

SPECIFICATIONS AND BID DOCUMENTS
for the
Demolition Services
At
530-544 North 7TH Street
City of Allentown, Lehigh County Pennsylvania



March 2020

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ADVERTISEMENT FOR BIDS

Notice is hereby given that sealed proposals will be accepted at the Allentown Parking Authority (APA), 603 W. Linden Street, Allentown, PA 18101 until April 13, 2020, 1:00 PM prevailing time for furnishing all labor, materials and equipment necessary for: **Demolition Services of 530-544 N. 7TH Street, Allentown, PA 18102** at which time they will be opened and read aloud at the APA, 603 W. Linden Street, Allentown, PA 18101.

All Bid Documents and solicitation details are available at no cost at APA offices.

A **Mandatory** pre-bid meeting will be held at the Allentown Parking Authority, 603 W. Linden Street, Allentown, PA 18101 at 10:30 AM on March 23, 2020.

Follow-up questions regarding the bid documents may be submitted in writing to ryoung@allentownparking.com by 4:30 P.M. on March 31, 2020. All responses to questions will be sent out as an addendum to the e-mail address provided by prospective bidders by April 6, 2020.

The bids must be made on the forms furnished by the Owner and the bids must be accompanied by a certified check or bid bond in the amount of ten percent (10%) of the bid, made payable to the Owner. All bids must be accompanied by a Surety's Consent. Said surety to be licensed to conduct business in the Commonwealth of Pennsylvania. The successful bidder shall be bound to furnish and pay for a Performance Bond and a Labor ("Public Works Contractors' Bond Law of 1967," P.L. 869, 8 P.S. § 191 et seq) & Material Payment Bond in an amount equal to one hundred percent (100%) of the contract price, and a Maintenance Bond in an amount equal to fifteen percent (15%) of the contract price, on bond forms acceptable to the Owner.

The Bidder's attention is called to the fact that the Pennsylvania Prevailing Wage Act applies to this Contract and that the successful Bidder shall pay no less than the Wage Rates determined for the project area as set forth in the Contract Documents.

The successful bidder shall take affirmative action to ensure that applicants for employment and employees or agents are treated without discrimination based upon race, color, religion, ancestry, national origin, age, sex, or disability.

If the contract is awarded it will be to the lowest responsible bidder, however the Owner reserves the right to reject any and or all bids and to waive any informality in the bidding, as permitted by law. No bidder may withdraw a bid within ninety (90) days after the actual date of the opening thereof, except in accordance with the terms of PA Act 4 of 1974, latest revision.

BY THE ORDER OF THE Allentown Parking Authority, Lehigh County, Pennsylvania:

By: John Morgan
Executive Director

INSTRUCTIONS TO BIDDERS

1. RECEIPT AND OPENING OF BIDS

The Allentown Parking Authority (“Owner”) invites bids on the form available at the Allentown Parking Authority, 603 W. Linden Street, Allentown, PA 18101. Bids will be received at the time specified in the Advertisement for Bids and publicly opened and read aloud.

**Demolition Services for
530-544 N. 7TH Street
Allentown, PA 18102**

The Owner shall consider bids submitted in compliance with the provisions hereof and may waive any non-material informalities or reject any bid, any part of a bid, or all bids. Any bid may be withdrawn prior to the above scheduled time for the opening. Prior to the awarding of the Contract, bids may be held by the Owner for a period not to exceed ninety (90) days from the date of the bid opening for the purpose of reviewing the bids and investigating the qualifications of bidders. During this period, no bid may be withdrawn except in accordance with PA Act 4 of 1974, entitled the “Bid Withdrawal Act” (73 P.S. §1601 et seq.).

2. PREPARATION OF BID

All sealed bids shall be submitted via the Bid Form within this document.

The proposal of a bidder or bidders who engage in collusive bidding shall be rejected. Any bidder who submits more than one proposal in such manner as to make it appear that the proposals submitted are on a competitive basis from different parties shall be considered a collusive bidder. The Owner may reject the bid proposals of any collusive bidder upon bid opening. However, nothing in this section shall prevent a bidder from superseding a bid proposal by a subsequent proposal delivered prior to bid opening, which expressly revokes the previous bid.

Bids may be withdrawn at any time prior to the time set for bid opening by withdrawing the Bid in writing. Requests for withdrawal of bids after bid opening shall be made in accordance with Commonwealth of Pennsylvania Act No. 4 of 1974 (73 P.S. §1601, et seq.).

3. SUBCONTRACTS

The bidder is specifically advised that any person, firm or other party to whom it is proposed to award a subcontract under this contract:

- a. Must be disclosed and acceptable to the Owner.
- b. Shall be subject to the same provisions under the contract as are applicable to the prime Contractor.

4. DOCUMENTS REQUIRED WITH THE BID

Each bidder must submit with his bid, the following documents:

- a. Bid Bond
- b. Consent of Surety
- c. Bidder Qualification Form
- d. Subcontractor Identification Form
- e. Non-Collusion Affidavit
- f. Acknowledgment of Revisions
- g. Bidder Corporate Resolution
- h. Statement of Ownership
- i. Equipment Certification
- j. Verification of Contractor Eligibility
- k. Prevailing Wage Compliance Declaration
- l. Sample Insurance Certificates
- m. Public Works Employment Verification Form

5. QUALIFICATIONS OF BIDDERS

Each bidder must submit, as a part of his proposal, the Qualification Form as specified to determine the ability of the bidder to perform the work. The work will be awarded to an approved organization, which is properly constituted in experience, capital and equipment. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

- a. Bids will be considered as conclusive evidence of complete examination of specifications and samples.
- b. Bid will be considered as conclusive evidence of that a thorough site inspection of both project locations was performed.
- c. The Owner reserves the right to reject any or all bids or parts thereof, as deemed to be in the best interest of the Owner. Proposals may be rejected if they show any omission, alterations of form, additions or deductions not called for, conditional or uninvited alternate bids, or irregularities of any kind. However, the Owner reserves the right to waive any defects or non-material irregularities in proposals.
- d. It is understood that the parties making bids accept the terms and conditions expressed and contained in the specifications attached to the proposal submitted.

6. PROOF OF BIDDER'S RESPONSIBILITY

All bidders shall submit an experience questionnaire, two (2) years of most recent annual financial statements and most recent quarterly statement. The questionnaire and statement shall be certified to be true and correct by an affidavit sworn to or affirmed before a notary public, or other officer empowered to administer oaths or affirmations.

Bidders shall comply with all criteria and procedures established by these Instructions to Bidders.

The foregoing shall guide the Owner in determining the responsibility of the bidder, but additional information may be requested by the Owner whenever, in its judgment, such information is necessary to determine the responsibility of the bidder.

In the event the bidder fails, refuses or neglects to submit any required information within the reasonable time stated in any request therefore or fails to qualify as a responsible bidder, his/her proposal guaranty shall be forfeited to the use of the Owner, not as a penalty, but as liquidated damages.

7. BID SECURITY

Each bid must be accompanied by a certified check of the bidder, or a bid bond prepared on the form of Bid Bond attached hereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of 10% (Ten Percent) of the bid.

Unless a certified check or bid bond is furnished, as stated, the bid will not be considered. The check or bid bond of all bidders will be returned when the contract is signed and the successful bidder, as required, furnishes surety bonds.

Such checks or bid bonds submitted by unsuccessful bidders will be returned upon execution of the contract, or, if no award has been made within ninety (90) days after the date of the opening of bids, upon demand of the unsuccessful bidder(s) at any time thereafter.

8. FORM OF CONTRACT

The successful bidder will be required to execute a written contract with the Owner within ten (10) business days after notice of acceptance of his/her proposal. No proposals or award shall be considered binding upon the Owner unless and until the contract documents are properly executed by both parties.

9. FAILURE TO EXECUTE CONTRACT

In the case of the successful bidder failing or refusing to execute a formal contract and to give surety as required within ten (10) days after notice of acceptance of his/her bid, the Owner's acceptance of his/her proposal will be revoked, and all obligations of the Owner in connection herewith will be canceled. In addition, the amount of the bid bond shall be paid to the Owner, not as a penalty, but as liquidated damages. In such case, the Owner, at its discretion, may award the contract to the next lowest responsible bidder, or reject all bids.

10. TIME OF COMPLETION AND LIQUIDATED DAMAGES

Bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within forty-five (45) calendar days. The successful bidder's failure to comply with schedule and/or performance requirements will result in the Owner incurring damages difficult to ascertain with certainty. Liquidated damage amounts represent reasonable amounts to partially compensate the Owner for the successful bidder's delay

and/or failure to perform and are not to be construed as penalties. Consequently, to be entitled to such liquidated damages, the Owner will not be required to prove that it has incurred actual damages.

Liquidated damages under this clause shall be additive in nature and are in addition to other remedies the Owner may have under the contract, at law, or otherwise.

If the Owner becomes entitled to liquidated damages, the Owner will deduct the amount of such liquidated damages from any money due or which may become due under the contract. Should the liquidated damage amounts be in excess of the remaining unpaid balance of the contract, the successful bidder and its sureties shall be liable for the amount thereof and shall promptly refund to the Owner the amount of such excess. The provisions for liquidated damages shall not prevent the Owner from terminating the rights of the successful bidder to proceed in cause of default.

If successful bidder fails to provide any or all contractual reports, deliver any or all of the goods, or perform any or all of the services within the time period(s) agreed to in the contract document, bidder must agree to pay as liquidated damages, the sum of \$400.00 for each consecutive calendar day on which work remains incomplete. In addition to this, bidder agrees to reimburse the Owner the sum of \$500.00 for each working day thereafter for Inspection services of the Engineer, as provided in the General Conditions.

11. CONDITIONS OF WORK

Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon and by submission of a bid is deemed to have done so. Failure to do so will not relieve a successful bidder of his obligations to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as possible, the contractor, in carrying out his work, must employ such methods or means as will not cause any interruption or interference with the work of any other contractors working in the area. Access to emergency vehicles will have to be provided for.

12. SPECIFICATIONS

The specifications are intended to cover the furnishing of all material and the performance of all work that may be required or necessary for the complete performance of the contract and the successful bidder will be reminded to do all things that may be necessary to complete the work within the purview of these specifications. Where plans accompany certain sections of the specifications, these shall be considered a part of these specifications.

All work described herein and attached to the contract shall be performed in accordance to all current PennDOT Specification and Standards. If conflict should arise between contract documents and PennDOT Specifications and Standards, PennDOT Specifications and Standards shall govern.

13. ADDENDA AND INTERPRETATIONS

No interpretation of the meaning of the plan, specifications or other pre-bid documents will be made to any bidder orally. Every request for such interpretation should be in writing.

And to be given consideration, must be received by the date and time listed in the Advertisement for Bids. Any and all such interpretations and any supplemental instructions will be in the form of

written addenda to the specification which, if issued, will be send via e-mail to all registered plan holders. All addenda so issued shall become part of the contract documents.

- a. Should the successful bidder discover discrepancies in the specifications, the matter shall be at once brought to the Owner, and the discrepancies corrected by written agreement before proceeding further.
- b. The Owner, on written request by bidder(s), will give all explanations, interpretations and instructions required under these specifications.
- c. Equipment to be furnished shall be new, first-class or shall meet with the approval of the Owner or its designated representative.
- d. All equipment shall conform to the requirements of these specifications and any equipment condemned by the Owner as not meeting these specifications shall at once be removed and replaced with acceptable equipment.

14. EXTRA WORK

No extras, additional work or other contract modifications will be valid except upon written change order specifying price and other terms, executed by all parties and may require approval at a public meeting by the Allentown Parking Authority Board.

15. ADDITIONS OR DEDUCTIONS

The quantities of the various kinds of work to be done and materials to be furnished, as stated in the Contract Documents, are approximate. The quantity of materials actually to be furnished may be varied to suit the requirements of the work and the statement of approximate quantities in the contract Documents shall in no way relieve Bidders from ascertaining independently and on their own account the amount of materials and labor to be furnished. There will be no revisions to the unit cost for any line items due to changes between bid quantities and actual quantities during construction.

16. INDEMNIFICATION BY SUCCESSFUL BIDDER

The successful bidder agrees to indemnify and save harmless the Owner, its representatives, and Engineer from all suits or actions of every nature and description brought against it or its employees on account of the use of patented or copyrighted appliances, products, or processes, with legal protection. The successful bidder shall execute a Hold Harmless Agreement and a Waiver of the Right to File Mechanics' Liens.

17. SECURITY FOR FAITHFUL PERFORMANCE

Each bidder upon receiving written notice from the Owner shall within ten (10) business days of such notice furnish to the Owner executed performance, payment and maintenance bonds, in the forms prescribed in the Contract Documents, and dated the date set for the award of contract.

18. POWER OF ATTORNEY

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney. Attorneys-in-fact signing under a power of attorney must be residents of the State in which the project is located.

19. NOTICE OF SPECIAL CONDITIONS

Attention is particularly called to those parts of the Contract Documents and Specifications, which deal with the following:

- a. Construction operations in the vicinity of private property.
- b. Insurance requirements.
- c. Wage rates.
- d. Subsurface conditions.
- e. Construction scheduling, staging, and operational procedures
- f. Regulatory Information

20. METHOD OF AWARD - LOWEST RESPONSIBLE BIDDER

If at the time this Contract is to be awarded, the lowest bid submitted by a responsible bidder does not exceed the amount of funds then estimated by the Owner as available to finance the Contract; the Contract will be awarded on the base bid only. If such bid exceeds such amount, the Owner may reject all bids, or may award the Contract to the responsible bidder with lowest base bid combined by deduction of one or more items listed in the bidding schedule to produce a net amount which is within the available funds.

The "lowest responsible bidder" is defined as a bidder who not only has the lowest price, but also is financially able and competent to complete work as evidenced by prior performance.

21. OBLIGATION OF BIDDER

At the time of the opening of bids, each bidder will be presumed to have inspected the site, to have read and to be thoroughly familiar with the plans and Contract Documents (including all addenda). The failure or omission of any bidder to examine any form, instrument, or documents shall in no way relieve any bidder from any obligation in respect to his bid.

22. BONDING REQUIREMENTS

As previously indicated, each bid proposal must be accompanied by a Surety's Consent. The said surety shall be bound to furnish a Performance Bond and a Labor and Material Payment Bond, both in the amount equal to One Hundred Percent (100%) of the Contract Price, and a Maintenance Bond in the amount equal to Fifteen Percent (15%) of the Contract Price, thereafter required.

- a. The successful bidder shall be required to furnish a performance bond in the amount of one hundred percent (100%) of the contract price, the condition of which shall be the complete execution and performance of each and all of the terms contained in the contract, proposal, specifications and instructions to bidders. Said bond shall meet all requirements of the Owner.

- b. The successful bidder shall be required to furnish a labor and materials payment bond in the amount of one hundred percent (100%) of the contract price, conditioned for the prompt payment of all material furnished and labor supplied or performed in the prosecution of the work.
- c. A maintenance bond shall be required in an amount equal to Fifteen Percent (15%) of the contract price for a period of two (2) years from the date of acceptance of the work by the Owner.
- d. All bonds shall be furnished to the Owner prior to the Owner's issuance of the notice to proceed with any work. The successful bidder shall pay for entire cost of bond(s).

The Bidders are notified that a Waiver of Right to File Mechanics Lien and a Hold Harmless Agreement must also be executed by the successful bidder and all his subcontractors prior to the award of the contract.

23. INSURANCES (See "*Contractor Insurance Requirements*" in General Conditions)

24. LAWS AND REGULATIONS

The bidder's attention is directed to the fact that all applicable Federal and State Laws, Municipal Ordinances, and Rules and Regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

The bidder also agrees to comply with all applicable state statutes and regulations to which the Department of Community and Economic Development is subject including, but not limited to, the Building Energy Conservation Act and the Pennsylvania Prevailing Wage Act or the Resident Labor Requirement Act, the Steel Products Procurement Act, the Trade Practices Act, the Public Works Contractor's Bond Act of 1967, and the Flood Plain Management Act.

The bidder agrees that in the performance of their obligations under the Contract they shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations. The Contractor assumes responsibility for environmental review, decision-making and action under the National Environmental Policy Act of 1969 (NEPA), P.L. 91-190 (42 U.S.C. 54321 et seq.), and Housing and Urban Development regulations at 24 CFR, Part 58. The Contractor certifies that it has completed and will comply with 24 CFR, Part 58 and all other applicable statutes and guidelines.

Bidders should be aware that additional work may be required in the event of changes, after the receipt of bids, in Federal and State statutes, rules and regulations relating to the environment. The following statutes, and the rules and regulations thereunder, may directly or indirectly affect the work and are incorporated by reference:

- a. Rivers and Harbors Act, 33 U.S.C. §401, et. seq.
- b. National Environmental Policy Act, 42 U.S.C. §4321, et. seq.
- c. Pennsylvania Water Obstructions Act. 32 P.S. §681, et. seq.
- d. Pennsylvania Waterworks Act, 35 P.S. §711, et. seq.
- e. Soil and Water Conservation Act, 3 P.S. §49, et. seq.
- f. Federal Water Pollution Control Act, 33 U.S.C. §1151, as amended in 1972.
- g. Pennsylvania Clean Streams Act, 35 P.S. §691.1
- h. Pennsylvania Sewage Facilities Act, 35 P.S. §750.1
- i. Pennsylvania Solid Waste Management Act, 35 P.S. §6001
- j. Delaware River Basin Compact, 32 P.S. §815.31

- k. Pennsylvania Air Pollution Control Act, 35 P.S. §4001, et. seq. as amended by Act 245 of 1972.
- l. Chapter 102, Title 25, Rules and Regulations of Department of Environmental Protection (APa. Bull. 1976).
- m. Pennsylvania Steel Products Procurement Act, 73 P.S. §1181 et. seq.
- n. All other applicable laws, ordinances and regulations.

Under Pennsylvania Act 247 of 1972, any additional work, which may be required by the foregoing, shall be done by change orders after written approval by the Owner.

25. COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 CFR 35.101 et seq., the Contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this Contract or from activities provided for under this Contract As a condition of accepting and executing this Contract, the Contractor agrees to comply with the “General Prohibitions Against Discrimination, 28 CFR 35.130, and all other regulations promulgated under Title II of The Americans With Disabilities Act which are applicable to the benefits, services, programs and activities provided by the Owner through contracts with outside contractors.

The Contractor shall be responsible for and agrees to indemnify and hold harmless the Owner from all losses, damages, expenses, claims, demands, suits and actions brought by any party against the Owner as a result to the Contractor's failure to comply with the provisions of the above paragraph.

26. NONDISCRIMINATION CLAUSE

During the term of the contract, contractor agrees as follows:

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

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, sex, or handicap. Such affirmative action shall include, but is not 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.

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 request for employment placed by it or on its behalf, state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, ancestry, national origin, age, sex, or handicap.
- C. 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 such 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 contractor.

- D. It shall be no defense to a finding of noncompliance with this nondiscrimination clause that 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 contractor will be unable to meet its obligations under this nondiscrimination clause, contractor shall then employ and fill vacancies through other nondiscriminatory employment procedures.
- F. Contractor shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of contractor 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 contractor may be declared temporarily ineligible for further Owner contracts, and other sanctions may be imposed and remedies invoked.
- G. Contractor shall furnish all necessary employment documents and records to and permit access to its books, records and accounts by the contracting agency for purpose of investigation to ascertain compliance with the provisions of this clause. 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.
- H. Contractor shall actively recruit minority and women subcontractors or subcontractors with substantial minority representation among their employees.

Contractor shall include the provisions of this nondiscrimination clause in every subcontract so that such provisions will be binding upon each subcontractor.
- I. 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.

27. WAGE RATE DETERMINATION

The Owner has requested a Wage Rate Determination by the Pennsylvania Department of Labor and Industry to be applicable in the preparation of prices for this contract. A direct copy of the Wage Rate Determination is made a part of the Specification. The Contractor shall be governed by all of the provisions of the Wage Rate Determination. Each Contractor shall exercise judgment in determining wage rates to use in his bid price. The Owner will not be responsible for additional costs, which the Contractor may incur, if during the construction he must increase wage rates because of his failure to allow for fair minimum rates required by the Pennsylvania Department of Labor and Industry.

28. EXEMPTION FROM FEDERAL EXCISE AND PENNSYLVANIA SALES TAXES

The Owner is exempt from Federal Excise Taxes and the Pennsylvania Sales Tax. Net prices as shown in the proposal shall exclude said Federal and State Tax amounts.

NOTE: *This provision shall not apply to construction, repair and/or maintenance contracts whereunder Bidder purchases supplies, materials and/or equipment and includes costs thereof in computation of his/her bid or proposal.*

29. DELIVERY

In general, deliveries shall be at such times as may be fixed by the Owner.

Bidders will note that where certain articles are definitely called for of certain manufacture, it is assumed that those bidders have the opportunity to purchase such articles as specifically called for by trade names and that they agree the bidding is open to them without substitution of any other articles.

30. DISPOSAL OF MATERIALS, SUPPLIES, ETC. NOT APPROVED

Bidders shall understand that when materials, supplies, etc., have been delivered to the job which do not comply with specifications and have not been approved, upon notification, the successful bidder shall immediately remove from the premises any such condemned materials, supplies, etc., and replace them with materials, supplies, etc., in full accordance with the specifications.

31. PAYMENTS

The successful bidder shall submit a separate invoice for the items listed on each purchase order. All invoices shall reference the purchase order number. After inspection and acceptance by the authorized representative of the Owner of the materials and/or work, receipt of the successful bidder's invoice, and the approval of the invoice by the Owner's Authorized Representative, payment shall be made to the successful bidder within thirty (30) days. Where a partial delivery is made, the successful bidder shall invoice for the items actually delivered and payment shall be made in accordance with the conditions stated hereinabove.

32. TERMINATION FOR DEFAULT

The successful bidder agrees to provide all contractual reports, deliver all goods and perform all services required under the contract in a timely and good and workmanlike manner and to the satisfaction of the Owner or its appointee. In the event it is determined by the Owner that reports are not provided, deliveries are not made and/or the work is not performed in such timely and/or workmanlike manner, the owner may terminate for default with fifteen (15) days written notice, by Certified Mail. In such instance, the Owner may draw down against the successful bidder's performance bond for all costs and expenses incurred to re-bid the work.

33. PERMITS AND LICENSE REQUIREMENTS

The successful bidder shall be required to obtain all necessary permits as may be required by the Owner. No fee will be charged for said Owner permits, if any.

34. BUSINESS PRIVILEGE TAX

The Contractor acknowledges that it has been made aware that the City of Allentown collects a business privilege tax on revenues derived from work within the City. The Contractor shall notify any subcontractors working on the Project, that subject to applicable law, proper tax returns must be filed with the Owner and any required business privilege taxes related to any work within the City must be paid. Evidence of such notification shall be provided to the Owner.

35. FEDERAL OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 (OSHA)

The Contractor shall comply with the Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 and under Section 107 of the Contract Work Hours and Safety Standards Act. All work must be in compliance with State and Federal Occupational Health and Safety Regulations.

36. PENNSYLVANIA ACT 287

The Contractor is required to comply with the provisions of Pennsylvania Act 287, as amended by Act 181 of 2006 (811 – “Call Before You Dig!”), which specifies the Contractor’s responsibilities during excavation and demolition operations in areas of underground utilities. The list of utilities to be notified is shown on the plans.

38. ADDITIONAL PROVISIONS PERTAINING TO CONSTRUCTION

- A. If existing features, including but not limited to curb and sidewalk for N. 7TH Street is damaged during construction, it shall be replaced by the Contractor at no expense to the Owner, other than shown on the plans. Contractor is responsible for preparing photographic documentation of existing conditions for all existing features and submitting 2 copies to the Owner prior to commencing construction.
- B. No additional monies will be paid for cold weather concrete work. All concrete work must be installed in accordance with PennDOT standards.
- C. The Contractor shall provide and install all required erosion and sedimentation controls (E&S controls) for this project. The Contractor will perform all maintenance required on these controls for the duration of the project. The Engineer/Inspector representing the Owner will inspect the condition of erosion and sedimentation controls. If at any time during the project the Engineer/Inspector determines the erosion and sedimentation controls referenced on the construction plans are not adequate the Engineer/Inspector will require additional E&S controls. Additional E&S controls will be provided by the Contractor at no cost to the Owner. This provision will not be waived during significant storm events.
- D. The Contractor shall be responsible for obtaining a site for the fill. The contractor shall export fill to a site that has an existing NPDES permit and the contractor shall submit documentation of the fill site and the NPDES permit upon request by the Owner.
- E. All excavation will be unclassified excavation and shall be incidental to other construction item.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE _____
(CONTRACTOR)

(hereinafter called the Principal) as Principal, and _____

_____ a _____
(BONDING COMPANY)

corporation authorized to transact business in PENNSYLVANIA, and having its principal office at: _____

(CITY AND STATE)

(hereinafter called the Surety) as Surety, are held and firmly bound unto the ("Obligee") as Obligee, in the sum of _____ Dollars (\$ _____), representing 10% of the project bid, lawful money of the United States of America; for payment of which we bind ourselves, and each of our respective heirs, legal representatives, successors and assigns jointly and severally, by these presents.

WITNESS our hands and seals this _____ day of _____, 20_____.

WHEREAS, said Principal is herewith submitting to the Obligee a proposal to perform the following:

**DEMOLITION SERVICES AT
530-544 N. 7TH STREET
ALLENTOWN, PA 18102**

pursuant to plans, specifications and other contract documents incorporated into said Proposal by reference; and it is a condition of the Obligee's receipt and consideration of said proposal that the Proposal be accompanied by bid security to be held by the Obligee on terms embodied herein.

THEREFORE, the condition of this obligation is such that if said Principal shall, upon the request of Obligee five (5) days prior to the award of the contract, furnish prior to the award of the contract executed performance and payment bonds dated the date set for the award of the contract in the required forms, and upon Obligee's acceptance of his proposal and award of contract to him, enter into such contract, and furnish insurance certificates and other bonds in all respects as required by said contract documents, within ten (10) business days after notice to him of such award, then this obligation shall be void; but, otherwise, it shall remain in full force, and the Principal and Surety will pay to the Obligee the full amount of this Bid Bond as liquidated damages incurred by the Obligee by reason of the default of the Principal.

IN WITNESS WHEREOF THE Principal and Surety, intending to be legally bound, have executed this bond the day and year aforementioned.

ATTEST:

Corporation - Contractor

Witness

President

(SEAL)

Witness

Individual Contractor

(SEAL)

BY _____ (SEAL)

_____ (SEAL)

_____ (SEAL)

Witnesses

Partners

(SEAL)

Surety Company

Witness

Attorney-in-Fact

CONSENT OF SURETY

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration paid by the Contractor, the receipt of which is hereby acknowledged, _____ (**Name of Surety**), a corporation organized and existing under the laws of the State of _____ (**State of Incorporation**), and licensed to do business in the Commonwealth of Pennsylvania, consents and agrees that if the Contract for the **DEMOLITION SERVICES AT 530-544 N. 7TH STREET** located in the City of Allentown, PA is awarded to _____ (**Name of Bidder**), the undersigned Corporation shall execute the Bond or Bonds required by the Contract Documents and will become Surety in the full amounts set forth in the Contract Documents for the faithful performance of all obligations of the Bidder.

IN WITNESS WHEREOF, said Surety has caused this Consent to be signed and attested by a duly authorized officer and its corporate seal to be affixed hereto this ____ day of _____, 20____.

BY: _____

NAME: _____
Attorney-in-Fact

IMPORTANT - A valid and effective Power of Attorney authorizing the Attorney-in-Fact to execute the Consent of Surety on behalf of the Surety for the full amount of the Bid Price must accompany the Consent of Surety.

BIDDER QUALIFICATION FORM

Name of Bidder: _____

Address: _____

Phone _____ Date _____

Date of Incorporation: _____

State of Incorporation: _____

Officers and Directors: _____

Principals, Partners or Shareholders: _____

Note: Bidder may attach additional sheets as necessary.

1. How many years has your organization been in business as a contractor? _____

2. How many years has your organization been engaged in construction work of the type proposed under this Contract? _____

3. How many years has your organization been in business under your present name? _____

4. Have you ever failed to complete any work awarded to you? _____

If so, where and why? _____

5. Has any officer or partner of your organization ever failed to complete a contract handled in his own name? _____

6. Have any liens or lawsuits of any kind been filed against any of your contracts? Yes _____ No _____

Give full details. _____

7. List surety companies, which have previously bonded the Bidder (give name, address, and amount of bond) _____

List all uncompleted contracts currently held by the Bidder, including those for which a Notice to Proceed has been issued, contracts are executed, or a Notice of Award is pending. State the name of the project, the contract amount, percent complete, the contract start, and completion dates and any claims filed by subcontractors or suppliers. _____

8. State all equipment owned by you for use in this contract. _____

9. State the percentage of work normally performed with your own forces _____ and the portions of the work included in the proposed Contract that will be performed with your own forces.

10. The Bidder shall state below, or on attached sheets, at least three (3) projects the Bidder has completed which are similar to this Project. The information provided by the Bidder shall include the name of the Project, description of the Project, and dollar value of work completed. This information will be considered by the Owner to judge the Bidder's experience, skill and business standing. _____

11. Provide the name, address and phone number for references for the three (3) Projects listed above. Additional references or other information to evaluate the bidder's qualification may be requested by the Owner or its representatives.

Name and Address

Telephone Number

13. Provide the following:

a. Bonding Company: _____

b. Bonding Agent: _____ Phone Number: _____

c. Insurance Company: _____

d. Insurance Agency: _____ Phone Number: _____

e. Bank (including name and contact): _____

f. Credit References (major material supplier): _____

14. Provide a copy of a recent financial statement as prepared by your auditor.

SUBCONTRACTORS IDENTIFICATION FORM

Bidders on projects concerning the construction, alteration or repair of any public improvement projects shall provide the name or names of all subcontractors to whom the bidder will subcontract the furnishing of plumbing and gas fitting, steam and hot water heating and ventilating apparatus, electrical work, structural steel and ornamental iron work, or other work each of which subcontractors shall be qualified in accordance with these specifications. Subcontractors must be PennDOT prequalified as contractors as specified in Section 102.01 of Publication 408, latest edition.

Nature of Work to be Completed by Subcontractor

- 1) _____:

- 2) _____:

- 3) _____:

- 4) _____:

- 5) Specify Other Work:

The Owner requires evidence of performance security to be submitted simultaneously with the list of the subcontractors. Evidence of performance security may be supplied by the bidder on behalf of himself and any or all subcontractors, or by each respective subcontractor, or by any combination thereof, which results in evidence of performance security equaling, but in no event exceeding, the total amount bid.

Whenever a bid sets forth more than one subcontractor for any of the specialty trade categories specified hereinabove in this section, the bidder shall submit to the Owner this certificate signed by the bidder listing each subcontractor named in the bid for that category. The certificate shall set forth the scope of work agreed to be awarded to each subcontractor should the bidder be awarded the contract. The certificate shall be submitted to the Owner simultaneously with the list of the subcontractors. The certificate may take the form of a single certificate listing all subcontractors or, alternatively, a separate certificate may be submitted for each subcontractor. If a bidder does not submit a certificate or certificates to the Owner as part of the Bid Proposal, the bid shall be disqualified as non-conforming.

Signature of Bidder's Authorized Representative: _____
Title: _____
Date: _____

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This Non-collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania Antirigging 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 preparations, 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.

NON-COLLUSION AFFIDAVIT

State of _____

County of _____

I state that I am _____ of _____

(Title)

(Name of Firm)

and that I am authorized to make this affidavit on behalf of my firm, and its 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(s) 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(s) of this bid, and neither the approximate price(s) nor approximate amount(s) 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 of other noncompetitive bid.
- (5) _____, its affiliates, subsidiaries,

(Name of Firm)

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 contract, except as follows:

I state that _____ understands and acknowledges that the above

(Name of Firm)

representations are material and important and will be relied on by the Owner 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 the Owner of the true facts relating to the submission of bids for this contract.

SWORN TO AND SUBSCRIBED

BEFORE ME THIS _____ DAY OF _____, 20_____

Signature

Title

Notary Public

My Commission expires _____

BIDDER CORPORATE RESOLUTION

(EVIDENCE OF AUTHORITY TO BIND BIDDER WHERE BIDDER IS A CORPORATION OR PARTNERSHIP)

RESOLVED, that the following named Officers or Partners:

Be and hereby are authorized and empowered to sign and submit to the _____
the attached Bid and other Bid Submission Documents and further that said Officers or Partners are
authorized to execute the Contract and any other agreement or bond or statement necessary to fulfill
the obligations required by the Contract Documents incurred by the acceptance of the Allentown
Parking Authority of the Bid.

I hereby certify that the above constitutes a true copy of a Resolution or Partnership Agreement
passed and approved by

the Board of Directors or Partners at a meeting held on the _____ day of _____, 20__.

Signature of Bidder's Authorized Representative: _____

Title: _____

Date: _____

Attested By:

Title: _____

Date: _____

(ACKNOWLEDGMENT OF PARTNERSHIP)

STATE OF _____)

) SS:

COUNTY OF _____)

I certify that on this day of ,20__ , before me personally came and appeared to me known and known to be one of the members of the Partnership of described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same as and for the act and deed of said firm. Signed and sworn to before me on , 20__

Signed and sworn to before me

on , 20__

Notary Public

INSURANCE CERTIFICATES

Project: _____

Contract No.: _____

Name of Bidder: _____

Address: _____

The Bidder is required to attach hereto certificate(s) of Insurance establishing insurance coverage of the type and amount required by the Contract Documents and of the Supplementary Specifications.

The insurance certificate(s) must be submitted with the Bid Form in accordance with the procedure set forth by the Contract Documents.

STATEMENT OF OWNERSHIP

Prior to performing the Work or furnishing any materials or supplies and prior to the receipt of the Bid Proposal or accompanying the Bid Proposal of said corporation or partnership, there is submitted a Statement setting forth the name and addresses of all stockholders in the corporation or partnership who own ten (10%) percent or more of its stock of any class, or of all individual partners in the partnership who own a ten (10%) percent or greater interest therein.

If additional space is necessary, attach a separate sheet. If there are no partners with ten (10%) percent or more interest in your company enter "None" below.

Full Corporate Name or Partnership Name of Bidder:

Shareholders or Partners or Corporations with 10% interest or greater:

1. Name _____ Percentage _____%
Address _____
City _____ State _____ Zip _____

2. Name _____ Percentage _____%
Address _____
City _____ State _____ Zip _____

3. Name _____ Percentage _____%
Address _____
City _____ State _____ Zip _____

4. Name _____ Percentage _____%
Address _____
City _____ State _____ Zip _____

5. Name _____ Percentage _____%

Address _____

City _____ State ____ Zip _____

6. Name _____ Percentage ____%

Address _____

City _____ State ____ Zip _____

7. Name _____ Percentage ____%

Address _____

City _____ State ____ Zip _____

8. Name _____ Percentage ____%

Address _____

City _____ State ____ Zip _____

9. Name _____ Percentage ____%

Address _____

City _____ State ____ Zip _____

10. Name _____ Percentage ____%

Address _____

City _____ State ____ Zip _____

Signature of Bidder's Authorized Representative:

Title: _____

Date: _____

EQUIPMENT CERTIFICATION

INSTRUCTIONS FOR COMPLETING THE EQUIPMENT CERTIFICATION

If the Bidder owns, leases or controls all the necessary equipment required to complete the Project, the Bidder shall complete Part 1.

If the Bidder does not own, lease or control all of the equipment necessary to complete the Project, the Bidder shall complete Part 2.

PART 1

"This is to certify that I, the Bidder, signing and submitting the attached Bid Proposal and other Contract Documents, own, lease or control all of the necessary equipment required to complete the Work shown and described in the Contract Documents, Drawings and Specifications."

Signature of Bidder's Authorized Representative:

Title:

Date:

PART 2

"This is to certify that I, the undersigned, own or control the equipment required to complete the Project noted below and definitely grant or will grant the Bidder the control of said equipment during such time as may be required for that portion of the Work described in the Contract Documents, Drawings and Specifications for which said equipment is necessary."

By: _____

DATE

Name: _____

Title: _____

Company Name: _____

Company Address: _____

LIST OF EQUIPMENT

(Attach additional sheets if necessary)

VERIFICATION OF CONTRACTOR ELIGIBILITY

CONTRACTOR CERTIFICATION

I hereby certify that I/we am/are not currently under suspension or debarment by the Commonwealth of Pennsylvania, any other state, or the federal government.

In the event I/we am/are found ineligible after an award of Contract, said Contract shall be terminated and the matter will be referred to the Department of Labor for its action.

If I/we enter into subcontracts or employ under this Contract any subcontractors or individuals who are currently suspended or debarred by the Commonwealth or federal government or who become suspended or debarred by the Commonwealth or federal government during the term of this Contract or any extension or renewals thereof, the Owner and/or the Commonwealth shall have the right to require the termination of such subcontracts or employment at no cost to the Owner or the Commonwealth.

The Contractor agrees to reimburse the Commonwealth and/or the Owner for the reasonable costs of investigation incurred by the Office of the Inspector General for investigations of the Contractor's compliance with the terms of this Contract or any other Contract between the Contractor and the Commonwealth which result in the suspension or debarment of the Contractor. Such costs shall include, but not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations, which do not result in the Contractor's suspension or debarment.

CONTRACTOR SIGNATURE	NAME OF FIRM	DATE
SUBCONTRACTOR SIGNATURE	NAME OF FIRM	DATE

The contractor may obtain the current list of contractors suspended or debarred by the Commonwealth of Pennsylvania by contacting:

Department of General Services
Office of Chief Counsel
603 North Office Building
Harrisburg, PA 17125

Telephone No. (717) 783-6472
FAX No. (717) 787-9138

The contractor may determine whether contractors have been debarred or suspended by the federal government by contacting the County's community development office where the Work is to be performed.

If any contractor cannot so certify, the contractor must submit along with the Bid Proposal a written explanation of why such certification cannot be made.

If the Commonwealth or federal government at any time within the last ten (10) years has debarred any contractor, the contractor must submit along with the bid/proposal a written history containing a full and complete description of events underlying any debarments.



COMMONWEALTH OF PENNSYLVANIA

PUBLIC WORKS EMPLOYMENT VERIFICATION FORM

Date _____

Business or Organization Name (Employer)_____

Address _____

City _____, State _____ Zip Code _____

Contractor Subcontractor (s e l e c t o n e)

Contracting Public Body _____

Contract/Project No _____

Project Description _____

Project Location _____

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

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

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

Authorized Representative
Signature

CONSTRUCTION CONTRACT

THIS CONSTRUCTION CONTRACT (the “Contract”), made this _____ day of _____, 20__

BETWEEN:

Allentown Parking Authority
603 W. Linden Street King of
Allentown, PA 18101

hereinafter is called the **OWNER**:

AND: Bidder Name: _____

Bidder Address: _____

hereinafter called the **CONTRACTOR**:

WHEREAS, the OWNER requires the services of **Demolition Services for 530-544 N. 7TH Street** (the "**Project**"), in accordance with all applicable federal, state, and local laws and regulations, and the Contract Documents.

NOW, THEREFORE, the OWNER and the CONTRACTOR, intending to be legally bound and in exchange for the mutual consideration set forth herein, agree as follows:

1. SCOPE OF WORK

The CONTRACTOR shall furnish all labor, materials, equipment, tools and services necessary to complete the Project in a good, expeditious, workmanlike and substantial manner. The Project will be constructed in strict compliance with the Contract Documents and in full compliance with this Contract. The CONTRACTOR’s services shall hereafter be referred to as the "**Work**".

All work described herein and attached to the contract shall be performed in accordance to all current PennDOT Specification and Standards. If conflict should arise between contract documents and PennDOT Specifications and Standards, PennDOT Specifications and Standards shall govern.

2. THE CONTRACT SUM

The OWNER shall pay the CONTRACTOR for the performance of the Work based on the Bid Proposal prices, and subject to only those additions and deductions as provided by the Contract Documents, the total sum of

(AMOUNT IN WORDS)

\$ _____

(AMOUNT IN NUMBERS)

The CONTRACTOR shall be paid the prices stipulated in the Bid Proposal as full compensation for everything furnished and performed by the CONTRACTOR under this Contract, including all Work required, but not specifically mentioned, and all loss or damage arising out of the nature of the aforesaid Work, the action of the elements, any unforeseen obstruction or difficulty encountered in the prosecution of the Work, all risks of every description connected with the Work, all expenses incurred by or in consequence of the suspension or discontinuance of the Work as herein specified, and for well and faithfully completing the Work and the whole thereof, as herein provided.

3. TIME OF COMPLETION

The Work to be performed under this Contract shall be commenced on or before a date to be specified in a written Notice to Proceed as issued by OWNER, or its duly authorized representative, and is to be diligently brought to completion within forty-five (45) calendar days (the “**Completion Date**”) from the date of the Notice to Proceed. The Work will be deemed complete when CONTRACTOR has finished all Work called for by the Contract Documents and the Work is certified in writing by the OWNER as fully complete (said certification shall be hereinafter referred to as “**Final Completion**”).

CONTRACTOR'S failure to comply with schedule and/or performance requirements will result in the OWNER incurring damages difficult to ascertain with certainty. Liquidated damage amounts represent reasonable amounts to partially compensate the OWNER for the CONTRACTOR'S delay and/or failure to perform and are not to be construed as penalties. Consequently, to be entitled to such liquidated damages, the OWNER will not be required to prove that it has incurred actual damages. Liquidated damages under this clause shall be additive in nature and are in addition to other remedies the OWNER may have under the contract, at law, or otherwise.

If the OWNER becomes entitled to liquidated damages, the OWNER will deduct the amount of such liquidated damages from any money due or which may become due under the Contract. Should the liquidated damage amounts be in excess of the remaining unpaid balance of the Contract, the CONTRACTOR and its sureties shall be liable for the amount thereof and shall promptly refund to the OWNER the amount of such excess. The provisions for liquidated damages shall not prevent the OWNER from terminating the rights of the CONTRACTOR to proceed in cause of default.

Should the CONTRACTOR fail to complete all Work or any part of the Work by the specified completion date, the CONTRACTOR shall pay monetary liquidated damages to the OWNER in the amount of four hundred (\$400.00) dollars for each and every calendar day that the Work remains incomplete. The CONTRACTOR shall further reimburse the OWNER for the inspection services of the Owner's duly authorized ENGINEER, as provided in the General Conditions, in the amount of five hundred (\$500.00) dollars for each and every calendar day that the Work remains incomplete. In addition to the liquidated damages to be assessed against the CONTRACTOR, the CONTRACTOR shall be liable for all costs and fees incurred by the OWNER due to the overrun.

4. THE CONTRACT DOCUMENTS

The parties agree that the terms and conditions contained in The Contract Documents (including bid information, instructions to bidders, Bid Form, bid documents, general conditions, specifications, supplemental specifications, addendums and drawings) are made part of this Contract and are binding on both parties as if all conditions contained in the Contract Documents were set forth in this Contract.

In addition, the OWNER's designated ENGINEER shall furnish to the CONTRACTOR supplementary drawings or explanations as may be necessary to illustrate the Work to be done, and the CONTRACTOR shall conform to same as part of this Contract, and all such supplemental information shall be part of the Contract Documents.

The Contract Documents comprise the entire agreement between the OWNER and the CONTRACTOR and may only be amended as herein described.

5. SUBCONTRACTORS

The CONTRACTOR agrees to bind every subcontractor by the terms and conditions, and to all duties and obligations, as more fully defined throughout the Contract Documents. The Contract Documents shall not be construed as creating any contractual relationship between any subcontractor and the OWNER.

6. WAIVERS

Neither the inspection by the OWNER or by the OWNER's agents, nor any orders or measurement of certificate by the ENGINEER, nor any order by the OWNER for the payment of money, nor payment for or acceptance of the whole or any part of the Work by the OWNER, nor any extension of time or any possession taken by the OWNER or its employees, shall operate as a waiver of any provision of this Contract, any power herein reserved to the OWNER, or any right to damages herein provided. No waiver of any breach of this Contract shall be held to be a waiver of any other or subsequent breach. Any remedy provided in this Contract shall be taken and construed as cumulative; that is, in addition to each and every other remedy herein provided and in addition to all other suits, actions, or legal proceedings. The OWNER shall also be entitled as of right to a writ of injunction against any breach of any of the provisions of this Contract.

7. OWNER AND RESPONSIBILITY OF ITS DULY AUTHORIZED REPRESENTATIVE(S)

All Work shall be done under the observation of the ENGINEER or another duly authorized representative of the OWNER. The ENGINEER, after due consultation with and upon the direction of the OWNER, shall decide any and all questions, which may arise regarding the quality and acceptability of materials furnished, Work performed, rate of progress of Work, interpretation of Contract Documents and all questions concerning the acceptable fulfillment of the Contract by the CONTRACTOR.

The ENGINEER's services during the construction of the Project are intended to provide the OWNER a greater degree of confidence that the completed Work of CONTRACTOR will conform in general to the Contract Documents, Drawings and Specifications. The ENGINEER shall not, during visits to the project site or as a result of observation of CONTRACTOR's Work in progress, supervise, direct or have control over CONTRACTOR's Work, nor shall the ENGINEER have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by CONTRACTOR, for any safety precautions and programs incident to CONTRACTOR's Work or for any failure of CONTRACTOR to comply with laws, rules, regulations, ordinances, codes or orders applicable to CONTRACTOR's furnishing and performing the Work. Accordingly, the ENGINEER neither guarantees CONTRACTOR's performance nor assumes responsibility for CONTRACTOR's failure to furnish and perform its Work safely or in accordance with the Contract Documents.

8. SUCCESSORS AND ASSIGNS

This Contract and all of the covenants herein shall be binding upon the OWNER and the CONTRACTOR respectively, and the CONTRACTOR's subcontractors, sub-consultants, partners, successors, assigns and legal representatives. Neither the OWNER nor the CONTRACTOR shall have the right to assign, transfer or sublet their interests or obligations hereunder without written consent of the other party.

9. TERMINATION

The OWNER may, upon seven (7) days written notice to the CONTRACTOR, and at any time after the execution of this Contract, terminate or limit the services of the CONTRACTOR furnished hereunder for convenience, for any reasons; including but not limited to, the abandonment of the Project or the unavailability of monies to complete the Work.

In the event of such termination for convenience, the CONTRACTOR shall be compensated for his authorized services rendered hereunder up to that date, and for all reasonable shutdown costs as agreed to by both parties.

Should the CONTRACTOR fail to perform in strict accordance with this Contract, or should the CONTRACTOR become insolvent, unable to or fail to pay its obligations as they mature, or, in any other respect, in the opinion of the OWNER, fail to properly prosecute and perform any part of its work, breach any provision of this Contract, fail to exert its best performance efforts, then the CONTRACTOR may be deemed by the OWNER to have materially breached this Contract. In case of a breach, as indicated herein or as might otherwise be determined by law, then the OWNER may, at its discretion, terminate this Contract, or any part thereof, by giving written notice thereof to CONTRACTOR.

In case of such termination, OWNER may use any and all materials, equipment, tools, or chattels furnished by or belonging to the CONTRACTOR either at or for the Project. No further payments shall be made to CONTRACTOR until completion of the Project. OWNER may deduct from any amount owing to CONTRACTOR, the cost to complete the defaulted CONTRACTOR'S work, including without limitation legal fees, administrative overhead expense, and field overhead expenses. The CONTRACTOR, on termination, will be deemed to have offered to OWNER an assignment of all of its subcontracts and purchase orders relating to this Project. The OWNER may, at its discretion, do whatever is necessary to assure performance of any terminated work, and to take such action, if necessary, in CONTRACTOR's name.

In the event that a termination for default under this Section is subsequently adjudicated to be wrongful, such termination shall be automatically converted to and considered a termination for convenience under this Section 9.

10. INDEMNIFICATION

The CONTRACTOR shall indemnify, defend, and hold harmless the OWNER and the ENGINEER, their officers, employees and agents, against any loss, liability, claims or demands (including death and/or property damage), arising out of or resulting, in

whole or in part, from the CONTRACTOR's performance of this Contract as provided in the Contract Documents and the Hold Harmless Clause.

11. CONTRACTOR'S STATUS AND RESPONSIBILITIES

The CONTRACTOR's status shall be that of an independent contractor, and not an agent or employee of the OWNER.

The CONTRACTOR shall be responsible for providing competent, suitably qualified personnel of sufficient number to perform the Work.

The CONTRACTOR shall be responsible for proceeding with the Work and adhering to the schedule during all disputes or disagreements with the OWNER. No Work shall be delayed or postponed pending resolution of any dispute or disagreement.

The CONTRACTOR shall pay to the OWNER, and the OWNER shall have the right to deduct the full amount of all expenses, losses, and damages from all monies due or to become due the CONTRACTOR under this Contract, for any of the following reasons:

1. Any defect, omission, or mistake of the CONTRACTOR or his employees; and the repairs of same, as determined by the ENGINEER.
2. All costs of ENGINEER'S work and inspection after the specified completion time for the Contract.
3. All costs incurred by the OWNER for overtime payments to the inspection personnel caused by the CONTRACTOR's overtime work. Overtime is considered as all hours worked exceeding eight hours per day and/or forty hours per week; all hours worked on Saturday or Sunday; and all hours worked on legal holidays observed by the OWNER and/or ENGINEER.
4. Liquidated Damages in the amount set forth in Section III, "Time of Completion", for each and every calendar day that the CONTRACTOR shall be in default of completing the Work of this Contract. This sum is hereby agreed to be proper and reasonable liquidated damages, which the OWNER will suffer by reason of such default.

12. GUARANTEE AND CORRECTION OF DEFECTIVE WORK

The CONTRACTOR warrants and guarantees to the OWNER that all Work will be performed in accordance with all applicable federal, state, and local laws, standards and regulations and these Contract Documents; and that all materials, facilities, work and equipment will be free of defects and will operate properly. Immediately upon orders from OWNER, or OWNER's duly authorized representative, CONTRACTOR will correct any defect or deficiency in the Work, equipment, or materials. OWNER may withhold from CONTRACTOR that amount OWNER reasonably estimates to be necessary for the correction of defective or deficient Work and to defray damages for delay in the completion of the Work, until such time as CONTRACTOR corrects said defect or deficiency.

If within two (2) years after the date of Final Completion (as defined under Section III, "Time of Completion"), any Work is found to be defective, the CONTRACTOR shall promptly correct the defective work, or remove and replace it with non-defective Work; as directed by the OWNER, and at no additional cost to the OWNER.

13. CONTRACT BINDING

This Contract shall bind the heirs, executors, administrators, successors and assigns of the respective parties hereto.

14. GOVERNING LAW

The laws of the Commonwealth of Pennsylvania will govern the validity of this Contract, its interpretation and performance. The CONTRACTOR hereby accepts Pennsylvania jurisdiction and agrees to accept service of process as if it were personally served within said jurisdiction. Titles, captions or headings to any provision, Article, etc. shall not limit the content of this Contract and these Articles have the full force and effect as if no titles existed. If any term or provision of this Contract is found invalid, it shall not affect the validity and enforcement of all remaining terms and provision of the Contract.

15. PREVAILING WAGE RATE

The CONTRACTOR agrees to comply with the provisions of the Pennsylvania Prevailing Wage Act (August 15, 1961 P.L. 987, No. 442), and all corresponding rules and regulations. The CONTRACTOR shall pay all workers employed in the performance of this Contract the prevailing wages determined pursuant to the above-cited law.

Contractor certifies that a copy of the prevailing wage rates pertaining to this Work and issued by the Pennsylvania Department of Labor and Industry, entitled "Prevailing Wage Project Rates" were included in the Contract Documents issued for bidding.

16. AMERICANS WITH DISABILITIES ACT

The CONTRACTOR and the OWNER do hereby agree that the provision of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 12101 et. seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this Contract. In providing any aid, benefit, or service on behalf of the OWNER pursuant to this Contract, the CONTRACTOR agrees that its performance shall be in the strict compliance with the Act. In the event that the CONTRACTOR, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this Contract, the CONTRACTOR shall defend the OWNER in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect, and hold harmless the OWNER and ENGINEER, its agents, servants and employees from and against any and all suits, claims, losses, demands or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the OWNER's grievance procedure, the CONTRACTOR agrees to abide by any decision of the OWNER, which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the OWNER or if the OWNER incurs any expense to cure a violation of the Act which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

The OWNER shall, as soon as practicable after a claim has been made against it, give written notice thereof to the CONTRACTOR along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the OWNER or ENGINEER or any of its agents, servants, and employees, the OWNER shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading or other process received by the OWNER or its representatives.

It is expressly agreed and understood that any approval by the OWNER or ENGINEER of the services provided by the CONTRACTOR pursuant to this Contract will not relieve the CONTRACTOR of the obligation to comply with the Act and to defend, indemnify, protect, and hold harmless the OWNER pursuant to this Paragraph.

It is further agreed and understood that the OWNER and ENGINEER assume no obligation to indemnify or hold harmless the CONTRACTOR, its agents, servants, employees and subcontractors for any claims made under the Act.

17. REVIEW OF DOCUMENTS AND CONDITIONS

CONTRACTOR hereby acknowledges that is has carefully reviewed and examined this Contract, other Contract Documents and all other documents directly or indirectly relating to this Contract and that any and all ambiguities and/or discrepancies have been clarified and/or corrected.

CONTRACTOR acknowledges that it has fully examined and analyzed all conditions that could affect its performance and that no conditions exist which would affect the progress, performance or price of this Contract. CONTRACTOR further acknowledges that its knowledge of the Site and conditions is based, in part, upon its investigation and assessment of the Site, and further acknowledges that it has been given sufficient opportunity to conduct any necessary additional investigation of the Site and any conditions which might affect the Work under this Contract

CONTRACTOR acknowledges and represents that it has visited the Project site and has fully investigated and otherwise satisfied itself as to the conditions affecting the Work of this Contract, including but not limited to the transportation, disposal, handling

and storage of materials, availability of labor, water, electric power, roads and similar physical conditions of the Project Site, the conditions of the ground and the character of any equipment and facilities needed to complete the Work.

18. TAXES, CHARGES, FEES

The CONTRACTOR shall be responsible for and shall pay any local, state and federal taxes, contributions, fees, etc. imposed directly or indirectly on account of its work, labor, material and services require under or relating to this Contract. At no time shall there be any increase or escalation in the Contract price on account of any such charge. The CONTRACTOR shall, on demand, substantiate that all taxes and other charges are being properly paid.

19. ORAL MODIFICATIONS

The CONTRACT cannot be changed, modified, altered or terminated orally. This Contract supersedes all prior representations and discussions between CONTRACTOR or its representatives and OWNER and its representatives.

20. INCORPORATION OF AGREEMENT INTO SUBCONTRACTS

CONTRACTOR hereby agrees to incorporate into any subcontracts or purchase orders it has with any other party, all those provisions required by law to be incorporated therein, and all those provisions of this Contract which affect the rights of the OWNER. This CONTRACT shall not be considered as creating a contractual relationship between OWNER and the CONTRACTOR'S subcontractors or suppliers. It is the express intention of the parties to this contract that it creates no contract rights except those between CONTRACTOR and OWNER.

IN WITNESS WHEREOF, the parties hereto have there unto set their hands and seals.

ATTEST:

_____ (OWNER) _____

ATTEST:

_____ (CONTRACTOR) _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, THAT _____
(CONTRACTOR)

(CONTRACTOR'S ADDRESS)

as **Principal**, and _____
(BONDING COMPANY)

as **Surety**, a Corporation duly organized and existing under the laws of the State of _____
(STATE)

are held and firmly bound unto The Allentown Parking Authority, 603 W. Linden Street, Allentown, PA 18101, County of
Lehigh, as **Obligee**, in the sum of _____
(BID PRICE IN WORDS)

Dollars (\$ _____), representing 100% of the contract amount, and for faithful performance of the
(BID PRICE IN NUMBERS)

Contract, to be paid to the Obligee aforesaid, its certain attorneys, successors or assigns, to which payment, well and truly to be made, we do
bind ourselves, our heirs, executors and administrators, and every one of them, jointly and severally, firmly by these presents.

WITNESS our hands and seals this _____ day of _____ in the year of 20_____.

WHEREAS, the said _____
(CONTRACTOR)

is about to enter into a written Contract with, The Allentown Parking Authority, 603 W. Linden Street, Allentown, PA,
18101 , County of Lehigh for:

**Demolition Services
for
530-544 N. 7TH Street**

pursuant to an award of said contract to Principal on the date hereof, and

WHEREAS, this bond is given pursuant to the requirements of the Act of the General Assembly of the Commonwealth of
Pennsylvania, approved December 20, 1967, Act 385, known as the "Public Works Contractor's Bond Law of 1967".

WHEREAS, the Contractor shall, during the course of construction of the Improvements, give all reasonable protection to the
public and maintain such warning devices as are reasonably necessary for this purpose. The Contractor hereby agrees to
indemnify, defend and hold the Owner harmless from any and all actions at law or in equity and any and all claims, damages, loss,
cost or expense (including but not limited to attorneys fees) arising from or related to the Contractor's performance of the Work
and/or the breach of any of the Contractor's obligations set forth in this Contract or imposed by law.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if

the said _____ shall promptly and faithfully
(CONTRACTOR)

perform said Contract awarded to him then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

Whenever Contractor shall be declared by Obligee to be in default under the Contract, the Obligee having performed Obligee's obligations
thereunder, the Surety may promptly remedy the default, or shall promptly

1. Complete the Contract in accordance with its terms and conditions, or
2. Obtain a bid or bids for submission to Obligee for completing the contract in accordance with its terms and conditions, and upon determination by Obligee and Surety of the lowest responsible bidder, arrange for a contract between such bidder and Obligee and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay for the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "Balance of the Contract price" as used in this paragraph, shall mean the total amount payable by Obligee to Contractor under the Contract and any amendments thereto, less the amount paid by Obligee to Contractor.

Provided, that said Surety, for value received, hereby stipulates and agrees that no change, extension, alterations or additions to the terms of this Contract, shall in any way release the Principal and the Surety, or either of them, his, their or its heirs, executors, administrators, successors or assigns, from their liability hereunder, and said Surety does hereby waive notice of any such change, extension, alterations or additions.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

(Individual Principals sign here)

In the presence of:

_____	_____ (SEAL)
_____	_____ (SEAL)
_____	_____ (SEAL)
_____	_____ (SEAL)

(Corporate Principals sign here)

Attest: _____

(SEAL)

(Surety sign here)

Witness:

_____	_____
_____	_____

_____ By: _____ as to Surety
 (Attorney-in-Fact) (SEAL)

LABOR AND MATERIALS PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, THAT _____
(CONTRACTOR)

(CONTRACTOR'S ADDRESS)

as **Principal**, and _____
(BONDING COMPANY)

as **Surety**, a Corporation duly organized and existing under the laws of the State of _____
(STATE)

are held and firmly bound unto Allentown Parking Authority, 603 W. Linden Street, Allentown, PA 18101, County of

Lehigh, as **Obligee**, in the sum of _____
(BID PRICE IN WORDS)

Dollars (\$ _____), representing 100% of the contract amount, to be paid to the Obligee aforesaid, its
(BID PRICE IN NUMBERS)

certain attorneys, successors or assigns, to which payment, well and truly to be made, we do bind ourselves, our heirs, executors and administrators, and every one of them, jointly and severally, firmly by these presents.

WITNESS our hands and seals this _____ day of _____ in the year of 20 ____.

WHEREAS, the said _____
(CONTRACTOR)

is about to enter into a written Contract with, The Allentown Parking Authority, 603 W. Linden Street, Allentown, PA 18101, County of Lehigh for:

DEMOLITION SERVICES FOR 530-544 N. 7TH STREET

pursuant to an award of said contract to Principal on the date hereof, and

WHEREAS, this bond is given pursuant to the requirements of the Act of the General Assembly of the Commonwealth of Pennsylvania, approved December 20, 1967, Act 385, known as the "Public Works Contractor's Bond Law of 1967".

WHEREAS, the Contractor shall, during the course of construction of the Improvements, give all reasonable protection to the public and maintain such warning devices as are reasonably necessary for this purpose. The Contractor hereby agrees to indemnify, defend and hold the Owner harmless from any and all actions at law or in equity and any and all claims, damages, loss, cost or expense (including but not limited to attorneys fees) arising from or related to the Contractor's performance of the Work and/or the breach of any of the Contractor's obligations set forth in this Contract or imposed by law.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if

the said _____ shall promptly make payment of
(CONTRACTOR)

all material furnished and labor supplied or performed in the prosecution of the Work, whether or not the said material or labor enter into and become component parts of the Work or improvement contemplated, then this obligation shall be void, otherwise, it shall remain in full force and effect.

The said Principal and Surety, jointly and severally, further covenant and agree that every person, co-partnership, association or corporation, except as hereinafter provided, who, whether a subcontractor or otherwise, has furnished material or supplied or performed labor in the prosecution of the Work provided for in the contract for which this bond has been given, and who has not been paid in full thereof before the expiration of Ninety (90) days after the day on which such claimant performed the last of such labor or furnished the last of such materials for which he claims payments, may bring an action on this bond in his own name, in assumpsit, to recover any amounts due him for such labor or material, and may prosecute the same to final judgment for such sum or sums as may be justly due him, them or it, and have execution thereon, provided, however, that the Obligee shall not be liable for the payment of any costs or expenses of any suit, and provided, further, no

such action may be commenced after the expiration of one (1) year from the day on which the last of the labor was performed or material was supplied for the payment of which such action is brought by the claimant.

Any claimant who has a direct contractual relationship with any subcontractor of the prime contractor who gave this bond but has no contractual relationship, express or implied, with such prime contractor may bring an action on this bond, as heretofore provided, only if he has given written notice in the manner provided for by the above-mentioned Act to such contractor within Ninety (90) days from the date on which the claimant performed the last of the labor or furnished the last of the materials for which he claims payment, stating with substantial accuracy the amount claimed and the name of the person for whom the Work was performed or to whom the material was furnished.

"Labor and materials" shall include public utility services and reasonable rentals of equipment, but only for periods when the equipment rented is actually used at the site.

AND PROVIDED, that said Surety, for value received, hereby stipulates and agrees that no change, extension, alterations or addition to the terms of said Contract shall in any way release the Principal and the Surety, or either of them, his, their or its heirs, executors, administrators, successors or assigns, from their liability hereunder, and the said Surety does hereby waive notice of any such change, extension, alterations or additions.

(Individual Principals, sign here)

In the presence of:

_____ (SEAL)

(Corporate Principals sign here)

Attest:

(SEAL)

(Surety sign here)

Witness:

By: _____
as to Surety (Attorney-in-Fact) (SEAL)

PREVAILING WAGE COMPLIANCE DECLARATION

The Contractor hereby agrees to comply in all respect with the Pennsylvania Prevailing Wage Act 442 as amended. A copy of the prevailing wage rates pertaining to the Work and issued by the Pennsylvania Department of Labor and Industry entitled, "Prevailing Wage Project Rates," is included in the Contract Documents issued by Owner for Bid. Workers shall be paid not less than the prevailing wage rate. In the event it is found that any worker employed by the Contractor or any Subcontractor covered by the contract herein has been paid a rate of wages less than the prevailing rate required to be paid by such contract, the Owner may terminate the Contractor's or Subcontractor's right to proceed with the Work or such part of the Work as to which there has been a failure to pay required wages and to prosecute the Work to completion or otherwise. The Contractor and his sureties shall be liable to the Owner for any excess costs occasioned thereby.

Before final payment is made by or on behalf of the Owner of any sum or sums due to the Work, the Contractor or Subcontractor shall file with the Owner, written statements in form satisfactory to the commissioner of Labor and Industry certifying to the amounts then due and owing from such contractor or subcontractor filing such statement to any and all workmen for wages due on account of the Work, setting forth therein the names of the persons whose wages are unpaid and the amount due to each respectively which statement shall be certified by the oath of the Contractor or Subcontractor as the case may be in accordance with the said Pennsylvania Prevailing Wage Act.

The prevailing wage rate shall be determined by the Commissioner of Labor and Industry or his duly authorized deputy or representative.

The undersigned is an (individual) (partnership) (corporation) under the Laws of the State of _____ having Principal offices at.

BIDDER: _____

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

**AFFIDAVIT ACCEPTING PROVISIONS OF THE
WORKMEN'S COMPENSATION ACT**

State of _____)
)
) SS:
County of _____)
)

_____, being duly sworn according to law, deposes and says that they/he/she/it have/has accepted the provisions of the Workmen's Compensation Act of 1915 of the Commonwealth of Pennsylvania, with its supplements and amendments and have/has insured their/his/hers/its liability thereunder in accordance with the terms of said Act with _____
_____ (Surety Company).

CONTRACTOR

(Type or Print Name)

(Signature)

Sworn to and Subscribed before me this

_____ Day of _____, 20____.

My commission expires: _____

HOLD HARMLESS CERTIFICATION

The Contractor shall indemnify and hold harmless the Owner and its Engineer from and against all attorneys fees, losses, claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description brought against or recoverable from the Owner and its Engineer by reason of any act or omission of the Contractor, its agents, employees, assigns, and any entity acting in the Contractor's behalf and on the Contractor's direction in the execution of the Work or in consequence of any negligence or carelessness connected with the execution of any Work and any activities directly or indirectly incidental thereto. This specifically includes any negligence or carelessness of the Contractor in failing to review all plans, specifications, and other documents published by the Owner in connection with the preparation and award of the contract.

The Contractor shall assume all risk and bear any loss or injury to the property or any person which is caused by the negligence of the Contractor including his/her negligent failure to notify the Owner of any dangerous condition requiring the Owner's action, during the period including periods when the Contractor is not present on the site but during the progress of Work provided for in the contract until the same shall have been completed and accepted. The Contractor shall also assume all responsibility for any and all loss by reason of the Contractor's negligence or violation of any local, state or federal law, regulation, practice, or order. The Contractor shall give to the Owner authorities and all other appropriate authorities all required notices relating to the Work for which the contract was let including all notices of any dangerous conditions.

The Contractor, in executing this Contract, represents to the Owner that the contents of this hold harmless clause has been communicated to any subcontractors or employees and that this representation is made in behalf of both him/herself and all persons or organizations acting in the Contractors' behalf including any subcontractors.

ATTEST:

Name of Firm

Witness

Signature

Please Print Name

Please Print Name

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, THAT _____
(CONTRACTOR)

(CONTRACTOR'S ADDRESS)

as **Principal**, and _____
(BONDING COMPANY)

as **Surety**, a Corporation duly organized and existing under the laws of the State of _____
(STATE)

are held and firmly bound unto The Allentown Parking Authority, 603 W. Linden Street, Allentown, PA 18101, County

of Lehigh, as **Obligee**, in the sum of _____
(CONTRACT AMOUNT IN WORDS)

Dollars (\$ _____), representing 15% of the contract amount, to be paid to the
(CONTRACT AMOUNT IN NUMBERS)

Obligee aforesaid, its certain attorneys, successors or assigns, to which payment, well and truly to be made, we do bind ourselves, our heirs, executors and administrators, and every one of them, jointly and severally, firmly by these presents.

WITNESS our hands and seals this _____ day of _____ in the year of 20_____.

WHEREAS, the said _____
(CONTRACTOR)

Has entered into a written Contract with, Allentown Parking Authority, 603 W. Linden Street, Allentown, PA 18101, County of Lehigh for:

Demolition Services for 530-544 N. 7TH

WHEREAS, under said Contract, the Principal guarantees for a term of two (2) years from date of acceptance of the Work by the Owner, to maintain the stability of all materials, equipment and Work and to promptly make good and replace all poor or inferior materials, equipment and Work and to remedy all defects in materials, equipment or workmanship, all shrinkage, settlement, or other faults of any kind whatsoever arising therefrom, at his or their own expense, and to the satisfaction of the Owner, when notified in writing so to do by the Owner; and

WHEREAS, under said Contract, the Principal may, to secure the said guarantee, deposit with the Owner, an acceptable Surety Bond for the faithful performance of said guarantee; and

WHEREAS, the Owner is willing to pay the aforementioned monies including the retained percentage upon being indemnified by these presents.

WHEREAS, the Contractor shall, during the course of construction of the Improvements, give all reasonable protection to the public and maintain such warning devices as are reasonably necessary for this purpose. The Contractor hereby agrees to indemnify, defend and hold the Owner harmless from any and all actions at law or in equity and any and all claims, damages, loss, cost or expense (including but not limited to attorneys' fees) arising from or related to the Contractor's performance of the Work and/or the breach of any of the Contractor's obligations set forth in this Contract or imposed by law.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall maintain the stability of all material, equipment and Work and shall promptly make good and replace all poor or inferior materials, equipment and Work, and shall remedy all defects in materials, equipment or workmanship, all shrinkage, settlement, or other faults of any kind whatsoever arising therefrom, at his or their own expense and to the satisfaction of the Owner when notified in writing to do so by the Owner for a term of two (2) years from the date of the final acceptance thereof by the Owner, and if the Principal shall indemnify the Owner against any loss or damage by reason of the failure of the Principal so to do, then this obligation is to be void; otherwise, to remain in full force and effect.

PROVIDED, HOWEVER, and it is hereby expressly agreed that if at any time default shall be made in the performance of the terms and the conditions of this bond above specified, then, and in such event, we do by these presents empower the Owner's Solicitor, or any attorney of any court of record in the State, to appear in a Court of competent jurisdiction and have entered in favor of Allentown Parking Authority a judgment against us for the said sum above mentioned, with costs of suit and release of errors, and we do hereby waive the right of inquisition on any real estate, and authorize the Prothonotary to enter our voluntary condemnation of the same and authorize the same to be sold upon a writ of Fieri Facias. We also waive the right of all laws now made or hereafter to be made exempting real or personal property from levy and sale and execution.

This bond shall become effective on the date on which the Owner shall accept, in writing, the Work provided under said Contract, and nothing herein shall impair or lessen to any extent the obligations of the Principal and Surety under and by virtue of the performance bond heretofore entered into by them.

SIGNED, SEALED AND DELIVERED IN QUADRUPLICATE,

THIS _____ day of _____, 20_____.

(Individual Principals sign here)

In the presence of:

_____ (SEAL)

(Corporate Principals sign here)

Attest: _____

_____ (SEAL)

(Surety sign here)

Witness:

By: _____

as to Surety (Attorney-in-Fact) (SEAL)

CONTRACTOR'S RELEASE OF LIENS

The undersigned, _____, hereinafter known as CONTRACTOR, for itself, its subcontractors, and all parties acting through or under it, has furnished labor, equipment and materials, for the erection and construction of certain improvements consisting of _____ at property known as _____

(Description)

_____ for the _____

(Location)

(Owner)

hereinafter known as OWNER and has agreed to release all liens which he or any of them have or might have on the improvement and the property by reason of materials furnished or Work performed for erecting and constructing the improvement; and

NOW, contingent upon receipt of final payment from the OWNER, the undersigned CONTRACTOR, for itself, its subcontractors and all parties acting through or under it, hereby remise, release and forever quit claim to OWNER, his heirs and assigns all liens, claims and demands which he or any of them now have or might or could have on or against the interest of OWNER in the improvement and the property for labor or materials previously or subsequently furnished for erecting and constructing the improvement, so that OWNER, his heirs and assigns shall hold and enjoy the improvement and the property free and clear from all liens, claims or demands for labor or materials furnished by the undersigned CONTRACTOR, which are hereby released and discharged.

CONTRACTOR: _____ **BY:** _____

ADDRESS: _____ **TITLE:** _____

Subscribed and sworn to me this _____ day of _____, 20____

_____ My commission expires _____

NOTARY PUBLIC

CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

Allentown Parking Authority Proj. No. _____

Project _____

TO: _____

(Owner)

Contract For: _____ Contract Date: _____

State of:

County of:

The undersigned hereby certifies that to the best of his knowledge, information and belief, except as listed below,

The Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens against any, property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS: (if none, write "None". If required by, the Owner, the Contractor shall furnish bond satisfactory, to the Owner for each exception.)

SUPPORTING DOCUMENTS ATTACHED HERETO:

CONTRACTOR:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.

2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

ADDRESS:

BY:

Subscribed and sworn to before me this

_____ day of _____, 20__

Notary Public:

My Commission Expires:

WAIVER OF LIENS

THIS WAIVER OF LIENS is made as of the ____ day of _____ 20____ by _____

_____, a _____ ("**General Contractor**") in favor of
Allentown Parking Authority (the "**Owner**").

BACKGROUND

A. By a duly executed written agreement dated _____
(the "**Contract**"), Owner and General Contractor have contracted for services in connection with the design and construction of
certain improvements as more fully described in the Contract (the "**Improvements**") to be erected on real estate known as _____
_____(the "**Property**").

B. By the terms of the Contract, General Contractor has covenanted, promised and agreed that no mechanics' or
materialmen's liens or claims would be filed or maintained in the Property or any part thereof, or the curtilage or curtilages
appurtenant thereto, either by himself for or on account of any work, labor or materials supplied in the performance of the
Contract or under any supplemental contract or for extra work, in supervision of the design, erection, construction or completion
of the Improvements on the Property or any of the curtilages appurtenant thereto.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and in the Contract,
the parties hereto, intending to be legally bound hereby, agree as follows:

1. The General Contractor, for itself and anyone else acting or claiming through or under the General Contractor,
hereby waives and relinquishes all right to file a mechanics' lien, claim or notice of intention to file any lien or claim, and hereby
covenants, promises and agrees that no mechanics' lien or claim or other lien or claim of any kind whatsoever shall be filed or
maintained against the Improvements or the estate or title of Owner in the Property or curtilage or curtilages appurtenant thereto, by
or in the name of General Contractor for work done or materials furnished under the Contract or by any other party acting through
or under it or them or any of them for and about the Improvements or the Property or any part thereof, or on credit thereof, so that
there shall not be any legal or lawful claim of any kind against Owner for any work done or labor or materials furnished under the
Contract for and about the design, erection, construction or completion of the Improvements, or under any contract for extra work,
or for work supplemental thereto, or otherwise.

2. This Agreement waiving the right of lien shall be an independent covenant and shall operate and be effective as
well with respect to work done and materials furnished under any supplemental contract for extra work in supervision of the erection,
construction and completion of the Improvements as to any work and labor done and materials furnished under the Contract.

3. In order to give Owner full power and authority to protect itself, the Improvements, the Property, the estate or
title of Owner therein, and the curtilage or curtilages appurtenant thereto against any and all liens or claims filed by the General
Contractor or anyone acting under or through the General Contractor in violation of the foregoing covenant, the General
Contractor hereby irrevocably authorizes and empowers any attorney of any Court of Common Pleas of the Commonwealth of
Pennsylvania, to appear as attorney for it, them or any of them, in any such Court, and in its name or names, to the extent
permitted by law, mark satisfied of record at the cost and expense of the General Contractor any and all claim or claims, lien or
liens, filed in violation of the foregoing covenant, for such act, a copy of this executed instrument shall be good and sufficient
warrant and authority, and a reference to the Court, Term and Number in which and where this Agreement shall have been filed
shall be sufficient exhibit of the authority herein contained to warrant such action, and the General Contractor does hereby remise,
release and quitclaim all rights and all manner of errors, defects and imperfections whatsoever in entering such satisfaction or in
filing such pleading, instrument or amendment, or in any way concerning them.

4. The General Contractor hereby warrants that no work or labor of any kind or nature whatsoever has as yet been
done, and that no materials or services of any kind or nature whatsoever have as yet been furnished, by anyone under, towards or in
connection with the execution or performance of the Contract, the Improvements or the Property.

5. This waiver shall bind the General Contractor, all subcontractors and all of their respective successors and
assigns.

IN WITNESS WHEREOF, the General Contractor has caused this Waiver of Liens to be duly executed the day and year first above written.

CONTRACTOR:

a _____

Attest: _____

By: _____

CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS

STATE OF: _____

COUNTY OF: _____

CONTRACT: _____

Before me, the undersigned, a _____
(Notary Public, Justice of the Peace, or Alderman)

in and for said County and State, personally appeared _____
(Individual).

Partner, or duly authorized representative of Corporate Contractor)

Who, being duly sworn according to law, deposes and says that all labor, material and outstanding claims and indebtedness of whatever nature arising out of the performance of the _____, 20_____

CONTRACT of the _____ with

(Owner)

(Contractor)

have been paid in full.

(Contractor)

(Individual, Partner, or duly authorized representative of Corporate Contractor)

Sworn to and subscribed before me

this _____ day of _____, 20_____

Notary Public

CONSENT OF SURETY COMPANY TO FINAL PAYMENT

In accordance with the provisions of the Contract dated _____ between _____

_____ and
(Name and Address of Contractor)

(Name and Address of Owner)

The _____
(Name and Address of Surety)

Surety on the Bond of _____
(Name of Contractor)

After careful examination of the books and records of said Contractor, and after receipt of affidavit and releases, satisfies this Company that all claims for labor and materials have been satisfactorily settled, hereby approved of the final payment of said Contractor

(Name of Contractor)

and by these presents witness that payment to the Contractor of the final estimates shall not relieve the Surety Company of any of its obligation to the

(Name of Owner)

for _____
(Name of Project)

(Type of Work)

as set forth in the said Surety Company's Bond No. _____

IN WITNESS WHEREOF, the said Surety Company has hereunto set its hand and seal this _____ day of _____ 20____.

Witness:

By:

(Name of Surety)

(Attorney in-Fact)

CERTIFICATE OF OWNER'S ATTORNEY

I, _____, the undersigned, the duly authorized and acting legal representative of _____ do hereby certify as follows:

I have examined the attached contract(s) and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid Contracts has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said Contracts on behalf of the respective parties named thereon; and that the foregoing Contracts constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

DATE: _____

NOTICE OF AWARD

The Owner, represented by the undersigned, has considered the Bids submitted for the Project in response to the Notice to Bidders and Contract Documents.

Since you are the lowest responsible Bidder, said Owner agrees to accept your Bid in the amount of

(Amount in Words)

\$ _____

(Amount in Numbers)

You are hereby notified that your Bid has been accepted for items:

You are required by the Contract Documents to execute a Contract with the Owner and to furnish the required Contractor's Payment and Performance Bond within ten (10) business days from the date of this Notice of Award.

If you fail to execute said Contract or to furnish said bond in writing within ten (10) days from the date of this Notice of Award, the Owner will be entitled to exercise any rights arising out of the Contract Documents, including without limitation Owner's award of the Bid to another Bidder, the re-bidding of the Work, or any other action as the Owner may be entitled to under law.

Dated this _____ day of _____, 20__.

By: _____

Owner or Owner's Representative

Name: _____

Title: _____

ACCEPTANCE OF NOTICE: Receipt of the above Notice of Award is hereby acknowledged by the Bidder this _____ day of _____, 20__.

By: _____

Name: _____

Title: _____

NOTICE TO PROCEED

To: _____

Date: _____

Project: _____

You are hereby notified to commence Work on the above referenced Project in accordance with the Contract dated _____, 20____, on or before _____, 20____, and you are to complete all of the Work within 90 consecutive calendar days thereafter. The date of completion of all Work is therefore _____, 20____.

Before you may start any Work at the site, the following items must be completed to the satisfaction of the Engineer:

(Owner)

By: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE to PROCEED is hereby acknowledged this _____ day of _____, 20____

BY: _____

Name: _____

Title: _____

GENERAL CONDITIONS

ARTICLE 1. CONTRACT AND CONTRACT DOCUMENTS

- 1.1 The plans, specifications and addenda, hereinafter enumerated in Paragraph 1 of the Supplementary General Conditions, shall form part of the Contract, and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth.
- 1.2 The Table of Contents, Titles, Headings, Running Headlines and Marginal Notes contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect, limit, or cast light on the interpretation of the provisions to which they refer.
- 1.3 The Contract Documents are intended to complement each other, and any item exhibited in one part of the Contract Documents shall be performed as if required in all parts of the Contract Documents. Contractor shall carefully review all portions of the Contract Documents and shall call the Owner's attention to any conflict, omission or ambiguity. Owner's decision as to the true meaning of a disputed or ambiguous term in the Contract Documents shall be final.

ARTICLE 2. DEFINITIONS

- 2.1 Whenever in the Contract Documents, the following terms are used, they shall have the meaning given here:
 - A. "Owner" shall mean the Allentown Parking Authority.
 - B. "Contractor" shall mean a person, firm or corporation with whom the Contract is made by the Owner, and primarily liable for the acceptable performance of the Work and for the payment of all debts pertaining to the Work.
 - C. "Engineer" shall mean that person, firm or organization designated by the Owner, acting directly or indirectly through authorized representatives.
 - D. "Inspector" shall mean that person, firm or organization and designated assistant representing the Engineer, who are authorized to inspect all materials, appurtenances, and equipment furnished for the Work, and report to the Engineer as to the progress of the Work and the manner in which it is being performed.
 - E. "Notice" shall mean a written notice.
 - F. "Plans" shall mean Contract Drawings which accompany the Specifications and show the Work to be constructed, such details and explanatory drawings as may be furnished from time to time during the progress of Work, and drawings furnished by the Contractor and approved by the Engineer.
 - G. "Subcontractor" shall mean any individual, firm or corporation who contracts with the Contractor to perform Work at or about the construction site, for or on behalf of the Contractor, in a manner other than or in addition to the furnishing of materials, plans and equipment or only labor for the project site. All references to Contractor in the Contract shall apply equally to Subcontractors of the prime Contractor also for the performance of Work at the site.
 - H. Whenever in these Contract Documents the words "directed", "required", "permitted", "ordered", "designated", "prescribed", or words of like meaning are used, it shall be understood that the direction, requirement, permission, order, designation or prescription of the Engineer is intended, and similarly the words of like import shall mean approved by, or acceptable to, or satisfactory to the Engineer, acting in his capacity as consultant and/or inspector for the Owner.

- I. "Work" shall mean all matters, services, and things, herein agreed to be furnished or done by or on the part of the Contractor, by employees of the Contractor and any Subcontractor.

ARTICLE 3. INTENT OF DOCUMENTS

- 3.1 The intention of the documents is to include all labor and materials, equipment and transportation necessary for the proper execution of the Work. The Engineer, after consultation with the Owner, shall make determinations as to the meaning or intent of any portion of the Specifications or Plans, and where the same may be found obscure or in dispute he shall have the right to correct any errors or omissions therein. All Work that may be called for in the Specifications and not shown on the Plans, or shown on the Plans and not called for in the Specifications, shall be executed and furnished by the Contractor as if described in both ways; and should any incidental Work or material be required which is not denoted in the Specifications or Plans, either directly or indirectly, but which is nevertheless necessary for the proper carrying out of the intent thereof, the Contractor is to understand the same to be implied and required and shall perform all such Work and furnish all such materials as fully as if they were particularly delineated or described, and without extra cost to the Owner. In case of any conflict or inconsistency between the provisions of the Specifications and the Plans, the Specifications shall govern.

ARTICLE 4. CONTRACT DOCUMENTS

- 4.1 The Contractor shall keep one (1) record copy of all Contract Documents at the site of the Work in good order and marked to show the progress of the Work and shall make same available to Engineer or his representative.
- 4.2 The Plans and Specifications are instruments of service; reproduction of them in whole or in part shall not be permitted without the consent of the Engineer. Copies of Plans and Specifications utilized during the construction period shall be returned to the Engineer on his request at the completion of the Work.

ARTICLE 5. OBLIGATIONS OF THE CONTRACTOR

- 5.1 The Contractor shall be deemed and considered an independent Contractor in respect to the Work covered by this Contract and shall assume all responsibility and expense for the Work, for risks and casualties of every description arising out of the nature of Work, the action of the elements, or unforeseen or unusual difficulties. The Contractor shall assume all liability for loss by reason of neglect or violation of Federal, State or Municipal Laws, ordinances or regulations, loss by fire, loss due to work necessary to conform to the laws, ordinances and regulations referred to and included in this Contract. In case any injury be done to any person, or to any public or private property by, or as a consequence of or during the progress of any operation under this Contract, or by any act or omission on the part of the Contractor or his agents or employees, the Contractor shall, at his own expense and cost, make good such damage, in such a manner as may be required. In case of failure on the Contractor's part to promptly make good such damages, the Owner shall have the right to deduct the cost of such work or expenses from any monies due or which may thereafter become due to the Contractor under this Contract; or to recover the same from the Contractor or his Surety.
- 5.2 The Contractor shall furnish all labor and materials, plant, power, tools and transportation necessary or proper for performing and completing the Work in the manner and within the time specified and shall do at his own expense everything mentioned as his duty under this contract and all incidental Work. The Contractor shall pay all fees for permits, all royalties and fees for products, or processes used, and all other incidental expenses, assume all risk, loss or damage arising out of the Work. The Contractor shall construct and complete the Work in accordance with this Contract, the plans and specifications and to the satisfaction of the Engineer. Any Work necessary to be performed after regular working hours, on Sunday or Holidays, shall be performed without additional expense to the Owner.
- 5.3 It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and location of the Work, conformation of the ground, the character of equipment and facilities needed preliminary to and during prosecution of the Work, the general and local conditions, and all other matters which can in any way affect the Work under this Contract. The Contractor agrees that the documents, plans and specifications involve no danger to person or property, if the Work be done without fault or negligence on their part. No verbal agreement or conversation with any officer, agent or employee of the Owner either before or after the execution of this Contract, shall affect or modify any of the terms or obligations contained herein.
- 5.4 The Contractor shall maintain an office, with adequate provisions for receiving and delivering messages, at all times, from start until the completion of the Work. Complete copies of Plans and Specifications shall be kept at such office at all times and individual copies of drawings shall be kept at locations where they apply when the Work has started.

- 5.5 The Contractor shall, at all times when the Work is in progress, keep a competent representative, construction superintendent or foreman (the "Superintendent") on the site who shall have full authority to receive and execute orders. It is understood that such a representative shall be acceptable to the Engineer. The Contractor's Superintendent shall not be changed except with the consent of the Engineer, unless the Superintendent proves to be unsatisfactory to the Contractor and/or his or her dismissal has been demanded by the Engineer.
- 5.6 The Contractor shall give the Work the constant attention necessary to facilitate the progress using the best skills and workmen. He shall cooperate with the Engineer and his inspector, with other Contractors authorized to perform Work adjacent to or within the physical limits of the Contract and with residents whose properties are within or adjacent to the Work areas.
- 5.7 The Contractor shall furnish, construct, and maintain whatever walkways, platforms, ladders, stairways and other facilities as may be necessary of usual and suitable character and adequate strength to provide properly for all operations of construction and inspection of Work under the Contract.
- 5.8 Equipment to be furnished shall be new, first-class or shall meet with the approval of the Owner or its duly authorized representative. All equipment shall conform to the requirements of these specifications and any equipment condemned by the Owner as not meeting these specifications shall at once be removed and replaced with acceptable equipment.

ARTICLE 6. ASSIGNING OR SUBLETTING

- 6.1 The Contractor shall, at all times and in all respects, be the party primarily responsible to the Owner for the performance of the Contract. The Contractor shall not sell, transfer, assign or otherwise dispose of his obligation to the Owner or any payment or payments which may accrue hereunder without prior written consent of the Owner.
- 6.2 Unless authorized by special written consent of the Owner to do otherwise, the Contractor shall perform with his own organization and with the assistance of workpersons under his immediate supervision, Work of a value of not less than sixty (60%) percent of the Total Bid Amount for the Contract. Specialty items may be performed by a subcontractor, subject to the requirements prescribed below, and the cost of any such specialty items so performed by subcontractor may be deducted from the Total Bid Price before computing the amount of Work to be performed by the Contractor with his own organization.
- 6.3 Requests for permission to subcontract any portion of the Contract shall be made to the Engineer in writing and be accompanied by proof that the organization, which will perform the Work, is particularly equipped and capable to perform such Work. These requests shall also define the Work to be performed by each proposed subcontractor and the total value of such sublet Work. Insurance shall be provided by the Contractor, on behalf of each subcontractor, to cover the sublet Work as specified in other sections of the Specifications, and the proof of such insurance furnished to the Owner together with above-mentioned requests.
- 6.4 Subcontractor's Work shall not begin until approval thereof has been secured from the Owner or his Duly Authorized Representative. It is understood, however, that any consent for the Subcontracting of any of the Work under the Contract in no way relieves the Contractor from his full obligations under the Contract. The Contractor shall be responsible for all acts or omissions of any Subcontractor or supplier and shall be liable for all damages caused by acts or omissions of any Subcontractor or supplier.
- 6.5 The consent to sublet any part of the Work, or obtain supplies, shall not be construed to be an approval of the said subcontract, supply contract, or any of its items, but shall operate only as an approval to make a subcontract or Supply contract between the Contractor and Subcontractor or supplier. The Subcontractor agrees, as a condition of entering into a subcontract on the Work, that he shall make no claims whatsoever against the Owner, the Engineer, or any duly Authorized Representative of either, for any Work performed or things done by reason of said subcontract, or for any other cause whatsoever that may arise by reason of the relationship created between the Contractor and Subcontractor by the Subcontract.
- 6.6 The provisions of this Contract as to performance by the Contractor shall apply to any Subcontractor, his officer, agents or employees in all respects as if he and they were employees of the Contractor and all the Work and materials furnished by the Subcontractor shall be subject to the provisions hereof as if furnished directly by the Contractor.

ARTICLE 7. MEMBERS AND AUTHORIZED REPRESENTATIVES OF THE OWNER NOT LIABLE

- 7.1 No claims of any type shall be made by the Contractor against any member, officer, agent or employee of the Owner or the Engineer by reason of this Contract or any of its provisions.

ARTICLE 8. CONDITIONS AT SITE NOT GUARANTEED

- 8.1 The Owner and the Engineer make no statements and give no guarantees as to the conditions which will be found at the site of Work.

ARTICLE 9. CONTRACTOR'S TITLE TO MATERIALS

- 9.1 No materials or supplies for the Work shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The Contractor warrants that he has good title to all materials and supplies used by him in the Work, free from all liens, claims, or encumbrances.

ARTICLE 10. INSPECTION AND TESTING OF MATERIALS

- 10.1 All materials and equipment used in the construction of the Work shall be subject to adequate inspection and testing in accordance with accepted standards. Materials of construction, particularly those upon which the strength and durability of the Work may depend, shall be subject to inspection and testing to establish conformance with the specifications and suitability for the uses intended.
- 10.2 The laboratory or inspection agency shall be selected by the Contractor and shall be subject to the approval of the Engineer. Three (3) copies of all certified laboratory test results shall be supplied to the Engineer. All expenses caused by the inspection of any material or equipment shall be borne by the Contractor. Satisfactory documentary evidence that material has passed the required inspection and testing must be furnished to the Engineer prior to its incorporation in the Work and rejected material must be promptly removed from the premises. The costs associated with all tests required for the Work, including but not limited to tests for poured-in-place concrete, asphalt compaction testing, backfill, compaction and testing of soil samples, shall be borne by the Contractor.
- 10.3 Mill inspection and test certificate for any materials and equipment used in the construction shall be submitted when such certificates are requested by the Engineer to establish conformance with the specifications. Any materials and equipment, which in the opinion of the Engineer is not suitable for the intended use, shall be subject to testing or retesting from the certified laboratory approved by the Engineer. All expenses caused by such inspection and testing of the materials and equipment shall be borne by the Contractor.

ARTICLE 11. "OR EQUAL" CLAUSE

- 11.1 Any reference to an item of equipment or material by a specific manufacturer's brand or trade name in these contract documents is intended merely as a standard. Products or material of other manufacturers, which in the opinion of the Engineer are the equal of that specified (considering quality, workmanship and economy of operation) and are suitable for the purpose intended, may be substituted upon receipt of written approval issued by the Engineer.
- 11.2 The Contractor shall not substitute an alternate manufacturer's product or materials without prior written approval of the Engineer.

ARTICLE 12. ROYALTIES AND PATENTS

- 12.1 The Contractor shall pay all royalties and license fees entailed by the use of any patented equipment, materials or methods of construction. He shall defend all suits and claims for infringement of any patent rights and shall hold the Owner harmless on account thereof, including all costs, counsel fees or any other expense to which the Owner may be put by reason of the Contractor's failure to defend such suit or suits.

ARTICLE 13. PERMITS, LICENSES AND CERTIFICATES

- 13.1 The Contractor shall procure and pay all expenses for licenses of a temporary nature necessary for the prosecution of the Work. Permits, licenses and easements for permanent structure or permanent changes in the existing facilities shall be obtained and paid for by the Owner, unless specified otherwise in the appropriate section of the Contract Documents. The Contractor shall give proper notice and shall comply with all federal, state and local laws, ordinances and rules bearing the conduct of Work during the performance of the Contract. If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations without written notice to the Engineer and Owner, the Contractor shall bear all costs arising therefrom.

ARTICLE 14. REPORTS, RECORDS AND DATA

- 14.1 The Contractor shall submit to the Engineer such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as the Engineer may request, concerning Work performed or to be performed under the Contract.

ARTICLE 15. ACCESS TO WORK

- 15.1 The Owner, the Engineer and his assistants, subordinates and all persons bearing the authorization of the Owner shall have access at any time to the Work and the premises used by the Contractor; or to any plant or place where materials are being made or stored for the Work.

ARTICLE 16. ENGINEER AND INSPECTORS

- 16.1 The Engineer or his representatives shall be onsite throughout the course of construction to inspect the Work performed. The inspector or such designated assistant shall observe the Work done at the site, the materials furnished and the progress of Work. The inspector shall report to the Engineer if the Work performed by the contractor fails to fulfill the requirements of the Contract, plans and specifications. The inspector shall call the attention of the Contractor to any such failures, deficiencies, and other infringements. Such inspection, however, shall not relieve the Contractor from any obligations to perform the Work in strict compliance with the requirements of the plans and specifications. In case of any dispute as to the materials furnished or the manner of performing the Work, or the progress of the Work, the inspector shall have the authority to suspend the Work until the question at issue can be referred to and be decided by the Engineer.
- 16.2 The inspector shall not be authorized to revoke, alter, relax or release any requirements of the plans and specifications, or to issue any instructions contrary to the plans and specifications. The inspector shall, in no case, act as a foreman or perform other duties for the Contractor, nor interfere with the management by the latter. Any advice, which he may give to the Contractor, shall, in no way, be considered as binding on the Engineer or on the Owner, in any way, nor shall such advice relieve the Contractor from the fulfillment of his obligations.

ARTICLE 17. AUTHORITY OF ENGINEER

- 17.1 The Engineer shall make all necessary interpretations as to the meaning of the Plans and Specification; shall give all orders and directions necessary for the prosecution of the Work within the scope of this Contract. The Engineer shall determine in all cases the quantity, quality, acceptability and fitness of several kinds of materials and Work which are to be paid for under this Contract and shall decide every technical question which may arise relative to the fulfillment of this Contract on the part of the Contractor.
- 17.2 The Engineer's estimates and decisions as to any questions pertaining to the Contract which may arise between the parties hereto shall be considered final, conclusive, and binding upon the Contractor, and compliance with such estimates and decisions shall be considered a condition precedent to the right of the Contractor to receive any money under this Contract.
- 17.3 The aforesaid authority of the Engineer shall not be interpreted as giving the Engineer the right to hire or fire employees of the Contractor, provided the performance of such employee does not adversely affect the quality of the Work performed in meeting the requirements of the plans and specifications of this Contract. The Engineer does reserve the right to determine whether the Work of this Contract has been performed in accordance with the plans and specifications of the Contract.
- 17.4 The Engineer or the inspector shall not be responsible for any safety precautions incident to the construction at or near the site of Work.
- 17.5 If the Engineer shall at any time be of the opinion that the Contractor is not progressing with the Work as necessary to ensure its completion within the specified time, is neglecting to remedy any imperfections or to repair damage to public or private property, continues to employ or reemploy negligent or careless persons, is conducting the Work in a manner disapproved by the Engineer, is failing to prosecute the Work in accordance with the provisions of the Specifications, stops or abandons the Work on any part of the construction without the written consent of the Engineer, or is otherwise violating any of the provisions of the Contract, then the Engineer may give the Contractor written notice of the specific deficiencies and order him to remedy the same.
- 17.6 If, after five (5) days from the date of such notice, the Contractor shall have failed to comply therewith, then the Engineer may suspend any or all the Work, or the Owner may withhold all the payments until the orders are carried out. The Owner, upon recommendation from the Engineer, will have the right to hire another contractor to complete the remaining Work. Any additional costs incurred in carrying out such Work shall be paid by the Contractor and his Surety.

ARTICLE 18. ACCIDENT PREVENTION

- 18.1 The Contractor shall perform all Work with due regard to the safety of persons and property. The Contractor shall take precautions at all times to prevent injury, or death of any and all persons at or near the site of the Work, or engaged in the performance of the Work, and to prevent damage to or loss or destruction of any property located at or near the site. Such precautions shall include, but shall not be limited to, all safeguards and warnings necessary to protect the potentially dangerous conditions at or near the Work, all measures necessary to protect the Work and persons against weather and other conditions, and the enforcement of reasonable safety regulations among all persons at site and compliance with any safety requirements imposed by any governmental authority having jurisdiction. The Contractor shall maintain an accurate record of all cases of death, occupational diseases, and injury requiring medical attention or causing loss of time from Work, arising out of and in the course of employment on Work under this Contract. The Contractor alone shall be responsible for the safety of the workers and materials; the efficiency and adequacy of his plant and appliances; the construction methods; and any damages, which may result from their failure or improper construction supervision, maintenance and operation.

- 18.2 The presence of the Engineer or his authorized representative at the site of the Work shall not be interpreted as supervising the Contractor's workers. The Engineer or the inspectors shall not be responsible for the safety precautions to prevent damage to or loss or destruction of any property incidental to the construction at or near the site of Work.
- 18.3 The Contractor, shall not store inherently dangerous materials such as, but not limited to, explosives and detonators of all types, powders, actuated pin drivers, flammable petroleum products, caustics and acids and other dangerous materials of all types at or near the site.
- 18.4 The storing, handling and use of explosives and highly inflammable materials shall conform to Federal, State and Local Regulations relating thereto. Whenever any blasting is necessary, it shall be done by a licensed blaster and strictly in accordance with the appropriate section of these Specifications. Proper means shall be used to avoid blasting damage to public and private properties. Flagmen shall be provided in order to warn and keep traffic from the danger area, and all persons within the danger area shall be warned and given time to withdraw.

ARTICLE 19. ACCIDENTS

- 19.1 The Contractor shall provide such equipment and facilities that are necessary or required for first aid service to anyone who may be injured in the progress of the Work. The Contractor shall have standing arrangements with local hospitals for the removal and hospital treatment of any employee who may be injured or who may become ill.
- 19.2 The Contractor shall keep records of all accidents in a bound book, including such records and data as may be required by the Department of Labor of the respective states in which the Work is being performed. He shall also make daily reports of all said accidents to the appropriate Insurance Companies.
- 19.3 The Contractor must properly report in writing to all proper Federal and State Authorities, and to the Engineer and the Owner, within forty-eight (48) hours of said occurrence, all accidents arising out of or in connection with the performance of the Work, whether on or adjacent to the site, which cause death, personal injury or property damages, giving full details and statement of witnesses. In addition, if death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone to the local police and to the Engineer.
- 19.4 If any third person or any subcontractor on account of an accident in connection with the Work makes any claim against the Contractor the Contractor shall promptly report the facts in writing to the Engineer and the Owner, giving full details of the claim.

ARTICLE 20. EMPLOYMENT OF WORKERS

- 20.1 The Contractor shall employ only competent and efficient laborers and first class mechanics or artisans for every kind of Work, and whenever any person is unfit to perform his or her task, or does the Work contrary to direction, or conducts himself or herself improperly, the Contractor must discharge such employee immediately and not employ him or her again on the Work.
- 20.2 With respect to all Work to be performed under this Contract, the parties to this Contract do hereby agree:
- A That in hiring of persons for the performance of Work under this Contract or any Subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this Contract, neither the Contractor nor any of the Subcontractors, nor any person acting on behalf of the Contractor or Subcontractor, shall by reason of race, creed, color, sex, national origin, or ancestry, discriminate against any person who is qualified and available to perform the Work to which the employment relates.
- B All workpersons employed by the Contractor or any Subcontractor at the site of Work under the Contract shall be paid the prevailing rate of wages for the Work as required under the special provisions of wage rates as applicable to the Contract.

ARTICLE 21. INDEMNITY

- 21.1 The Contractor agrees to indemnify, defend and hold harmless the Owner and the Engineer and their agents and employees, from all suits and claims for damages for loss or injury to person or property including attorney's fees arising during the performance of Work covered under this Contract, including all claims for Workmen's Compensation.
- 21.2 The Contractor shall include a rider in his Liability Insurance Policies, which shall provide for Contractual Liability covering the obligation to the Owner and the Engineer as provided in this Paragraph and the Hold Harmless Clause.

ARTICLE 22. CONTRACT SECURITY

- 22.1 Simultaneously with the execution and delivery of this Contract, the Contractor shall furnish a Performance Bond in an amount at least equal to One Hundred Percent (100%) of the Contract Price as security for the faithful performance of this Contract and also a Payment Bond in an amount not less than One Hundred Percent (100%) of the Contract Price as security for the payment of all persons performing labor on the project under this Contract and furnishing materials in connection with this contract.
- 22.2 In case any of the sureties upon the Bond shall become insolvent or unable, in the opinion of the Owner, to pay promptly the amount of such Bond to the extent to which the Surety might be liable, then the Contractor, within five (5) days after notice by the Owner to the Contractor, shall, by supplemental bond or otherwise, substitute another and sufficient Surety approved by the Owner in place of the Surety so insolvent or unable. If the Contractor shall fail within five (5) days or such further time, if any, as the Owner may grant to substitute another and sufficient Surety, then the Contractor shall, if the Owner so elects, be deemed to be in default in the performance of his obligation hereunder upon the said Bond, and the Owner, in addition to any and all other remedies, may terminate this Contract or may bring any proper suit or proceedings against the Contractor and the Sureties, or either of them, or may deduct from any monies then due as a collateral security for the performance of the condition of the Bond.

ARTICLE 23. CONTRACTOR INSURANCE REQUIREMENTS

23.1 General Insurance Requirements

- A The Contractor shall not commence Work until the Contractor has obtained at the Contractor's own expense all of the insurance as required hereunder and such insurance has been approved by the Owner nor shall the Contractor allow any Subcontractor to commence Work on any Subcontract until all insurance required of the Subcontractor has been so obtained and approved by the Contractor. Approval of insurance required of the Contractor will be granted only after submission to the Owner of original certificates of insurance signed by authorized representatives of the insurers or, at the Owner's request, certified copies of the required insurance policies.
- B Insurance as required hereunder shall be in force throughout the term of the Contract and for two (2) years after final acceptance of the Project by Owner. Original certificates signed by authorized representatives of the insurers or, at the Owner's request, certified copies of insurance policies, evidencing that the required insurance is in effect, shall be maintained with the Owner throughout the term of the Contract and for two (2) years after final acceptance of the Project by Owner.
- C The Contractor shall require all Subcontractors to maintain during the term of the Contract commercial general liability insurance, business auto liability insurance, and workers compensation and employers liability insurance to the same extent required of the Contractor unless any such requirement is expressly waived or amended by the Owner in writing. The Contractor shall furnish Subcontractors' certificates of insurance to the Owner immediately upon request.
- D All insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation, non-renewal or material reduction in coverage until thirty (30) days prior written notice has been given to the Owner. **Therefore, the phrases "endeavor to" and "... but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" are to be eliminated from the cancellation provision of standard ACORD certificates of insurance.**
- E No acceptance and/or approval of any insurance by the Owner shall be construed as relieving or excusing the Contractor or the Contractor's Surety from any liability or obligation imposed upon either or both of them by the provisions of this Contract.
- F If the Contractor does not meet the insurance requirements of this Contract, the Contractor shall forward a written request to the Owner for a waiver in writing of the insurance requirement(s) not met or approval in writing of alternate insurance coverage, self-insurance, or group self-insurance arrangements. If the Owner denies the request, the Contractor must comply with the insurance requirements as specified in this Contract.
- G All required insurance coverages must be underwritten by insurers allowed to do business in the Commonwealth of Pennsylvania and acceptable to the Owner. The insurers must also have a policyholders' rating of "A-" or better, and a financial size of "Class VII" or better in the latest evaluation by A. M. Best Company, unless Owner grants specific approval for an exception. The Owner hereby grants specific approval for the acquisition of workers compensation and employers liability insurance from the State Workers Insurance Fund of Pennsylvania.

- H Any deductibles or retentions in excess of \$10,000 shall be disclosed by the Contractor and are subject to Owner's written approval. Any deductible or retention amounts elected by the Contractor or imposed by the Contractor's insurer(s) shall be the sole responsibility of the Contractor.
- I Any and all return premiums and/or dividends for insurance or coverage directly charged to the Owner by the Contractor in connection with this Contract shall belong to and be payable to the Owner.
- J If the Owner is damaged by the failure or neglect of the Contractor to purchase and maintain insurance as described and required herein, without so notifying the Owner, then the Contractor shall bear all reasonable costs properly attributable thereto.
- K **Each insurance policy required by this contract, except for the Workers' Compensation policy, shall contain the following clauses:**
"The Authority and employees, agents, officials and volunteers are hereby added as additional insured as respects the operations and activities of this Contract."
- L Nothing herein contained shall be construed as limiting in any way the extent to which contractor may be held responsible for payments of damages to persons or property resulting from contractor's or its subcontractor(s) performance under this contract.
- M. The successful bidder shall require all subcontractors to maintain during the term of this contract all insurance coverages listed herein in the same manner as specified for the successful bidder.
- 23.2 Without limiting contractor's indemnification, it is agreed that contractor shall maintain in force at all times during the performance of this Contract, the following policies of insurance:

General Liability

Comprehensive General Liability

Premises & Operations	\$1,000,000 per Occurrence
Products & Completed Operations	Combined Single Limit
Contractual Liability	Occurrence Form
Personal Injury Liability	
Broad Form Property Damage	
Independent Contractors' Liability	

Excess Liability

\$5,000,000 per Occurrence
\$5,000,000 Aggregate

Automobile Liability

Comprehensive Automobile Liability	\$1,000,000 per Occurrence
Covering, as applicable, owned	Combined Single Limit
Non-owned, and hired automobiles,	Occurrence Form
Including contractual liability.	
Comprehensive Automobile Liability policies shall include Uninsured Motorists coverage.	

Automobile Physical Damage and or
Inland Marine (as appropriate)

Functional Replacement
Cost New

Workers' Compensation & Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	\$500,000 per Occurrence

- 23.3 The Contractor shall provide and maintain at the Contractor's own expense, until the completion and acceptance of the Contractor's Work under this Contract, the following additional forms of insurance in a company or companies satisfactory to the Owner.

- A Compensation Insurance: The Contractor shall take out and maintain during the life of this Contract, Workmen's Compensation Insurance for all of his employees employed at the site of the project and in case any Work is sublet, the Contractor shall require the Subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employee engaged in hazardous Work under this Contract, at the site of the project, is not protected under the Workmen's Compensation Statute, the Contractor shall provide and cause each Subcontractor to provide adequate insurance for the protection of these employees not otherwise protected.

- B Fire Insurance: The Contractor shall secure at the time herein required for the furnishing of the other insurance coverages, fire insurance policies in the name of the Owner, in amounts, form and companies satisfactory to the Owner upon such structures and materials as may be damaged by fire, which insurance shall be payable to the Owner for the benefit of the Contractor and/or the Owner, as the Engineer may find their interests to appear. This insurance coverage may be increased or reduced as the extent required varies during the progress of the Work.
- C Builder's Risk Insurance: The Contractor, during the progress of the Work and until completion of the entire contract and notification thereof to the Contractor by the Owner, shall maintain insurance on all Work included in the Contract against loss or damage by fire, lightning, wind, explosion and those perils covered by extended coverage endorsement and vandalism and malicious mischief endorsement on the completed value form, in the name of the Owner, the Contractor, and the Trustee, if any, of the bond issue of the Owner as their respective interests may appear in an amount equal to one hundred percent (100%) of the insurable value for each building or structure and materials and equipment included in this Contract as shall fully protect the interests of the Owner and the Contractor. The risk of damage to the construction Work due to the perils covered by said insurance, as well as any other hazards which might result in damage to the construction Work, is that of the Contractor and Surety, and no claims for such loss or damage shall be recognized by the Owner, nor will such loss or damage excuse the complete and satisfactory performance of the Contract by the Contractors.

ARTICLE 24. CONSTRUCTION SCHEDULE AND PERIODIC ESTIMATES

- 24.1 Within seven (7) days following execution and delivery of the Contract, the Contractor shall submit to the Engineer for approval a construction schedule showing the proposed dates of commencement and completion of each of the various subdivisions of the Work. The Contractor shall begin actual Work on the ground not later than ten (10) days of the "Notice to Proceed" issued, in writing, by the Owner. The construction schedule will show the weekly schedule of Work and the anticipated amount of each monthly payment that will become due to the contractor in accordance with the proposed schedule. After the commencement of the Work, the Contractor shall submit to the Engineer a daily work schedule on a weekly basis for the Work he intends to perform the following week. Contractor shall promptly notify the Engineer of any proposed changes in the schedule.
- 24.2 The Contractor shall also furnish on the forms to be supplied by Engineer:
 - A A detailed estimate giving a complete breakdown of the contract price for each subdivision of the Work, and
 - B Periodic itemized estimates of Work done for the purpose of making partial payments thereon. The costs employed in making up any of these schedules will be used only for determining the basis of partial payments and will not be considered as fixing a basis for additions to or deductions from the Contract Price.

ARTICLE 25. CONTRACT PAYMENTS

- 25.1 The Contractor hereby agrees to accept payment at the Unit Price Bid in the proposal for performing and completing the Work, for furnishing all labor, materials, equipment, transportation and all else necessary therefore, and all incidental expenses in connection therewith, for any loss by damage to or destruction of the Work as provided in the Contract, for any additional expenses on account of unforeseen difficulties encountered for settlement of claims, and for replacement of defective Work and materials for two (2) years after acceptance of the Work by the Owner.

ARTICLE 26. PARTIAL PAYMENTS TO CONTRACTOR

- 26.1 During the progress of the Work, except as herein stipulated, the Contractor will prepare and deliver to the Engineer's office payment requests not later than the Monday one (1) week prior to the regularly scheduled meeting. Payment requests shall itemize the amount and value of the Work completed and materials fully incorporated in the Work by the Contractor according to the terms of the Contract. Such request may at any time be withheld or reduced, if in the opinion of the Engineer, the Work is not proceeding in accordance with the Contract. Payment shall be made on the basis of duly certified and approved measurements of the Work performed up to the date of the request. After inspection and acceptance by the Engineer of the materials and/or Work, receipt of the successful bidder's invoice, and the approval of the invoice by the Engineer, payment shall be made to the Contractor within thirty (30) days.
- 26.2 Current payment requests will be reduced by ten (10%) percent of the value of the Work completed and shall be retained by Owner until Final Completion and acceptance of all the Work covered by this Contract.
- 26.3 Upon request by the Contractor, the Owner, at any time after fifty (50%) percent of the Work has been completed as determined based upon the Total Contract Price, may, if it finds that satisfactory progress is being

made, reduce the percentage retained on all subsequent progress payments to five (5%) of the value of the Work completed for the duration of the Contract except where otherwise authorized in this Contract.

- 26.4 In preparing payment requests, the materials delivered on the site and preparatory Work done may be taken into consideration. The amount allowed in connection with materials furnished but not incorporated in the Work shall in all cases be fifteen (15%) percent of the value of such materials. The value of materials shall be as determined by the Engineer, and such value will be included in the payment request only if the materials have been delivered to the site of Work, are properly stored and protected, have been inspected and approved, and if the Contractor has furnished the Owner with satisfactory releases of liens for said materials. The Contractor shall, as a prerequisite to such payment, take "All Risk Insurance" to cover the value of such material.
- 26.5 If it becomes evident, on the basis of the approved progress schedule or otherwise, that the completion date for the Work will not be met, the Owner reserves the right to retain ten (10%) percent of the value of the Work done throughout the entire contract period and to make additional retainage in the amount of the liquidated damages which have apparently accumulated. In addition, the Owner shall have the right to retain out of monies due to the Contractor any amounts claimed by the Owner to be due from the Contractor, to the extent that such amounts claimed exceed the regular retainage provided for herein.
- 26.6 The Contractor agrees that he will indemnify and hold the Owner harmless from all claims growing out of the lawful demands of subcontractors, laborers, workers, mechanics, material suppliers and furnishers of machinery and parts thereof, equipment, power tools, and all suppliers, including commissary, incurred in the performance of this Contract. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived. If the Contractor fails to do so, then the Owner may either pay unpaid bill, of which the Owner has written notice, direct Contractor to do same, or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged. Upon receiving satisfactory evidence from the Contractor, the Owner may resume further payment to the Contractor in accordance with the terms of this Contract. But, in no event shall the provisions of this subsection be construed to impose any obligations upon the Owner, the Engineer, or their authorized representatives. In paying any unpaid bills of the Contractor, the Owner shall be deemed the agent of the Contractor, and any payment so made by the Owner shall be considered as a payment made under the Contract by the Owner to the Contractor and the Owner shall not be liable to the Contractor for any such payments made in good faith.
- 26.7 When the Work is suspended as provided in the Contract, no payment will be made for Work done by the Contractor on suspended Work.
- 26.8 When the Work of the Contract is being satisfactorily carried to completion within the prescribed time, and is substantially completed, the Owner, at its sole discretion and being under no obligation to do so, may upon written request by the Contractor, reduce the retainage below the amounts set forth above.
- 26.9 For the purpose of assisting the Engineer in determining the value of the Work accomplished each month, the Contractor shall furnish the Engineer with detailed estimates of the several kinds of Work and materials entering into the various scheduled items of Work.

ARTICLE 27. CHANGES IN THE WORK

- 27.1 The Bidder understands that the quantities appearing in contract documents are approximate only and are prepared for the comparison of Bids. Bidder further understands and agrees that the quantities of any Work or Work items may be increased, decreased or eliminated entirely as provided in the Contract Documents, with payment to be adjusted accordingly as based upon the original unit prices for Work completed in accordance with the Contract Documents.
- 27.2 The Owner may make changes in the scope of the Work required to be performed by the Contractor under the Contract or make additions thereto, or omit 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 Contract unless it is expressly provided otherwise in writing by the Authority.
- 27.3 Except for the purpose of affording protection against endangering life or property, the Contractor shall make no changes 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 Authority authorizing the Contractor to proceed with the change. No claim for an adjustment of the Contract price will be valid unless so ordered.
- 27.4 Where applicable, when unit prices are contained in the Proposal, the Owner may order the Contractor to proceed with desired changes in the Work. The value of such changes are to be determined by the measured quantities involved and the applicable unit prices specified in the Contract Documents (established as a result of either a unit price bid or a supplemental Schedule of Values/Unit Prices), provided that in a case of a unit price contract, the net value of all changes does not increase or decrease the overall original total amount shown in the Contract by more than twenty-five (25%).

- 27.5 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, following which the procedure shall be as follows:
- a. If the proposal is acceptable, the Authority will prepare the change order in accordance therewith for acceptance by the Contractor and said sum shall be added to or deducted from the Contract Price, as the case may be. Where a change involves both the omission and addition of items of Work, such Work omitted shall be deducted from that added before any profit is computed. No allowance will be made for anticipated profits.
 - b. If the proposal is not acceptable, and prompt agreement between the two parties cannot be reached, the Authority may order the Contractor to proceed with the Work on a COST OF WORK basis.
- 27.6 Payment under COST OF WORK will be for the actual and necessary direct cost of the Work in accordance with the orders of the Engineer, and in addition thereto the percentage of such cost hereafter stated. "Actual and necessary direct cost" shall be deemed to include the following:
- a. The actual expenditure for labor for the time actually engaged in the Work, including the distributed cost of foreman in direct charge of such labor and insurance, taxes and other payments applicable to such labor.
 - b. The actual expenditure for materials used up or incorporated in the Work.
 - c. A reasonable hourly, weekly or monthly rental as applicable, as determined by the Engineer, for use of motor trucks and special equipment such as power-operated shovels, cranes, drills, paving breakers, etc. (but not including small hand tools), at a rate not to exceed the current local rate charged for the type of equipment used, for the time that such equipment is required on the Work for the performance of COST OF WORK EXCLUSIVELY. The rental price shall be for the equipment provided on the Work and shall include transportation to and from the Work, fuel, power, lubricants, operating tools, repairs, depreciation, replacements, and the sharpening of drills and other tools required to keep them in the best working condition.
- 27.7 To the actual and necessary direct cost of the Work done under COST OF WORK as noted above, fifteen (15) percent will be added to the expenditure for labor as set forth in sub-paragraph (1) above and then (10) percent will be added to the expenditure for materials. No additions will be allowed to the rental of trucks, and special equipment. These percentages, and the rental price for equipment furnished, shall be deemed to cover the cost of heat, light, use and upkeep of small hand tools, administration, engineering, superintendence, all loss, damage, risk, and expenses incidental to the Work and profit. The Contractor shall have no claim in excess of the above, such payments being in full compensation for the performance of such Work and the furnishing of such materials and for all expense in connection therewith and incidental thereto.
- 27.8 Should the Contractor sublet any portion of the Work to be executed under COST OF WORK payment for that portion will be computed as the actual and necessary direct cost as defined above, exclusive of any profit or any other gain to the subcontractor, plus the percentages allowed, plus five (5) percent of the total paid to the subcontractor.
- 27.9 The Contractor shall submit daily a statement in duplicate of Work done on a COST OF WORK basis within twenty-four hours of the time the Work is done, and representatives of the Engineer and the Contractor shall make daily comparison of the time and rates of labor, material used, etc., as given therein. After correction, if necessary, this comparison shall be signed by each and filed with the Engineer and the Contractor.
- 27.10 The Contractor shall submit to the Engineer monthly, prior to each current estimate, four copies of an itemized statement of the amount and value of labor and materials furnished, accompanied by the original receipted bills for commodities purchased or for Work performed under a subcontract, and by an affidavit certifying the correctness of the said statement. The Engineer shall have access to any books, vouchers, records, and memoranda showing the labor employed and the materials actually used on the specific operation and the actual net cost thereof.

ARTICLE 28. EXTRA WORK

- 28.1 Work and materials of a character for which no price is named in the Contract shall be considered as extra Work, which shall be done by the Contractor only upon written order signed by the Engineer, at a price to be previously agreed upon in writing by the Contractor and the Engineer and approved by the Owner.
- 28.2 The Contractor shall submit to the Engineer for review and approval a proposal for such extra Work. Such proposal should define the Scope of Work, and shall include the separate costs for labor, equipment and material required to complete the extra Work. Overhead and profit shall be negotiated at percentages that may vary according to the nature, extent and complexity of the extra Work involved.
- 28.3 No bill or claim for extra Work or materials shall be allowed or paid unless the doing of such Work or furnishing of such extra material shall have been authorized in writing, signed by the Engineer and approved in writing by the Owner. If the Contractor shall proceed with such extra Work after receiving the written authority, as hereinbefore provided, then such Work shall be controlled by all the terms and provisions of this Contract, subject to such prices as are agreed by the Contractor and Owner.

ARTICLE 29. FINAL PAYMENT

- 29.1 When all Work required under the Contract has been completed, and in the opinion of the Engineer is ready for final acceptance by the Owner, a final certificate of cost of the Work will be made by the Engineer, based on the actual As-Built quantities of authorized Work done under the Contract, adjusted for Contract Modifications, if any, at the unit price or prices stipulated therein.
- 29.2 Final payment including the withheld Retainage shall become payable thirty (30) days after the Engineer indicates to the Owner that the final certificate of cost is approved, provided, however that before such final payment is made, the following requirements shall be satisfied:
- A There shall be no outstanding claims against the Contractor filed with the Owner.
 - B The Contractor shall have paid all due obligations and shall have furnished when directed by the Owner or his duly Authorized Representative receipted bills or other satisfactory evidence that all obligations incurred by him and by his subcontractors, in carrying out the Work, have been satisfied.
 - C The Contractor shall execute and deliver to the Owner a Contractor's Release of Liens as provided herein.
- 29.3 The acceptance by the Contractor of his final payment under the foregoing circumstances shall operate to release the Owner, the Engineer and their employees and agents from all claims and liabilities to the Contractor for anything done, furnished or omitted to be done for or relating to the Work, or any act or neglect of the Owner or any person relating thereto.
- 29.4 The acceptance of the final payment by the Contractor shall not be considered as relieving the Contractor and his Surety from their indemnity obligations and guarantees of the Work after final payment as provided in these documents and specifications.

ARTICLE 30. GUARANTEE AND SERVICES AFTER FINAL PAYMENT

- 30.1 Neither the final certificate of payment nor any provisions in the Contract Documents, nor partial or entire occupancy of the premises by the Owner, shall constitute an acceptance of Work not done in accordance with the Contract Documents or relieve the Contractor of liability with respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the Work and pay for all costs for such repairs and any damage to other Work resulting from these defects, which shall appear within a period of two (2) years from the date of final acceptance of the Work unless a longer period is specified. The Owner will give notice of observed defects with reasonable promptness.
- 30.2 After the final payment to the Contractor, when repairs or replacements are required, the Owner or his authorized agents will notify the Contractor in writing, advising him of the extent of faulty materials or workmanship on the Contract. The Contractor, within seven (7) calendar days of the receipt of such notice, shall begin to perform the necessary corrective Work, and shall carry it through expeditiously until it is satisfactorily completed. If the Contractor delays to correct the Work beyond twelve (12) calendar days from the date of said notice, the Owner shall have the right to proceed to have the Work done and charge all such costs to the Contractor and his Surety on the Maintenance Bond.
- 30.3 Any damage that occurs to concrete work (including but not limited to sidewalks, curbs, aprons, depressed curb, etc.) during the maintenance period, including those related to any winter weather maintenance activities, shall be remedied by the contractor at the contractor's expense.
- 30.4 During the two (2) year maintenance period local property owners will be responsible for clearing snow and ice from their respective portions of sidewalks installed as part of the Contractor's work

ARTICLE 31. TIME OF COMPLETION AND LIQUIDATED DAMAGES

- 31.1 It is hereby understood and agreed, by and between the Contractor and the Owner, that the date of beginning and the time for completion as specified in the Contract for the Work are ESSENTIAL CONDITIONS of this Contract and that TIME IS OF THE ESSENCE. The Contractor will be required to begin Work on or before the date specified in "Notice to Proceed", issued in writing by the Owner, and shall complete all Work within the time(s) specified in the Contract Documents, unless the Completion time is extended as provided in the Contract. The Contractor shall so schedule the various phases of the Work such that it may be completed at the earliest possible date. It is understood and agreed by the Contractor that the time for the completion of the Work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic ranges and usual industrial conditions prevailing in this locality.
- 31.2 If the Work is not completed within the time(s) specified, the Contractor shall therefore pay to the Owner for each and every calendar day that the Contractor is in default in completing the Work or portions thereof, the sum specified in the Contract Documents as liquidated damages. The daily sums herein contracted to be paid by the Contractor for any default in the completion of the said Work or portions thereof are agreed upon not as penalties but as compensation for the liquidated damages which the Owner will suffer by reason of such

default, loss or use of property, interest on monies borrowed, increased administrative and other tangible and intangible losses.

ARTICLE 32. EXTENSION OF TIME

- 32.1 The Owner shall have the right, at its discretion, to extend the time for the completion of the Work beyond the time stated in the Contract (or as modified by any Contract thereto) and will grant such an extension upon completion of Work, if the Contractor shall be actually and necessarily delayed by reasons of any labor strike not caused, instituted or provoked by the Contractor or any subcontractor, agent, or representative of public authority or by suspension of Work by the Owner, or by any order, rule or regulations of any federal or state agency, or by any other cause deemed sufficient to the Owner. The extension of time shall be for the actual period of such delays. Such extension may not be allowed unless a claim therefore is presented in writing to the Engineer during the occurrence of the cause of the delay and within ten (10) days of the commencement thereof.
- 32.2 The Owner shall be fully empowered to deduct from the periodic payments and the final estimate of the amount due to the Contractor, the amount of any damages as elsewhere provided in the Contract Documents for each day that the Contractor shall be in default for the completion of the Work beyond the date to which the time of said completion shall have been extended by the Owner.

ARTICLE 33. OWNER'S RIGHT TO STOP THE WORK

- 33.1 If the contractor fails to correct defective Work or persistently fails to carry out the Work in accordance with the contract documents, the Owner or the Owner's authorized representative may order the contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

ARTICLE 34. ANNULMENT OF CONTRACT

- 34.1 If, in the event of a National or state-wide emergency, construction is stopped, either directly or indirectly, by any federal or state agency, or when the Owner deems it advisable in the interests of the Owner, the Owner may annul the Contract, without liability, on written notice to the Contractor.
- 34.2 If the Contractor is not in default at the time of annulment, payments will be made for all the Work duly completed under the terms and conditions of the Contract, except payments will be made in such amounts as the Owner may consider just and proper for such parts of the Work that are not fully completed and for expenditures in connection with the preparing for and moving equipment to and from the Work for which the Contractor is not otherwise compensated. It is understood and agreed, however that no payments shall be made for any claims for loss of anticipated profits.
- 34.3 When the Contract is annulled as above provided, the Contractor shall, if so required by the Owner, remove promptly any or all of his equipment and supplies from the site of Work or other property of the Owner, failing which the Owner may cause such equipment and supplies to be removed and stored at the expense of the Contractor.

ARTICLE 35. OWNER'S RIGHT TO TERMINATE

- 35.1 If the Contractor fails to begin Work under the Contract within the prescribed time; or if the Work to be done under this Contract be abandoned by the Contractor; or the performance of the Contract is unnecessarily, unreasonably, or negligently delayed by the Contractor; or if the Contractor is violating any of the conditions or covenants of this Contract or the Specifications; or is not executing the Work in good faith; or evades the orders of the Engineer authorized herein or if the Work be not completed within the time named in this Contract or within the extended time as herein elsewhere provided; or if the Contractor shall become insolvent or be declared bankrupt or commit any act of bankruptcy or insolvency, the Owner may give notice in writing to the Contractor and his Surety of such delay, neglect or default, specifying the same and if the Contractor and his Surety shall not proceed to cure such defects within a period of fifteen (15) days after such notice, then the Owner shall have full power and authority to:

- A Declare the Contractor in default, and the Owner may thereupon notify the Contractor, by written notice to discontinue all Work or any part thereof under this Contract and thereupon the Contractor shall discontinue the Work or such part thereof, and the Owner shall have the right to take over the Work and prosecute the same to completion by Contractor for the account and at the expense of the Contract and the Contractor and his Surety shall be liable to the Owner for any excess cost occasioned to the Owner thereby, and in such event the Owner may take possession of and utilize in completing the Work, such materials, labor, appliances, and plant as may be on the site of the Work and necessary therefore. The expenses so charged may be deducted and paid by the Owner out of such monies as may be due or may at any time thereafter grow due to the Contractor under and by virtue of this Contract. The Contractor and the Surety shall also pay the Owner the amount of any claim for which the Owner may be liable for injury to persons or property occurring on the account of any Work done by the Contractor under this Contract, whether by reason of the negligence, fault, or default of the Contractor or otherwise, and shall also pay to Owner any other expenses which the Owner may incur or be liable for, by reason of any neglect, fault or default of the Contractor; and

- B The Owner may also proceed as it shall deem proper upon the bonds or other security in its possession; and
- C The Owner may also bring any suit or proceedings for specific performance or for injunction or to recover damage or to obtain any other relief or for any other purpose under this Contract.

ARTICLE 36. ASSIGNMENTS

- 36.1 The Contractor shall not assign the whole or any part of this Contract or any monies due or to become due hereunder as a result of this Contract, without the prior written approval of the Owner or his Duly Authorized Representative. In case the Contractor assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that "it is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior claims of all persons, firms and corporations of services rendered or materials supplied for the performance of the Work called for in this Contract."

ARTICLE 37. MUTUAL RESPONSIBILITY OF CONTRACTORS

- 37.1 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 agrees to settle with such other Contractor or Subcontractor by agreement or arbitration if such other Contractor or Subcontractor will so settle. If such other Contractor or Subcontractor shall assert any claim against the Owner on account of any damage alleged to have been sustained, the Owner shall notify the Contractor, who shall indemnify and hold harmless the Owner against any such claim.

ARTICLE 38. CONFLICTING CONDITIONS

- 38.1 Any provisions in these General Conditions that may be inconsistent with such provisions stipulated in the Supplementary General Conditions and Construction Specifications shall be void to the extent of such conflict or inconsistency.

ARTICLE 39. RIGHT-OF-WAY AND STORAGE SPACE

- 39.1 The Owner shall provide the land or easements and rights-of-way as required, upon which the Work is to be done and materials are to be stored, with the right of access thereto. The Contractor shall confine his operations to those areas designated for his use and the Contractor shall be solely liable for any claims or damages resulting from deviation from such areas as provided.

ARTICLE 40. USE OF PREMISES AND CLEAN-UP

- 40.1 The Contractor expressly agrees to undertake at his own expense:
 - A To take every precaution against injuries to persons or damage to property.
 - B To store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the Work as will not unduly interfere with the progress of his Work or access by residents to those areas surrounding the site of the Work.
 - C To place upon the Work or any part thereof only such loads as are consistent with the safety of the portion of the Work.
 - D To clean up frequently all refuse, rubbish, scrap materials and debris caused by his operations, such that at all times the site of the Work shall present a neat, orderly and workmanlike in appearance.
 - E Before final payment to remove all surplus material, false-work, temporary structures, including foundations thereof, plants of any description and debris of every nature resulting from his operations, and to put the site in a neat, orderly condition.
 - F To effect all cutting, fitting or patching of his Work required to make the same to conform to the Plans and Specifications and, except with the consent of the Engineer, not to cut or otherwise alter the Work of any surrounding Contractor.
- 40.2 When materials, supplies, etc., have been delivered to the site of the Work which do not comply with the specifications and have not been approved, Contractor shall, upon notification, immediately remove from the premises any such condemned materials, supplies, etc., and shall replace them with materials, supplies, etc., in full accordance with the specifications.

ARTICLE 41. PAYROLLS AND BASIC RECORDS

- 41.1 Contractor shall maintain payrolls and basic records relating thereto for all laborers and mechanics working at the site of the Work during the course of the Work and shall preserve same for a minimum period of three (3) years thereafter.
- 41.2 The Contractor will submit weekly, two (2) copies of all payrolls to the Owner. The copies shall be accompanied by a statement signed by the Contractor indicating that the payroll are correct and complete, that the wage rates contained therein are not less than those determined by the Secretary of Labor and that the classifications set forth for each laborer or mechanic conform with the Work he performed. The Prime Contractor shall be responsible for the submission of copies of payrolls of all of the subcontractors.
- 41.3 The Contractor must provide proof that federal, state and local taxes and all statutorily required payments made for or on behalf of employees are currently satisfied and must provide adequate assurances that such payments will be made for the duration of the contract.

ARTICLE 42. REIMBURSEMENT FOR INSPECTION SERVICES

- 42.1 It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that the date of beginning and the time for completion as specified in the Contract of the Work to be done hereunder, are ESSENTIAL CONDITIONS to this Contract and that TIME IS OF THE ESSENCE.
- 42.2 The Contractor agrees that said Work shall be prosecuted regularly, diligently, and uninterruptedly at such a rate of progress as will insure full completion thereof within the specified time of a total of ninety (90) consecutive calendar days.
- 42.3 If Contractor shall fail to complete the Work within the time herein specified, then the Contractor does hereby agree, as a part consideration for the awarding of this Contract, to pay to the Owner the amount or Five Hundred (\$500.00) Dollars for each and every working day, as a reimbursement for the "Inspection Services" of the Engineer, until the completion of Work. These amounts are in addition to the amounts set forth of the liquidated damages in the Contract Documents.
- 42.4 Such reimbursement shall not be applicable for the time required for completing any Extra Work ordered under the Contract or the suspension of the Work at the request of the Owner.

ARTICLE 43. REFERENCE TO STANDARDS

- 43.1 Whenever reference is made to conformity with or to the standards of any technical society, organization, or body, in the installation or the furnishing of materials it shall be construed to mean the latest standard, code, specification, or tentative specification adopted and published at the date of advertisement for bids, even though reference has been made to an earlier standard.
- 43.2 Reference to a technical society, organization, or body, may be made in the Specifications by abbreviation in accordance with the following list:

A.C.I.	for American Concrete Institute
A.G.A.	for American Gas Association
A.I.E.E.	for American Institute of Electrical Engineers
A.I.S.C.	for American Institute of Steel Construction
A.S.A	for American Standards Institute
A.S.C.E.	for American Society of Civil Engineers
A.S.T.M.	for American Society of Testing Materials
A.S.M.E.	for American Society of Mechanical Engineers
A.W.W.A.	for American Water Works Association
C.I.P.R.A.	for Cast Iron Pipe Research Association
Fed. Spec.	for Federal Specification
A.A.S.H.T.O.	for American Association of State Highway Transportation Officials
N.E.M.A.	for National Electrical Manufacturers Association
A.W.P.A.	for American Wood Preservers Association
A.W.S.C.	for American Welding Society Code
PaDEP	for Pennsylvania Department of Environmental Protection

LCCD for Lehigh County Conservation District
PennDOT for Pennsylvania Department of Transportation

43.3 When reference is not made to a code, standard, or specification, the Standard Specifications of the A.S.T.M. shall govern.

ARTICLE 44. STANDBY PERSONNEL

44.1 If Contractor is obligated to employ standby personnel by any trade agreement to which it is a party, it shall determine and include all such costs thereof in its Bid Proposal. No Contractor shall, at any time, make a claim to the Owner for costs relating to standby maintenance or standby supervision for electric motor-driven or other equipment. The Owner will not, under any condition, entertain or consider a claim in this regard unless such claim is made as a result of the Owner's unreasonable refusal to accept beneficial occupancy of the completed Project.

ARTICLE 45. CONSTRUCTION ACCESS ROUTES

45.1 The Contractor shall be responsible for providing and maintaining unobstructed traffic lanes on the designated construction access route(s) either shown on the contract drawings or reasonably required so as to perform the Work and shall provide and maintain all reasonably required safety devices. The Contractor shall provide any necessary additional materials, their grading and compactions, and shall remove snow and debris as necessary to provide and maintain the general serviceable condition of the access roadbed, as well as pedestrian ways.

ARTICLE 46. OWNER'S RIGHT TO PERFORM WORK

46.1 The Owner may, and reserves the right to, enter upon the premises at any and all times during the progress of the Work, or cause others to do so, for the purpose of installing any apparatus or carrying on any construction not included in these specifications or for any other reasonable purpose.

ARTICLE 47. UNCOVERING OF WORK

47.1 If any portion of the Work is covered prior to inspection by the Owner or the Engineer, especially Work specifically required by the Contract Documents to be inspected, it shall be uncovered for observation. Uncovering and the subsequent replacement of covering shall be at the Contractor's expense. The Contractor is obligated to advise the Engineer, by a minimum of two (2) business days written notice, of all Work scheduled to be covered which is reasonably subject to prior inspection before actual covering.

47.2 If any portion of the Work not specifically required to be inspected has been covered, which the Owner or the Engineer did not request to observe prior to being covered a request may subsequently be made to inspect such Work, and it shall be uncovered by the Contractor. If such Work is found to be in accordance with the contract documents, the cost of uncovering and replacement shall, by appropriate change order, be reimbursed by the Owner. If such Work is found not to be in accordance with the Contract Documents, the Contractor shall pay all associated costs, unless it is found that this condition was caused by the Owner, in which event the Owner shall be responsible for the payment of such costs.

ARTICLE 48. CORRECTION OF WORK

48.1 The Contractor shall promptly correct all Work rejected by the Owner or the Engineer as defective or failing to conform to the Contract Documents, whether observed before or after final acceptance and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected Work, including the Engineer's additional services, if any.

48.2 The Contractor shall immediately, or as soon as is practicable, remove from the site all portions of the Work which are defective or non-conforming and which have not been corrected, unless removal is waived by the Owner.

48.3 If the Contractor fails to correct defective or non-conforming Work in a timely manner, the Owner may make arrangements for such correction by others and charge the cost of so doing to the responsible Contractor and/or its Sureties.

48.4 The Contractor shall be responsible for the cost of making good any and all Work destroyed or damaged by such correction or removal.

48.5 Nothing contained herein shall be construed to establish a period of limitation, with respect to any other obligation, which the Contractor might have under the Contract Documents.

SUPPLEMENTARY GENERAL CONDITIONS

ARTICLE 1. CONSTRUCTION CONTRACT AND CONTRACT DOCUMENTS:

1.1 As set forth in Article 1 of the General Conditions, "Construction Contract and Contract Documents", the following Plans, Specifications, Addenda, General Conditions, Supplementary General Conditions, Special Conditions, Forms of Proposal, Forms of Bonds, Appendix and other documents are made part of this Contract,

1. PROJECT PLANS

No plans are available of the existing building. Site survey plans are available upon request.

2. TECHNICAL SPECIFICATIONS

SECTION	TITLE
Division 1	
01011	SUMMARY OF WORK
01040	COORDINATION
01050	FIELD ENGINEERING
01200	PROJECT MEETINGS
01300	SUBMITTALS
01600	MATERIALS AND EQUIPMENT
01631	SUBSTITUTIONS
01700	CONTRACT CLOSEOUT
Work Items	
1	MOBILIZATION
2	EROSION AND SEDIMENTATION CONTROLS
3	TOTAL DEMOLITION OF BUILDINGS
4	CEMENT CONCRETE SIDEWALK
5	MAINTENANCE AND PROTECTION OF TRAFFIC

1.2 ADDENDA

NO. _____, DATE _____.

NO. _____, DATE _____.

NO. _____, DATE _____.

1.3 STATED ALLOWANCES

The Contractor shall include the following cash allowances in his proposal:

A. For _____ None _____ Page _____, \$ _____

B. For _____ None _____ Page _____, \$ _____

C. For _____ None _____ Page _____, \$ _____

5. CONTINGENCY

The Contractor shall include the specified contingency in his bid for the additional work only at the direction of the Engineer and the approval of the Owner.

6. SCOPE OF WORK

The Scope of Work under these projects will be as per Section 1 of the Construction Contract.

The Technical Specifications, Bid and Contract Documents found herein relate to the above stated items of work and other related work to be performed under the contract.

The bidders on this contract shall visit the site of work and be aware of the site conditions, limits of work and other information so that the Contractor has the knowledge of the full extent of the project. In an effort to maintain access to the public roads and utilities without undue interruptions, the Contractor will have to comply with the construction procedures outlined in these specifications.

6. OPERATIONAL PROCEDURES

The operational procedures shall be optional with the Contractor as long as:

- A. These do not infringe on their approved work schedule.
- B. All roads are accessible to traffic.
- C. The utilities are kept in operation in a satisfactory manner.
- D. All construction operations are carried out in a workmanlike manner.

The procedures shall provide for timely disconnection of utilities services and reconnecting them in service where applicable at no additional cost to the Owner. If any utility becomes broken in the prosecution of the work, the Contractor shall immediately give notices to the proper authorities and shall be responsible for any damages to person or property caused by such operation. Failure to give prompt notice to the Utility Companies and to the Owner shall make the Contractor responsible for any needless interruptions of such services.

8. CONTRACT PLANS AND SPECIFICATIONS

A. Plans and Specifications Furnished to Contractor

After the Contract has been executed, the Contractor will be furnished four (4) sets of the Contract Plans and Specifications, free of cost. At the request of the Contractor, additional copies of the Plans and/or Specifications will be furnished to the Contractor at the cost of reproduction.

The Contractor shall furnish each of his sub-contractors, manufacturers and suppliers such copies of the Contract Plans as are required for the work.

B. Drawings to be Furnished by Contractors

The Contractor shall furnish the Engineer with drawings for materials and equipment, which are to be incorporated into permanent construction and any other drawings, which are not furnished by the Engineer. Such drawings, as required, shall become the property of the Owner.

The Contractor shall provide the Engineer representing the Authority with information and drawings showing the arrangement and location of temporary structures for approval.

The Contractor shall furnish shop drawings for all materials, which are to be incorporated into permanent construction. Such shop drawings shall be submitted to the Engineer representing the Authority for approval, as required.

C. Contractors to Check Plans and Data

The Contractor is required to check all dimensions and quantities on the Plans or schedules received from the Engineer and shall notify the Engineer of all errors, omissions, conflicts and discrepancies found therein which may be discovered by examining and checking the Plans. The Contractor will not be allowed to take advantage of any error or omission in these Specifications, nor in the Plans or Schedules, as full instructions will be furnished by the Engineer should such errors or omissions be discovered, and the Contractor shall carry out such instructions as if originally specified. Contract Specifications shall, in general, govern in preference to Contract Drawings. Figures marked on the Plans shall be followed in preference to scale measurements. Large-scale drawings shall, in general, govern small-scale drawings. In all cases where dimensions are

governed by conditions already established, the Contractor shall depend entirely on measurements taken, scaled and figured dimensions to the contrary notwithstanding, except no deviation from the specified dimensions will be allowed unless authorized by the Engineer.

A pre-construction Video must be taken by the contractor and submitted to the Owner and engineer prior to the start of work. The pre-construction video shall be utilized to ensure disturbed areas are restored to their original pre-construction conditions.

D. Approval of Shop Drawings

The approval of drawings submitted by the Contractor shall not constitute a waiver of any of the requirements of this Contract, nor shall the Owner be compelled to accept any structure, equipment or apparatus unless it passes all the tests and requirements of these Specifications. The approval of drawings shall be general, and shall not relieve the Contractor of responsibility for the accuracy of such drawings, nor for the proper fitting and construction of the work.

Checking of shop drawings is only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. The Contractor is responsible for dimensions to be confirmed and correlated at the job site, for information that pertains solely to the fabrication process or to techniques of construction and for the coordination of the work of all trades.

The procedure in seeking approval of drawings being submitted by the Contractor shall be as follows:

1. The Contractor shall submit four (4) prints of the drawings to the Engineer for his approval. The drawings shall be accompanied by a letter of transmittal, in duplicate, containing the name of the project, the name of the Contractor, the number of drawings, titles and other requirements. Unless otherwise specified, such drawings shall be submitted at least fourteen (14) calendar days before they are required for fabrication of the material by the Contractor or supplier. This time requirement may be reduced only by the written authorization of the Engineer.
2. When a drawing is satisfactory to the Engineer, it will be stamped "Approved", be dated and signed, and two (2) copies thereof will be returned to the Contractor by letter. If the Contractor requires additional copies for distribution to his subcontractors, he shall insert the date of approval on the tracing and promptly furnish the Engineer with the additional number of prints for the approval of the Engineer.
3. When a drawing is generally satisfactory to the Engineer, but requires correction of minor detail, the Engineer will note thereon the corrections required, stamp the drawing "Approved as Corrected", and return two (2) copies to the Contractor. The Contractor shall thereupon make the corrections indicated and promptly furnish the Engineer with two (2) additional prints of the approved drawings.
4. Should a drawing be unsatisfactory to the Engineer, he will stamp thereon "Revise and Resubmit" and will return two (2) copies thereof to the Contractor with the portions to be revised indicated. The Contractor shall make the necessary revisions and again submit prints of the corrected drawings, in quadruplicate, for approval.
5. Should a drawing be submitted including equipment or materials which are unsatisfactory to the Engineer or which do not conform to the Plans and Specifications, the Engineer will note thereon the unsatisfactory portions, stamp the drawing "Not Approved" and return two (2) copies to the Contractor. The Contractor shall make such revisions as are required, and again submit four (4) prints of the corrected drawings for approval.

The Contractor shall revise and resubmit the drawings as required by the Engineer, until approval thereof is obtained.

Shop drawings shall not be submitted to the Engineer piecemeal; each submission of shop drawings shall be sufficiently complete to permit adequate checking. In general, all drawings relating to a specific piece of equipment, or to a specific phase of construction, shall be incorporated into one (1) shop drawing submission. Shop drawing submissions, which do not conform to the above requirements, will be rejected.

9. SUB-SURFACE CONDITIONS

Before making any excavation or borings of their own, the bidders must obtain permission from the Owner. The bidders should also check with the Owner and with all Utilities about privately-owned structures that may interfere with his work. The bidder shall notify the Owners of such structures or Utility Companies of his intention to conduct the sub-surface investigation at least forty-eight (48) hours in advance of commencing such work.

Prior to construction, the contractor is responsible to perform a PA One-Call and the contractor is responsible for determining the location of all underground utilities.

10. REGULATIONS OF THE PA HUMAN RELATIONS COMMISSION

A. Nondiscrimination Provision

The Contractor agrees that he will comply with the provisions of the Pennsylvania Human Relations Act in providing equal employment opportunities in connection with all work performed by him at the job site pursuant to this Contract. The Contractor therefore agrees:

1. The Contractor will not discriminate nor permit discrimination by his agents, servants, or employees against any employee or applicant for employment with regard to hiring, tenure of employment, promotion, terms, conditions or privileges of employment at the job site covered by the contract, because of race, color, religion, age, or national origin, and will take such affirmative action as is hereinafter set forth to prevent same.
 - a) The Contractor will, in all publications or advertisements for employees to work at the job site covered by this Contract, placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, age or national origin.
 - b) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contractor understanding, a notice to be provided by the Pennsylvania human Relations Commission, advising the said labor union or worker's representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to his employees and applicants for employment.
2.
 - a) The Contractor shall supply the contracting agency of the state with a periodic report, called a "Compliance Report, relating to work performed at the job site under this Contract as may be required by the Pennsylvania Human Relations Commission. The Commission shall at all times have access to the employment records of said Contractor for purposes of investigation to ascertain compliance with the Commission, relating to discrimination.
 - b) Compliance by the Contractor with Subsection (1), (2) and (3) of this Paragraph shall discharge the Contractor from any liability hereunder, relating to the non-discriminatory provisions of this Agreement.

B. The Liability of Subcontractor

The Subcontractor of the Contractor under Paragraph A 3(b) above shall have the same responsibilities and obligations as the Contractor to comply with the provisions of Paragraph A-1, 2 and 3, hereof, and shall be subject to the applicable penalties for failure to comply as hereinafter set forth in Paragraph C.

C. Penalties for Failure to Comply

1. It is hereby agreed that the failure to comply with the foregoing requirements shall constitute a substantial breach of this Contract.
2. In the event the Pennsylvania Human Relations Commission, after investigation and hearing, shall determine that the Contractor or Subcontractor, as the case may be, has failed to comply with any of the provisions of Paragraph A1, A2 and A3, hereof, the Commission in addition to issuing any order it deems appropriate pursuant to Section 9 of the Pennsylvania Human Relations Act shall certify such findings to the contracting agency of the State, with a recommendation for termination of the Contract or Subcontract, as the case may be, or with a recommendation that such Contractor or Subcontractor, as the case may be, be declared ineligible for any further public works contracts or subcontracts for a period of not more than two (2) years from the date of such recommendation.

3. Should the Owner adopt the recommendation to terminate the Contract, written notice of this fact shall be given to the Contractor by registered mail addressed to the Contractor's registered office in Pennsylvania, in which event all obligations on the part of the contracting agency to perform their Contract shall cease, save only the obligation to pay the Contractor the sums due, including any retained amounts, for all articles delivered or work done, or for all articles or equipment for which the Contractor may be liable, to the date of such termination.
 4. Should the Owner adopt the recommendation to direct the Contractor to terminate a subcontract entered into by the Contractor under this Contract, written notice of this fact shall be given to the Contractor to terminate such subcontract pursuant to said written notice.
 5. Should the Owner adopt the recommendation to declare the Contractor or Subcontractor, as the case may be, ineligible for further public works contracts or subcontracts, written notice of this fact and of the duration of such period of ineligibility shall be given to the Contractor or Subcontractor by registered mail addressed to the Contractor's or Subcontractor's registered office in Pennsylvania.
- D. From any order of the Pennsylvania Human Relations Commission, the Contractor or Subcontractor, as the case may be, shall have a right of appeal as in other cases provided by law, and the contracting agency of the State shall not act upon the recommendation of the Commission specified in Paragraph C2 above until the Contractor or Subcontractor has exhausted the right of appeal provided by law, or the time for such appeal shall have expired.

11. JOB SITE MEETINGS

Job site meetings will be scheduled by the Engineer to discuss the progress of work. Such meetings shall be held at the location and time convenient to the Owner, the Engineer and the Contractor. The Contractor shall attend each and every meeting or be represented by a person who can speak for and make decisions for the Contractor. This provision shall, in no way, limit the Engineer and the Owner from meeting with any Subcontractor or their representatives either singularly or jointly, at any time to discuss any or all items of the work of mutual interest during the course of the project.

12. LINES AND GRADES

A. Construction Survey

All the work under this Contract shall be constructed according to lines, grades and elevations shown on the Contract Plans, or as given by the Engineer.

The construction survey shall consist of establishing the proposed limits of grading and any control points necessary for construction. The Contractor shall check any proposed alignments and notify the Engineer of any discrepancies.

The Contractor shall furnish to the Engineer free of charge, all the materials and instruments and such other assistance as he may require in checking the layout of the work.

The Contractor shall be responsible for maintaining at his own expense, the preservation of stakes, benchmarks or survey monuments, unless authorized by the Engineer to remove them. Should any stakes or monuments be disturbed, the cost of replacing them will be paid by the Contractor and such cost will be deducted from the periodic estimates. The Contractor shall bear the entire expense of rectifying work improperly installed due to not maintaining or protecting the established stakes, benchmarks or lines and grades.

13. TEMPORARY SERVICES

- A. The Contractor shall, at his own expense, provide services such as light, power, water, sanitary toilets, heating, first aid and other temporary facilities as required for the proper prosecution and the inspection of the work.
- B. Sanitary Regulations and Provisions

The Contractor shall prohibit and prevent the committing of nuisances on the site of the work, or on adjoining property, and shall discharge any employee who violates this rule.

The Contractor shall provide and maintain an adequate number of temporary prefabricated chemical type toilets with proper enclosures for use of workers of all trades during construction. Toilets are to be removed within 24 hours when no longer required.

Keep toilets clean and supplied with toilet paper at all times. Comply with all local and state health requirements and sanitary regulations.

C. First Aid

Each Contractor shall furnish and keep upon the site, at each location where work is in progress, a completely equipped first aid kit and shall provide ready access thereto at all times.

14. HOURS OF WORK

The work shall progress every workday during the week and continuously week-by-week until the job is complete, except for weekends, holidays and such other days as weather or working conditions make work impractical in the opinion of the Engineer.

Unless specifically permitted by the Engineer, work shall be done between the hours of 8:00 am and 5:30 pm prevailing time Monday through Friday and between the hours of 9:00 am and 4:00 pm on Saturdays. No work shall be performed on Sundays. Additional work after 5:30 p.m. and earlier than 8:00 a.m. shall not be permitted without the written approval of the Engineer.

The Engineer reserves the right to place further restriction on work hours as needed.

15. FINAL INSPECTION

The Contractor shall make a written request to the Engineer for a date of final inspection of the project. The inspection date shall not be earlier than ten (10) days after the date of such request by the Contractor. The work will be deemed complete, if, upon such inspection, the Engineer determines that no further work remains to be done according to the provisions of the Contract.

In no case will the estimate for the Contractor's final payment be processed until the Contractor has complied with all the requirements of the Contract Documents and the Engineer is satisfied that the work has been properly and satisfactorily completed.

16. MAINTENANCE BOND

The Contractor will furnish the Owner a bond, with corporate surety to be approved by the Owner, said bond to be conditioned upon the repairs and reconstruction of all included work under this contract, when such repairs and reconstruction shall be specified as necessary by reason of faulty construction or materials, by the Owner, said bond to be furnished at the time of final inspection and acceptance of the work performed under this contract, the obligation of said bond to be in full force and effect for a period of **Two (2) years** from the date the Owner accepts the work, said bond to be an amount of not less than fifteen percent (15%) of the amount of the contract, and said bond to be in a form approved by the Owner's Attorney.

17. NOTIFICATIONS

The Contractor shall notify the following local organizations at least one week prior to the start of work and provide them a proposed activity location schedule:

Allentown Police Departments
Allentown Fire Departments
Allentown School District
Allentown Communication Manager
Allentown Building Standards and Safety
PennDOT District 5-0 Press Office

Notification of homes to remove vehicles shall be the responsibility of the Contractor. The Contractor shall be responsible to place door hangers at all residences at least 72 hours prior to the start of any work. These notices must be pre-approved by the Owner. If the project is delayed due to weather conditions of other reason, the Contractor shall repost the streets and place new door hangers. The door hanger shall explain when the street will be closed, a brief description of the work, the Contractor's name, and telephone number. Ample time to relocate cars must be given. Appropriate road signage shall be provided warning vehicles and pedestrians that paving work is under way.

SECTION 01011 – SUMMARY OF WORK

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Project Description
- B. Project Location
- C. Contractor's Use of Premises
- D. Work Sequence
- E. Special Requirements

1.2 PROJECT DESCRIPTION

This project consists of the following

- a. Disconnection of ALL utilities from the existing building
- b. Removal of all Asbestos identified in the Asbestos Identification Survey Report
- c. Removal of the existing water and sewer services from the existing building to the mains
- d. Demolish the existing buildings
- e. Refinishing of the Party Walls
- f. Fill the existing basement area

1.3 PROJECT LOCATION

- A. This project is located at 530-544 N. 7TH Street, Allentown, PA 18102.

1.4 CONTRACTOR'S USE OF PREMISES

- A. Confine construction equipment, the storage of materials and equipment, and operations of workmen to within the public rights-of-way. The Contractor is prohibited from storing any non-rubber tire equipment outside of the project limits.
- B. Assume full responsibility for materials stored on site (including materials for which the Owner has made payment). The contractor shall be responsible to remove all material from the area and clean the area upon completion of the project, to the satisfaction of the Owner and Engineer.
- C. The Contractor shall limit his use of the premises to the Work indicated so as to allow for Owner occupancy and use by the public.

- 1 Contractor is responsible to keep existing driveways and business entrances serving the various work sites clear and available to the individual property owners and the contracting agency and its employees at all times. Do not use these areas for parking or storage of materials. **Contacto shall contact affected business owners to coordinate business access during construction.**
- 2 Do not unreasonably encumber the site with materials or equipment. Confine stockpiling of materials and location of storage sheds to the areas designated by the Owner. If additional storage is necessary, obtain and pay for such storage off site.

1.5 WORK SEQUENCE

- A. Submit with initial progress schedule required by Section 1 "Submittals", a detailed step-by-step Work sequence which will achieve compliance with the requirements of Section 1.
- B. Sequence construction operations to:
 - 1 Minimize disruption of Owner's operations within the existing facilities.
 - 2 Minimize inconvenience to businesses, public facilities, and residences located adjacent to the Project to satisfactorily conduct the testing indicated without delaying the Work.
 - 3 Minimize disruption of traffic and maintain continuous traffic flow through the Work area to the maximum extent practicable.
 - 4 Maintain continuous access to the Project site for the Owner and the general public.
 - 5 Maintain continuous utility company services to facilities within the project site.

1.6 SPECIAL REQUIREMENTS

- A. If the nature of the construction work requires temporary disruption, relocation, of modification of utility services to businesses, public facilities, or residences adjacent to the Project, provide temporary services by methods approved by the utility company and the Engineer. Cost of such temporary services is considered to be included in the Bid price(s) and no additional compensation will be allowed. If the contractor's operations result in extended (in excess of one hour) interruption of service, the Owner or Engineer may direct the utility company to correct such interruptions and the utility company's cost will be charged to the Contractor.
- B. In the event that utility relocations or modifications, including elevation adjustments for manholes or utility valves, are required during the Work, make arrangements with the affected utility company to perform such relocations or modifications. Cost of such utility relocations or modifications is considered part of the Bid price(s) and no extra compensation will be allowed.

PART 2 – PRODUCTS (NOT APPLICABLE)

PART 3 – EXECUTION (NOT APPLICABLE)

END OF SECTION 01011

SECTION 01040 - COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes contractor's administrative and supervisory requirements necessary for coordinating construction operations including, but not necessarily limited to, the following:

1. General project coordination procedures,
2. Conservation,
3. Coordination Drawings,
4. Administrative and supervisory personnel,
5. Cleaning and protection.

B. Related Sections: The following Sections contain Contractor's requirements that relate to this Section:

1. Division 1 Section "Field Engineering" specifies procedures for field engineering services, including establishment of benchmarks and control points.
2. Division 1 Section "Project Meetings" for progress meetings, coordination meetings, and preinstallation conferences.
3. Division 1 Section "Submittals" for preparing and submitting the Contractor's Construction Schedule.
4. Division 1 Section "Materials and Equipment" for coordinating general installation.
5. Division 1 Section "Contract Closeout" for coordinating contract closeout.

1.3 COORDINATION

A. Contractor shall coordinate construction operations included in various Sections of these Specifications to assure efficient and orderly installation of each part of the Work. Coordinate construction operations included under different Sections that depend on each other for proper installation, connection, and operation.

1. Schedule construction operations in the sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.

2. Coordinate installation of different components to assure maximum accessibility for required maintenance, service, and repair.
 3. Make provisions to accommodate items scheduled for later installation.
- B. When necessary, and as directed by the Engineer, Contractor shall prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and attendance at meetings.
1. Prepare similar memoranda for the Owner and separate contractors where coordination of their work is required.
- C. Administrative Procedures: Contractor shall coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and assure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
1. Preparation of schedules,
 2. Installation and removal of temporary facilities,
 3. Delivery and processing of submittals,
 4. Progress meetings,
 5. Project closeout activities.
- D. Conservation: Contractor shall coordinate construction operations to assure that operations are carried out with consideration given to conservation of energy, water, and materials.
1. Salvage materials and equipment involved in performance of, but not actually incorporated in, the Work.

1.4 SUBMITTALS

- A. Staff Names: Within 15 days of commencement of construction operations, submit a list of the Contractor's principal staff assignments, including the superintendent and other personnel in attendance at the Project Site. Identify individuals and their duties and responsibilities. List their addresses and telephone numbers.
1. Post copies of the list in the Project meeting room, the temporary field office, and each temporary telephone. Provide a copy of the list to the Owner and Engineer.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 GENERAL COORDINATION PROVISIONS

- A. Inspection of Conditions: Contractor shall require the Installer of each major component to inspect both the substrate and conditions under which Work is to be performed. Do not proceed until unsatisfactory conditions have been corrected in an acceptable manner.
- B. Contractor shall coordinate temporary enclosures with required inspections and tests to minimize the necessity of uncovering completed construction for that purpose.

3.2 CLEANING AND PROTECTION – Contractor shall:

- A. Clean and protect construction in progress and adjoining materials in place, during handling and installation. Apply protective covering where required to assure protection from damage or deterioration at Substantial Completion.
- B. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period.
- C. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period. Where applicable, such exposures include, but are not limited to, the following:
 - 1. Excessive static or dynamic loading,
 - 2. Excessive internal or external pressures,
 - 3. Excessively high or low temperatures,
 - 4. Thermal shock,
 - 5. Excessively high or low humidity,
 - 6. Air contamination or pollution,
 - 7. Water or ice,
 - 8. Solvents,
 - 9. Chemicals,
 - 10. Light,
 - 11. Radiation,
 - 12. Puncture,
 - 13. Abrasion,
 - 14. Heavy traffic,
 - 15. Soiling, staining, and corrosion,
 - 16. Bacteria,

17. Rodent and insect infestation,
18. Combustion,
19. Electrical current,
20. High-speed operation,
21. Improper lubrication,
22. Unusual wear or other misuse,
23. Contact between incompatible materials,
24. Destructive testing,
25. Misalignment,
26. Excessive weathering,
27. Unprotected storage,
28. Improper shipping or handling,
29. Theft, 30. Vandalism.

END OF SECTION 01040

SECTION 01050 - FIELD ENGINEERING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. General: This Section specifies Contractor's administrative and procedural requirements for field-engineering services including, but not limited to, the following:
 - 1. Land survey work.
 - 2. Civil-engineering services.
 - 3. **Damage surveys – a preconstruction video of the existing site physical features including, but not limited to, roadways, structures, curbing, utility mark-out locations, existing road striping, aprons, driveways, trees/landscaping, etc. shall all be videotaped, and two copies of the video shall be given to the Engineer for approval prior to shop drawing approval.**
- B. Related Sections: The following Sections contain requirements that relate to this Section:
 - 1. Division 1 Section "Coordination" for procedures for coordinating field engineering with other construction activities.

1.3 QUALITY ASSURANCE

- A. Surveyor Qualifications: Engage a land surveyor registered in the state where the Project is located, to perform required land-surveying services. Contractor's Surveyor shall provide construction stakeout in accordance with the layout drawing included in the contract drawings. PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

1.1 EXAMINATION

Existing Utilities and Equipment: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate by performing the required PA one-call of underground utilities and other construction.

1.2 PERFORMANCE

- A. Work from lines and levels established by the layout survey. Establish benchmarks and markers to set lines and levels as needed to locate each element of the Project. Calculate and measure required dimensions within indicated or recognized tolerances. Do not scale Drawings to determine dimensions.

1. Advise entities engaged in construction activities of marked lines and levels provided for their use.
 2. As construction proceeds, check every major element for line, level, and plumb.
- B. Surveyor's Log: Maintain a surveyor's log of control and other survey work. Make this log available for reference.
1. Record deviations from required lines and levels and advise the Engineer when deviations that exceed indicated or recognized tolerances are detected. On Project Record Drawings, record deviations that are accepted and not corrected.
 2. On completion of major site improvements, and other work requiring field-engineering services, prepare a certified survey showing dimensions, locations, angles, and elevations of construction and sitework.
- C. Site Improvements: Locate site improvements, including, if applicable, pavements, storm, sanitary and water castings / structures, sidewalk ramps.
- D. Existing Utilities: Contractor shall furnish information necessary to adjust, move, or relocate existing structures, utility poles, lines, services, or other appurtenances located in or affected by construction. Coordinate with utility companies having jurisdiction.

END OF SECTION 01050

SECTION 01200 - PROJECT MEETINGS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section specifies Contractor's administrative and procedural requirements for project meetings, including, but not limited to, the following:
 - 1. Preconstruction meeting
 - 2. Progress meetings,
 - 3. Coordination meetings.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
 - 1. Division 1 Section "Coordination" for procedures for coordinating project meetings with other construction activities.
 - 2. Division 1 Section "Submittals" for submitting the Contractor's Construction Schedule.

1.3 PRECONSTRUCTION MEETING

- A. Schedule a preconstruction meeting with the Engineer before starting construction, at a time convenient to the Owner and the Engineer, but no later than 15 days after execution of the Agreement. Hold the conference at the Project Site or another convenient location. Conduct the meeting to review responsibilities and personnel assignments.
- B. Attendees: Authorized representatives of the Owner, Engineer, and their consultants; the Contractor and its superintendent; major subcontractors; manufacturers; suppliers; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with the Project and authorized to conclude matters relating to the Work.
- C. Agenda: Discuss items of significance that could affect progress, including the following:
 - 1. Tentative construction schedule,
 - 2. Critical work sequencing,
 - 3. Designation of responsible personnel including collection of emergency telephone numbers,
 - 4. Procedures for processing field decisions and Change Orders,

5. Procedures for processing Applications for Payment,
6. Distribution of Contract Documents,
7. Submittal of Shop Drawings, Product Data, Samples and Asphalt Density Testing
8. Preparation of record documents,
9. Use of the premises,
10. Parking availability,
11. Office, work, and storage areas,
12. Equipment deliveries and priorities,
13. Safety procedures,
14. First aid,
15. Security,
16. Housekeeping,
17. Working hours.

1.4 PROGRESS MEETINGS

- A. Conduct progress meetings at the location designated by the Engineer **at a minimum of once a week** at a time convenient to the Owner and Engineer. Weekly meetings may be waived at the sole discretion of the Engineer. Coordinate the scheduling of meeting dates with the Owner and the Engineer. Coordinate dates of meetings with preparation and submission of payment requests.
- B. Attendees: In addition to representatives of the Owner and the Engineer, each subcontractor, supplier, or other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with the Project and authorized to conclude matters relating to the Work.
- C. Agenda: Review and correct or approve minutes of the previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to the status of the Project.
 1. Contractor's Construction Schedule: Review progress since the last meeting. Determine where each activity is in relation to the Contractor's Construction Schedule, whether on time or ahead or behind schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.

2. Review the present and future needs of each entity present, including the following:
 - a. Interface requirements,
 - b. Time,
 - c. Sequences,
 - d. Status of submittals,
 - e. Deliveries,
 - f. Off-site fabrication problems,
 - g. Access,
 - h. Site utilization,
 - i. Temporary facilities and services,
 - j. Hours of work,
 - k. Hazards and risks,
 - l. Housekeeping,
 - m. Quality and work standards,
 - n. Change Orders,
 - o. Documentation of information for payment requests.
- D. Reporting: No later than 3 days after each meeting, the Contractor shall distribute minutes of the meeting to each party present and to parties who should have been present. Include a summary, in narrative form, of progress since the previous meeting and report.
 1. Schedule Updating: The Contractor shall revise the Contractor's Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue the revised schedule concurrently with the report of each meeting.

1.5 COORDINATION MEETINGS

- A. Conduct project coordination meetings at regular intervals convenient for all parties involved. Project coordination meetings are in addition to specific meetings held for other purposes, such as regular progress meetings and special preinstallation meetings.
- B. Request representation at each meeting by every party currently involved in coordination or planning for the construction activities involved.
- C. Record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01200

SECTION 01300 - SUBMITTALS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes Contractor's administrative and procedural requirements for submittals required for performance of the Work, including the following:
 - 1. Contractor's construction schedule,
 - 2. Submittal schedule,
 - 3. Product Data,
 - 4. Quality assurance submittals.
- B. Administrative Submittals: Refer to other Division 1 Sections and other Contract Documents for requirements for administrative submittals. Such submittals include, but are not limited to, the following.
 - 1. Applications for Payment,
 - 2. Performance and payment bonds,
 - 3. Insurance certificates,
 - 4. List of subcontractors.
- C. Related Sections: The following Sections contain requirements that relate to this Section:
 - 1. Division 1 Section "Coordination" specifies requirements governing preparation and submittal of required Coordination Drawings.
 - 2. Division 1 Section "Project Meetings" specifies requirements for submittal and distribution of meeting and conference minutes.

1.3 DEFINITIONS

- A. Coordination Drawings show the relationship and integration of different construction elements that require careful coordination during fabrication or installation to fit in the space provided or to function as intended.
 - 1. Preparation of Coordination Drawings is specified in Division 1 Section "Coordination" and may include components previously shown in detail on Shop Drawings or Product Data.

1.4 SUBMITTAL PROCEDURES

- A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.
 - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 - 2. Coordinate transmittal of different types of submittals for related elements of the Work so processing will not be delayed by the need to review submittals concurrently for coordination.
 - a. The Engineer reserves the right to withhold action on a submittal requiring coordination with other submittals until all related submittals are received.
 - 3. Processing: To avoid the need to delay installation as a result of the time required to process submittals, allow sufficient time for submittal review, including time for resubmittals.
 - a. Allow two (2) weeks for initial review. Allow additional time if the Engineer must delay processing to permit coordination with subsequent submittals.
 - b. If an intermediate submittal is necessary, process the same as the initial submittal.
 - c. Allow two (2) weeks for reprocessing each submittal.
 - d. No extension of Contract Time will be authorized because of failure to transmit submittals to the Engineer sufficiently in advance of the Work to permit processing.
- B. Submittal Preparation: Place a permanent label or title block on each submittal for identification. Indicate the name of the entity that prepared each submittal on the label or title block.
 - 1. Provide a space approximately 4 by 5 inches on the label or beside the title block on Shop Drawings to record the Engineer's review and approval markings and the action taken.
 - 2. Include the following information on the label for processing and recording action taken.
 - a. Project name,
 - b. Date,
 - c. Name and address of the Engineer,
 - d. Name and address of the Contractor,

- e. Name and address of the subcontractor,
 - f. Name and address of the supplier,
 - g. Name of the manufacturer,
 - h. Number and title of appropriate Specification Section,
 - i. Drawing number and detail references, as appropriate.
- C. Submittal Transmittal: Package each submittal appropriately for transmittal and handling. Transmit each submittal from the Contractor to the Engineer using a transmittal form. The Engineer will not accept submittals received from sources other than the Contractor.
- 1. On the transmittal, record relevant information and requests for data. On the form, or separate sheet, record deviations from Contract Document requirements, including variations and limitations. Include Contractor's certification that information complies with Contract Document requirements.

1.5 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Bar-Chart Schedule: Prepare a fully developed, horizontal bar-chart-type, contractor's construction schedule. Submit within 10 days of Notice of Award and before the date established for "Commencement of the Work." Scheduling software programs will be acceptable to prepare the schedule.
- 1. Provide a separate time bar for each significant construction activity. Provide a continuous vertical line to identify the first working day of each week. Use the same breakdown of units of the Work as indicated in the "Schedule of Values."
 - 2. Secure time commitments for performing critical elements of the Work from parties involved. Coordinate each element on the schedule with other construction activities; include minor elements involved in the sequence of the Work. Show each activity in proper sequence. Indicate graphically the sequences necessary for completion of related portions of the Work.
 - 3. Coordinate the Contractor's Construction Schedule with the Schedule of Values, list of subcontracts, Submittal Schedule, progress reports, payment requests, and other schedules.
 - 4. Indicate completion in advance of the date established for Substantial Completion. Indicate Substantial Completion on the schedule to allow time for the Engineer's procedures necessary for certification of Substantial Completion.
- B. Phasing: On the schedule, show how requirements for phased completion to permit Work by separate Contractors and partial occupancy by the Owner affect the sequence of Work.

- C. Work Stages: Indicate important stages of construction for each major portion of the Work, including submittal review, testing, and installation.
- D. Area Separations: Provide a separate time bar to identify each major construction area for each major portion of the Work. Indicate where each element in an area must be sequenced or integrated with other activities.
- E. Schedule Updating: Revise the schedule after each meeting, event, or activity where revisions have been recognized or made. Issue the updated schedule concurrently with the report of each meeting.

1.6 SUBMITTAL SCHEDULE

- A. After development and acceptance of the Contractor's Construction Schedule, prepare a complete schedule of submittals. Submit the Submittal Schedule concurrent with the Contractor's Construction Schedule.
 - 1. Coordinate Submittal Schedule with the list of subcontracts, Schedule of Values, and the list of products as well as the Contractor's Construction Schedule.
 - 2. Prepare the schedule in chronological order. Provide the following information:
 - a. Scheduled date for the first submittal,
 - b. Related Section number,
 - c. Submittal category (Shop Drawings, Product Data, or Samples),
 - d. Name of the subcontractor,
 - e. Description of the part of the Work covered,
 - f. Scheduled date for resubmittal,
 - g. Scheduled date for the Engineer's final release or approval.
- B. Distribution: Following response to the initial submittal, print and distribute copies to the Engineer, Owner, subcontractors, and other parties required to comply with submittal dates indicated. Post copies in the Project meeting room and field office.
 - 1. When revisions are made, distribute to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in construction activities.

- C. Schedule Updating: Revise the schedule after each meeting or activity where revisions have been recognized or made. Issue the updated schedule concurrently with the report of each meeting.

1.7 DAILY CONSTRUCTION REPORTS

- A. Owner will prepare a daily construction report recording the following information concerning events at the site, and submit duplicate copies to the Engineer at weekly intervals:
 - 1. List of subcontractors at the site,
 - 2. Approximate count of personnel at the site,
 - 3. High and low temperatures, general weather conditions,
 - 4. Accidents and unusual events,
 - 5. Meetings and significant decisions,
 - 6. Stoppages, delays, shortages, and losses,
 - 7. Emergency procedures,
 - 8. Orders and requests of governing authorities,
 - 9. Change Orders received, implemented,
 - 10. Substantial Completion authorized.

1.8 PRODUCT DATA

- A. Contractor shall collect Product Data into a single submittal for each element of construction or system. Product Data includes printed information, such as manufacturer's installation instructions, catalog cuts, standard color charts, roughing-in diagrams and templates, standard wiring diagrams, and performance curves.
 - 1. Mark each copy to show applicable choices and options. Where printed Product Data includes information on several products that are not required, mark copies to indicate the applicable information. Include the following information:
 - a. Manufacturer's printed recommendations,
 - b. Compliance with trade association standards,
 - c. Compliance with recognized testing agency standards,
 - d. Application of testing agency labels and seals,
 - e. Notation of dimensions verified by field measurement,
 - f. Notation of coordination requirements.
 - 2. Do not submit Product Data until compliance with requirements of the Contract Documents has been confirmed.

3. Preliminary Submittal: Submit a preliminary single copy of Product Data where selection of options is required.
4. Submittals: Submit 2 copies of each required submittal; submit 4 copies where required for maintenance manuals. The Engineer will retain one and will return the other marked with action taken and corrections or modifications required.
 - a. Unless noncompliance with Contract Document provisions is observed, the submittal may serve as the final submittal.
5. Distribution: Furnish copies of final submittal to installers, subcontractors, suppliers, manufacturers, fabricators, and others required for performance of construction activities. Show distribution on transmittal forms.
 - a. Do not proceed with installation until a copy of Product Data is in the Installer's possession.
 - b. Do not permit use of unmarked copies of Product Data in connection with construction.

1.9 QUALITY ASSURANCE SUBMITTALS

- A. Submit quality-control submittals, including design data, certifications, manufacturer's instructions, manufacturer's field reports, and other quality-control submittals as required under other Sections of the Specifications.
- B. Certifications: Where other Sections of the Specifications require certification that a product, material, or installation complies with specified requirements, submit a notarized certification from the manufacturer certifying compliance with specified requirements.
 1. Signature: Certification shall be signed by an officer of the manufacturer or other individual authorized to sign documents on behalf of the company.
- C. Inspection and Test Reports: Requirements for submittal of inspection and test reports from independent testing agencies as specified.

1.10 ENGINEER'S ACTION

- A. Except for submittals for the record or information, where action and return is required, the Engineer will review each submittal, mark to indicate action taken, and return promptly.
 1. Compliance with specified characteristics is the Contractor's responsibility.

2. Action Stamp: The Engineer will stamp each submittal with a uniform, action stamp. The Engineer will mark the stamp appropriately to indicate the action taken.

B. Unsolicited Submittals: The Engineer will return unsolicited submittals to the sender without action.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01300

SECTION 01600 - MATERIALS AND EQUIPMENT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.
- B. **All paving shall be performed by a PennDOT certified installer. Proof of the same must be submitted prior to any paving work being performed. All paving materials shall be supplied by a PENNDOT approved asphalt plant and stone quarry. However, no slagbased materials will be accepted. Submittals shall show certification of PennDOT approval. Asphalt mixes and stone gradation curve as well as an ASTM D-1557 modified proctor curve for the stone shall be submitted for approval prior to initiating construction.**
- C. This Section includes administrative and procedural requirements governing the Contractor's selection of products for use in the Project.
- D. Related Sections: The following Sections contain requirements that relate to this Section:
 - 1. Division 1 Section "Reference Standards and Definitions" specifies the applicability of industry standards to products specified.
 - 2. Division 1 Section "Submittals" specifies requirements for submittal of the Contractor's Construction Schedule and the Submittal Schedule.
 - 3. Division 1 Section "Substitutions" specifies administrative procedures for handling requests for substitutions made after award of the Contract.
- E. All products and materials utilized in this project shall conform to current PennDOT standards, **except no slag materials shall be allowed**

1.2 DEFINITIONS

- A. Definitions used in this Article are not intended to change the meaning of other terms used in the Contract Documents, such as "specialties", "systems", "structure", "finishes", "accessories", and similar terms. Such terms are self-explanatory and have well-recognized meanings in the construction industry.
 - 1. "Products" are items purchased for incorporation in the Work, whether purchased for the Project or taken from previously purchased stock. The term "product" includes the terms "material", "equipment", "system", and terms of similar intent.
 - a. "Named Products" are items identified by the manufacturer's product name, including make or model number or other designation, shown or listed in the

manufacturer's published product literature, that is current as of the date of the Contract Documents.

- b. "Foreign Products," as distinguished from "domestic products," are items substantially manufactured (50 percent or more of value) outside the United States and its possessions. Products produced or supplied by entities substantially owned (more than 50 percent) by persons who are not citizens of, nor living within, the United States and its possessions are also considered to be foreign products.
2. "Materials" are products substantially shaped, cut, worked, mixed, finished, refined or otherwise fabricated, processed, or installed to form a part of the Work.
3. "Equipment" is a product with operational parts, whether motorized or manually operated, that requires service connections, such as wiring or piping.

1.3 SUBMITTALS

- A. Product List: Prepare a list showing products specified in tabular form acceptable to the Engineer. Include generic names of products required. Include the manufacturer's name and proprietary product names for each item listed.
 1. Coordinate product list with the Contractor's Construction Schedule (prepared in tabular form showing each product listed) and the Schedule of Submittals.
 2. Form: Prepare product list with information on each item tabulated under the following column headings:
 - a. Related Specification Section number,
 - b. Generic name used in Contract Documents,
 - c. Proprietary name, model number, and similar designations,
 - d. Manufacturer's name and address,
 - e. Supplier's name and address,
 - f. Installer's name and address,
 - g. Projected delivery date or time span of delivery period.
 3. Initial Submittal: Within 30 days after date of commencement of the Work, submit 3 copies of an initial product list. Provide a written explanation for omissions of data and for known variations from Contract requirements.

- a. At the Contractor's option, the initial submittal may be limited to product selections and designations that must be established early in the Contract period.
4. Completed List: Within 60 days after date of commencement of the Work, submit 3 copies of the completed product list. Provide a written explanation for omissions of data and for known variations from Contract requirements.
5. Engineer's Action: The Engineer will respond in writing to Contractor within 2 weeks of receipt of the completed product list. No response within this period constitutes no objection to listed manufacturers or products but does not constitute a waiver of the requirement that products comply with Contract Documents. The Engineer's response will include a list of unacceptable product selections, containing a brief explanation of reasons for this action.

1.4 QUALITY ASSURANCE

- A. Source Limitations: To the fullest extent possible, provide products of the same kind from a single source.
 1. When specified products are available only from sources that do not, or cannot, produce a quantity adequate to complete project requirements in a timely manner, consult with the Engineer to determine the most important product qualities before proceeding. Qualities may include attributes, such as visual appearance, strength, durability, or compatibility. When a determination has been made, select products from sources producing products that possess these qualities, to the fullest extent possible.
- B. Compatibility of Options: When the Contractor is given the option of selecting between 2 or more products for use on the Project, the product selected shall be compatible with products previously selected, even if previously selected products were also options.
- C. Foreign Product Limitations: Except under one or more of the following conditions, provide domestic products, not foreign products, for inclusion in the Work:
 1. No available domestic product complies with the Contract Documents.
 2. Domestic products that comply with the Contract Documents are available only at prices or terms substantially higher than foreign products that comply with the Contract Documents.

1.5 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products according to the manufacturer's recommendations, using means and methods that will prevent damage, deterioration, and loss, including theft.
 - 1. Schedule delivery to eliminate on site storage to prevent overcrowding of construction spaces.
 - 2. Coordinate delivery with installation time to assure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
 - 3. Deliver products to the site in an undamaged condition.
 - 4. Inspect products upon delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.
 - 5. Store products at the site in a manner that will facilitate inspection and measurement of quantity or counting of units.
 - 6. Store heavy materials away from the Project site at a location approved by the landowner in a manner that will not endanger the health safety or welfare of the Authority or its residents.
 - 7. Store products subject to damage by the elements above ground, under cover in a weathertight enclosure, with ventilation adequate to prevent condensation. Maintain temperature and humidity within range required by manufacturer's instructions.

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION

- A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise indicated, new at the time of installation.
- B. Product Selection Procedures: The Contract Documents and governing regulations govern product selection. Procedures governing product selection include the following:
 - 1. Nonproprietary Specifications: When Specifications list products or manufacturers that are available and may be incorporated in the Work, but do not restrict the Contractor to use of these products only, the Contractor may propose any available product that complies with Contract requirements. Comply with Contract Document provisions concerning "substitutions" to obtain approval for use of an unnamed product.
 - 2. Descriptive Specification Requirements: Where Specifications describe a product or assembly, listing exact characteristics required, with or without use of a brand or trade name, provide

- a product or assembly that provides the characteristics and otherwise complies with Contract requirements.
2. Performance Specification Requirements: Where Specifications require compliance with performance requirements, provide products that comply with these requirements and are recommended by the manufacturer for the application indicated.
 - a. Manufacturer's recommendations may be contained in published product literature or by the manufacturer's certification of performance.
 3. Compliance with Standards, Codes, and Regulations: Where Specifications only require compliance with an imposed code, standard, or regulation, select a product that complies with the standards, codes, or regulations specified.
 4. Visual Matching: Where Specifications require matching an established Sample, the Engineer's decision will be final on whether a proposed product matches satisfactorily.
 - a. Where no product available within the specified category matches satisfactorily and complies with other specified requirements, comply with provisions of the Contract Documents concerning "substitutions" for selection of a matching product in another product category.
 6. Visual Selection: Where specified product requirements include the phrase "... as selected from manufacturer's standard colors, patterns, textures ..." or a similar phrase, select a product and manufacturer that complies with other specified requirements. The Engineer will select the color, pattern, and texture from the product line selected.
 7. Allowances: Refer to individual Specification Sections and "Allowance" provisions in Division 1 for allowances that control product selection and for procedures required for processing such selections.

PART 3 - EXECUTION

3.1 INSTALLATION OF PRODUCTS

- A. Comply with manufacturer's instructions and recommendations for installation of products in the applications indicated. Anchor each product securely in place, accurately located and aligned with other Work.
 1. Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

2. **No extras, additional work or other contract modification caused by cold weather or hot weather will be approved. This includes but is not limited to burlap, hay, straw, sheeting, insulating blankets, heat, concrete additives, additional labor, etc...**

END OF SECTION 01600

SECTION 01631 - SUBSTITUTIONS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes Contractor's administrative and procedural requirements for handling requests for substitutions made after award of the Contract.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
 - 1. Division 1 Section "Submittals" specifies requirements for submitting the Contractor's Construction Schedule and the Submittal Schedule.
 - 2. Division 1 Section "Materials and Equipment" specifies requirements governing the Contractor's selection of products and product options.

1.3 DEFINITIONS

- A. Definitions in this Article do not change or modify the meaning of other terms used in the Contract Documents.
- B. Substitutions: Changes in products, materials, equipment, and methods of construction required by the Contract Documents proposed by the Contractor after award of the Contract are considered to be requests for substitutions. The following are not considered to be requests for substitutions:
 - 1. Substitutions requested during the bidding period, and accepted by Addendum prior to award of the Contract, are included in the Contract Documents and are not subject to requirements specified in this Section for substitutions.
 - 2. Revisions to the Contract Documents requested by the Owner or Engineer.
 - 3. Specified options of products and construction methods included in the Contract Documents.
 - 4. The Contractor's determination of and compliance with governing regulations and orders issued by governing authorities.

1.4 SUBMITTALS

- A. Substitution Request Submittal: The Engineer will consider requests for substitution if received within 5 days after the Award of Contract of the Work. Requests received more than 5 days after the Award of Contract may be considered or rejected at the discretion of the Engineer.
1. Submit 3 copies of each request for substitution for consideration. Submit requests in the form and according to procedures required for change-order proposals.
 2. Identify the product or the fabrication or installation method to be replaced in each request. Include related Specification Section and Drawing numbers.
 3. Provide complete documentation showing compliance with the requirements for substitutions, and the following information, as appropriate:
 - a. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by the Owner and separate contractors that will be necessary to accommodate the proposed substitution.
 - b. A detailed comparison of significant qualities of the proposed substitution with those of the Work specified. Significant qualities may include elements, such as performance, weight, size, durability, and visual effect.
 - c. Product Data, including Drawings and descriptions of products and fabrication and installation procedures.
 - d. Samples, where applicable or requested.
 - e. A statement indicating the substitution's effect on the Contractor's Construction Schedule compared to the schedule without approval of the substitution. Indicate the effect of the proposed substitution on overall Contract Time.
 - f. Cost information, including a proposal of the net change, if any in the Contract Sum.
 - g. The Contractor's certification that the proposed substitution conforms to requirements in the Contract Documents in every respect and is appropriate for the applications indicated.
 - h. The Contractor's waiver of rights to additional payment or time that may subsequently become necessary

because of the failure of the substitution to perform adequately.

4. Engineer's Action: If necessary, the Engineer will request additional information or documentation for evaluation within one week of receipt of a request for substitution. The Engineer will notify the Contractor of acceptance or rejection of the substitution within 2 weeks of receipt of the request, or one week of receipt of additional information or documentation, whichever is later. Acceptance will be in the form of a change order.
 - a. Use the product specified if the Engineer cannot make a decision on the use of a proposed substitute within the time allocated.

PART 2 - PRODUCTS

2.1 SUBSTITUTIONS

- A. Conditions: The Engineer will receive and consider the Contractor's request for substitution when one or more of the following conditions are satisfied, as determined by the Engineer. If the following conditions are not satisfied, the Engineer will return the requests without action except to record on compliance with these requirements.
 1. Extensive revisions to the Contract Documents are not required.
 2. Proposed changes are in keeping with the general intent of the Contract Documents.
 3. The request is timely, fully documented, and properly submitted.
 4. The specified product or method of construction cannot be provided within the Contract Time. The Engineer will not consider the request if the product or method cannot be provided as a result of failure to pursue the Work promptly or coordinate activities properly.
 5. The request is directly related to an "or-equal" clause or similar language in the Contract Documents.
 6. The requested substitution offers the Owner a substantial advantage, in cost, time, energy conservation, or other considerations, after deducting additional responsibilities the Owner must assume. The Owner's additional responsibilities may include compensation to the Engineer for redesign and evaluation services, increased cost of other construction by the Owner, and similar considerations.
 7. The specified product or method of construction cannot receive necessary approval by a governing authority, and the requested substitution can be approved.

8. The specified product or method of construction cannot be provided in a manner that is compatible with other materials and where the Contractor certifies that the substitution will overcome the incompatibility.
 9. The specified product or method of construction cannot be coordinated with other materials and where the Contractor certifies that the proposed substitution can be coordinated.
 10. The specified product or method of construction cannot provide a warranty required by the Contract Documents and where the Contractor certifies that the proposed substitution provides the required warranty.
 11. Where a proposed substitution involves more than one prime contractor, each contractor shall cooperate with the other contractors involved to coordinate the Work, provide uniformity and consistency, and assure compatibility of products.
- B. The Contractor's submittal and the Engineer's acceptance of Shop Drawings, Product Data, or Samples for construction activities not complying with the Contract Documents do not constitute an acceptable or valid request for substitution, nor do they constitute approval.

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01631

SECTION 01700 - CONTRACT CLOSEOUT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for contract close-out including, but not limited to, the following:
 - 1. Inspection procedures,
 - 2. Project record document submittal,
 - 3. Operation and maintenance manual submittal,
 - 4. Submittal of warranties,
 - 5. Final cleaning.
- B. Close-out requirements for specific construction activities are included in the appropriate Sections in Divisions 2 through 16.

1.3 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting 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.
 - a. Include supporting documentation for completion as indicated in these Contract Documents and a statement showing an accounting of changes to the Contract Sum.
 - b. 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.
 - 2. Advise the Owner of pending insurance changeover requirements.
 - 3. Submit specific warranties, workmanship bonds, maintenance agreements, final certifications, and similar documents.
 - 4. Obtain and submit releases enabling the Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 - 5. Submit record drawings, maintenance manuals, final project photographs, damage or settlement surveys, property surveys, and similar final record information.
 - 6. Deliver tools, spare parts, extra stock, and similar items.

7. Make final changeover of permanent locks and transmit keys to the Owner. Advise the Owner's personnel of changeover in security provisions.
 8. Complete startup testing of systems and instruction of the Owner's operation and maintenance personnel. Discontinue and remove temporary facilities from the site, along with mockups, construction tools, and similar elements.
 9. Complete final cleanup requirements, including touchup painting.
 10. Touch up and otherwise repair and restore marred, exposed finishes.
- B. Inspection Procedures: On receipt of a request for inspection, the Engineer will either proceed with inspection or advise the Contractor of unfilled requirements. The Engineer 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 Engineer will repeat inspection when requested and assured that the Work is substantially complete.
 2. Results of the completed inspection will form the basis of requirements for final acceptance.

1.4 FINAL ACCEPTANCE

- A. Preliminary Procedures: Before requesting final inspection for certification of final acceptance and final payment, complete the following. List exceptions in the request.
1. Submit the final payment request with releases and supporting documentation not previously submitted and accepted. Include insurance certificates for products and completed operations where required.
 2. Submit an updated final statement, accounting for final additional changes to the Contract Sum.
 3. Submit a certified copy of the Engineer's final inspection list of items to be completed or corrected, endorsed and dated by the Engineer. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance and shall be endorsed and dated by the Engineer.
 4. Submit consent of surety to final payment.
 5. Submit a final liquidated damages settlement statement.
 6. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
- B. Reinspection Procedure: The Engineer will reinspect the Work upon receipt of notice that the Work, including inspection list items from earlier inspections, has been completed, except for items whose completion is delayed under circumstances acceptable to the Engineer.

1. Upon completion of reinspection, the Engineer will prepare a certificate of final acceptance. If the Work is incomplete, the Engineer will advise the Contractor of Work that is incomplete or of obligations that have not been fulfilled but are required for final acceptance.
2. If necessary, reinspection will be repeated.

1.5 RECORD DOCUMENT SUBMITTALS

- A. General: Do not use record documents for construction purposes. Protect record documents from deterioration and loss in a secure, fire-resistant location. Provide access to record documents for the Engineer's reference during normal working hours.
- B. Record Drawings: Maintain a clean, undamaged set of blue or black line white-prints of Contract Drawings and Shop Drawings. Mark the set to show the actual installation where the installation varies substantially from the Work as originally shown. Mark which drawing is most capable of showing conditions fully and accurately. Where Shop Drawings are used, record a cross-reference at the corresponding location on the Contract Drawings. Give particular attention to concealed elements that would be difficult to measure and record at a later date.
 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. Note related change-order numbers where applicable.
 4. Organize record drawing sheets into manageable sets. Bind sets with durable-paper cover sheets; print suitable titles, dates, and other identification on the cover of each set.
- C. Record Specifications: Maintain one complete copy of the Project Manual, including addenda. Include with the Project Manual one copy of other written construction documents, such as Change Orders and modifications issued in printed form during construction.
 1. Mark these documents to show substantial variations in actual Work performed in comparison with the text of the Specifications and modifications.
 2. Give particular attention to substitutions and selection of options and information on concealed construction that cannot otherwise be readily discerned later by direct observation.
 3. Note related record drawing information and Product Data.
 4. Upon completion of the Work, submit record Specifications to the Engineer for the Owner's records.
- D. Record Product Data: Maintain one copy of each Product Data submittal. Note related Change Orders and markup of record drawings and Specifications.

1. Mark these documents to show significant variations in actual Work performed in comparison with information submitted. Include variations in products delivered to the site and from the manufacturer's installation instructions and recommendations.
 2. Give particular attention to concealed products and portions of the Work that cannot otherwise be readily discerned later by direct observation.
 3. Upon completion of markup, submit complete set of record Product Data to the Engineer for the Owner's records.
- E. Record Sample Submitted: Immediately prior to Substantial Completion, the Contractor shall meet with the Engineer and the Owner's personnel at the Project Site to determine which Samples are to be transmitted to the Owner for record purposes. Comply with the Owner's instructions regarding delivery to the Owner's Sample storage area.
- F. Miscellaneous Record Submittals: Refer to other Specification Sections for requirements of miscellaneous record keeping and submittals in connection with actual performance of the Work. Immediately prior to the date or dates of Substantial Completion, complete miscellaneous records and place in good order. Identify miscellaneous records properly and bind or file, ready for continued use and reference. Submit to the Engineer for the Owner's records.
- G. Maintenance Manuals: Organize operation and maintenance data into suitable sets of manageable size. Bind properly indexed data in individual, heavy-duty, 2-inch, 3-ring, vinyl covered binders, with pocket folders for folded sheet information. Mark appropriate identification on front and spine of each binder. Include the following types of information:
1. Emergency instructions,
 2. Spare parts list,
 3. Copies of warranties,
 4. Wiring diagrams,
 5. Recommended "turn-around" cycles,
 6. Inspection procedures,
 7. Shop Drawings and Product Data,
 8. Fixture lamping schedule.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 CLOSEOUT PROCEDURES

1. Provide maintenance bonds.
2. Provide required close out forms.

3.2 FINAL CLEANING

- A. General: The General Conditions require general cleaning during construction.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each area to the condition expected.
 - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion.
 - a. Clean the site, including landscape development areas, of rubbish, litter, and other foreign substances. Sweep paved areas broom clean; remove stains, spills, and other foreign deposits.
- C. Removal of Protection: Remove temporary protection and facilities installed for protection of the Work during construction. Immediately repair any damage or disturbance caused by the removal of temporary protection and facilities.
- D. Compliance: 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 lawfully.
 - 1. Where extra materials of value remain after completion of associated Work, they become the Owner's property. Dispose of these materials as directed by the Owner.

END OF SECTION 01700