuance of the Notice to Proceed to the Contractor, which shall be issued on the date of contract award, the Contractor shall execute and deliver to the Owner:

- Four (4) copies of the executed Agreement.
- Four (4) copies of the executed Performance Bond at One Hundred Percent (100%) of the Contract Amount.
- Four (4) copies of the executed Labor Materialmen's Bond at One Hundred Percent (100%) of the Contract Amount, Four (4) copies of the Workers Compensation Insurance Certificate.
- Four (4) copies of the Public Liability Insurance Certificate naming the Owner as an additional insured, and
- The executed Stipulation Against Liens.

Within 15 consecutive calendar days after the issuance of the Notice to Proceed to the Contractor, which shall be issued on the date of contract award, the Contractor shall submit all necessary shop drawings to the Architect.

Within 3 consecutive calendar days after approval by the Architect of all necessary shop drawings, the Contractor shall order all necessary materials.

Any request for a time extension beyond the designated completion date must be considered by the Governing Body of the Owner.

ARCHITECT

By: \_\_\_\_\_



## 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 sub-contracted 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 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 authority, 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 provided 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
- 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.

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. Interest of Certain Federal Officials. No member of 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.

14. 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.

15. 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.

16. 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.
17. 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.
18. 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.

19. 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.
20. 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.
21. 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. The Owner 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 Owner 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.
22. 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.

23. 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.
24. 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.
25. 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.
26. 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.
27. 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.
28. 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.

29. PENNSYLVANIA ACT 317 OF 1978:

Act 317 of November 26, 1978, as amended by Act 200 of November 23, 1982, will apply to the contract.

30. RESIDENT WORKMEN: All projects for construction, alteration or repair of any public works shall contain the following provision:

RESIDENT WORKMEN: Laborers and mechanics employed shall have been residents of the Commonwealth for at least 90 days prior to their employment. Failure to keep and comply with this provision shall be sufficient legal reason to refuse payment of the contract price to the contractor.

