

BID SPECIFICATIONS AND BID DOCUMENTS
for the
PLUMBING Services
At
920 Maple Street
City of Allentown, Lehigh County Pennsylvania



June 2021

Contact:

Andrew G. Miller – Project Manager
Jarrett Ballister – Assistant Project Manager
Anne Lehman – Project Coordinator
North Star Construction Management, Inc.
645 W. Hamilton Street, Suite 208
Allentown, PA 18102

amiller@northstarc.com
jballister@northstarc.com
alehman@northstarc.com

BID DOCUMENTS

BIDDING REQUIREMENTS

ADVERTISEMENT FOR BIDDERS
INSTRUCTIONS TO BIDDERS

BIDDING FORMS (To be Submitted w/Bid)

BID BOND
CONSENT OF SURETY
BIDDER QUALIFICATION FORM
SUBCONTRACTORS IDENTIFICATION FORM
NON-COLLUSION AFFIDAVIT
BIDDER CORPORATE RESOLUTION
INSURANCE CERTIFICATES
STATEMENT OF CONSTRUCTION MANAGERSHIP
EQUIPMENT CERTIFICATION
VERIFICATION OF CONTRACTOR ELIGIBILITY
PUBLIC WORKS EMPLOYMENT VERIFICATION FORM

CONTRACT FORMS (To be Submitted w/Contract)

CONSTRUCTION CONTRACT
PERFORMANCE BOND
LABOR AND MATERIALS PAYMENT BOND
PREVAILING WAGE COMPLIANCE DECLARATION
WORKERS' COMPENSATION AFFIDAVIT
HOLD HARMLESS CERTIFICATION

CONTRACT CLOSE-OUT FORMS (To be submitted prior to final payment)

MAINTENANCE BOND
CONTRACTOR'S RELEASE OF LIENS
CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS
WAIVER OF LIENS
CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS
CONSENT OF SURETY COMPANY TO FINAL PAYMENT

GENERAL FORMS/CONDITIONS

CERTIFICATE OF CONSTRUCTION MANAGER'S ATTORNEY
NOTICE OF AWARD
NOTICE TO PROCEED
GENERAL CONDITIONS

ADVERTISEMENT FOR BIDS

Notice is hereby given that sealed bids will be accepted online via the PennBid Program by North Star Construction Management, Inc. and the Allentown Parking Authority until June 22, 2021 at 11:00 AM prevailing time for furnishing all labor, materials and equipment necessary for: **PLUMBING Services of 920 Maple Street, Allentown, PA 18102** at which time they will be opened Online by North Star Construction Management and Allentown Parking Authority and posted on PennBid.

All Bid Documents and solicitation details are available at no cost at www.pennbid.net.

Follow-up questions regarding the bid documents may be submitted through PennBid.

The bids must be made on the forms furnished by the North Star Construction Management on PennBid 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 North Star Construction Management, Inc. 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 Construction Manager.

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 Construction Manager and the Owner reserve 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 and
North Star Construction Management, Inc.**

INSTRUCTIONS TO BIDDERS

1. RECEIPT AND OPENING OF BIDS

North Star Construction Management (“Construction Manager”) invites bids on the forms available on the PennBid site. Bids will be received at the time specified in the Advertisement for Bids and opened online by North Star Construction Management and Allentown Parking Authority and posted on PennBid.

**PLUMBING Services for
920 Maple Street
Allentown, PA 18102**

The Construction Manager and 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 Construction Manager 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 located on PennBid.

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 Construction Manager and 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 Construction Manager and 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 Construction Managership
- 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 Construction Manager and Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Construction Manager and 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 Construction Manager/Owner reserves the right to reject any or all bids or parts thereof, as deemed to be in the best interest of the Construction Manager. 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 Construction Manager and 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.
- e. By submission of a bid, and by the signature of its representative thereon, bidder unconditionally acknowledges and agrees that: (A) It is fully aware this is a Re-Bid, and (B) Regardless of whether it did or did not submit a bid on the prior bid, it does hereby agree to waive, release and discharge, and shall be deemed to have waived, released and

discharged, as to both the Allentown Parking Authority and North Star Construction Management, Inc. and each one's and/or their agents, employees and representatives, any and all claims, damages, losses, costs, fees and expenses arising out of relating to or connected with that prior bid process, including but not limited to any claim premised or based in whole or in part on the contention that the bidder should have been awarded the contract through that prior bid process, and/or that it has suffered any damages, losses, costs, fees and expenses in connection with or relating to that process.

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 Construction Manager and Owner in determining the responsibility of the bidder, but additional information may be requested by the Construction Manager and 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 Construction Manager/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 Construction Manager, 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 Construction Manager within ten (10) business days after notice of acceptance of his/her proposal. No proposals or award

shall be considered binding upon the Construction Manager 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 Construction Manager acceptance of his/her proposal will be revoked, and all obligations of the Construction Manager in connection herewith will be canceled. In addition, the amount of the bid bond shall be paid to the Construction Manager, not as a penalty, but as liquidated damages. In such case, the Construction Manager, 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 Construction Manager and to fully complete the project within scheduled calendar days. The successful bidder's failure to comply with schedule and/or performance requirements will result in the Construction Manager incurring damages difficult to ascertain with certainty. Liquidated damage amounts represent reasonable amounts to partially compensate the Construction Manager 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 Construction Manager 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 Construction Manager may have under the contract, at law, or otherwise.

If the Construction Manager becomes entitled to liquidated damages, the Construction Manager 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 Construction Manager the amount of such excess. The provisions for liquidated damages shall not prevent the Construction Manager 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 Construction Manager 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 Construction Manager, and the discrepancies corrected by written agreement before proceeding further.
- b. The Construction Manager, 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 Construction Manager or its designated representative.
- d. All equipment shall conform to the requirements of these specifications and any equipment condemned by the Construction Manager 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 Construction Manager and 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 Construction Manager shall within ten (10) business days of such notice furnish to the Construction Manager executed performance, payment and maintenance bonds, in the forms prescribed in the Contract Documents, and dated the date set for the award of contract.

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 Construction Manager as available to finance the Contract; the Contract will be awarded on the base bid only. If such bid exceeds such amount, the Construction Manager 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 Construction Manager.
- 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 Construction Manager.
- d. All bonds shall be furnished to the Construction Manager prior to the Construction Manager'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 Construction Manager.

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 Construction Manager through contracts with outside contractors.

The Contractor shall be responsible for and agrees to indemnify and hold harmless the Construction Manager from all losses, damages, expenses, claims, demands, suits and actions brought by any party against the Construction Manager 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 Construction Manager 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 Construction Manager 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 Construction Manager 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 Construction Manager.

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 Construction Manager of the materials and/or work, receipt of the successful bidder's invoice, and the approval of the invoice by the Construction Manager'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 Construction Manager or its appointee. In the event it is determined by the Construction Manager that reports are not provided, deliveries are not made and/or the work is not performed in such timely and/or workmanlike manner, the Construction Manager may terminate for default with fifteen (15) days written notice, by Certified Mail. In such instance, the Construction Manager 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 Construction Manager. No fee will be charged for said Construction Manager 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 Construction Manager 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 Construction Manager.

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 Concrete 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 Walnut or Maple Street is damaged during construction, it shall be replaced by the Contractor at no expense to the Construction Manager, 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 Construction Manager 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 Construction Manager 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 Construction Manager. 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 Construction Manager.
- E. All excavation will be unclassified excavation and shall be incidental to other construction item.