



# DEMOLITION AND SITE CLEARANCE

PROPERTY

39 South Fulton Street



Mayor Anthony G. George



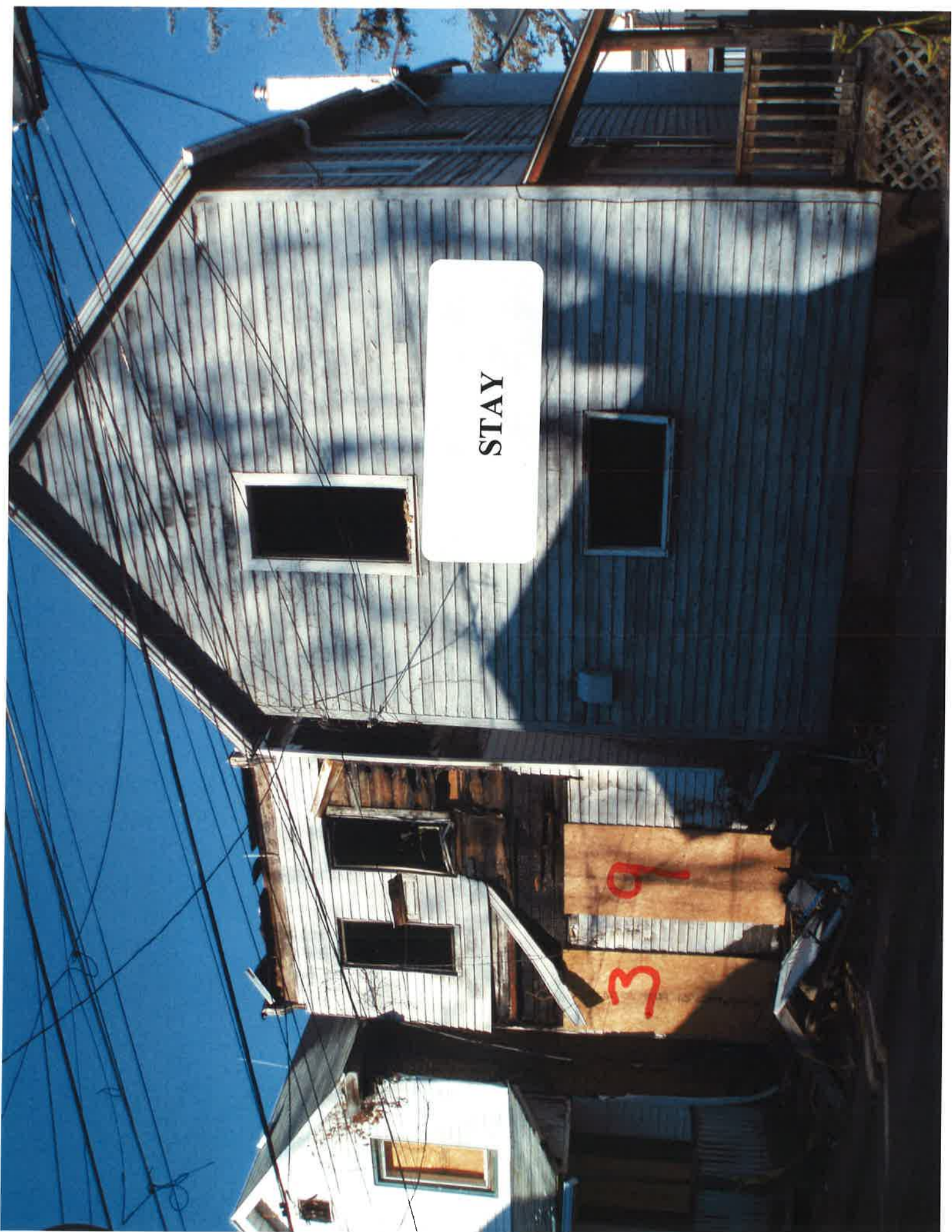
TO BE REMOVED



STAY

9

3





TO BE REMOVED



TO BE REMOVED



# City of Wilkes-Barre

## DEMO PROJECT

INTEROFFICE TRANSMITTAL SHEET  
FOR  
RETIREMENT OF UTILITY SERVICES

PROJECT ADDRESS: 39 South Fulton Street

	<u>Date contacted</u>	<u>Date of Retirement</u>	<u>Utility contact person</u>
UGI:	<u>1 / 11 / 18</u>	<u>1 / 22 / 18</u>	<u>John</u>
PPL:	<u>1 / 10 / 18</u>	<u>1 / 12 / 18</u>	<u>Chris</u>
PAWC:	<u>1 / 10 / 18</u>	<u>1 / 25 / 18</u>	<u>Sandra</u>
CABLE:	<u>1 / 12 / 18</u>	<u>N/A</u>	<u>FAX</u>
VERIZON:	<u>1 / 12 / 18</u>	<u>N/A</u>	

PA ONE CALL – 1-800-242-1776 SERIAL # 2018 0102302

UGI – 1-800-276-2722 Work Order # N/A

Work Order # \_\_\_\_\_

PPL – 1-877-220-6016---City ID # 260277

Meter # \_\_\_\_\_ Work Order # 58265

Meter # \_\_\_\_\_ Work Order # \_\_\_\_\_

PAWC – 1-800-565-7292 Work Order# 313238654

Work Order# \_\_\_\_\_

Service Electric – 570-825-8508 Work Order # N/A

570-822-2601 - FAX Work Order # \_\_\_\_\_

Verizon – 1-800-837-4966 Work Order # N/A

Work Order # \_\_\_\_\_

Frontier 570-760-1425—Dan Work Order# N/A

CITY Representative who made contact: Nigjue



**Anthony G. George**  
**Mayor**  
**CITY of WILKES-BARRE**  
**Pennsylvania**



Kurt Sauer  
Director

40 E. Market Street  
Wilkes-Barre, PA 18711-0452  
Telephone 570-208-4135  
Fax: 570-208-4136  
TDD: 570-821-1111

**OFFICE OF ECONOMIC & COMMUNITY DEVELOPMENT**

January 12, 2018

ATTN: Karen  
Service Electric Cable  
15 J. Campbell Collins Drive  
Wilkes-Barre, PA 18702

Dear Karen:

This correspondence shall service as an official request to Service Electric Cable requesting the retirement of cable service lines due to planned demolition for the following addresses...

39 Fulton Street  
3 Auburn Street

If you should have any questions regarding this request please do not hesitate to contact Nic Cave at 570-208-4132.

Thank you for your assistance with this matter.

Sincerely,

A handwritten signature in cursive script that reads "Attilio Frati".

Attilio Frati  
Director of Operations

Cc: Kurt F. Sauer, Director  
Nic Cave, Program Manager

**CITY OF WILKES-BARRE**  
**Pennsylvania**

Anthony G. George  
Mayor

Attilio Butch" Frati  
Director of Operation



40 East Market Street  
Wilkes-Barre, PA 18711  
570-208-4177  
570-208-4187 (fax)

January 12, 2018

Nicholas Wartella  
Field Operations Supervisor, PAWC  
Scranton, PA 18507

Dear Mr. Wartella:

This correspondence shall service as an official request to Pennsylvania American Water Company (PAWC) requesting the retirement of water service due to planned demolition for the following addresses with ticket number from PAWC attached...

3 Auburn Street – 313238657  
39 Fulton Street – 313238654

If you should have any questions regarding this request please do not hesitate to contact Nic Cave at 570-208-4132.

Thank you for your assistance with this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Attilio Frati".

Attilio Frati  
Director of Operations

Cc: Kurt Sauer O.E.C.D. Director  
Nic Cave O.E.C.D. Program Manager

## Nicholas Cave

---

**From:** POCS Ticket Confirmation <Delivery@pa1call.net>  
**Sent:** Wednesday, January 10, 2018 3:18 PM  
**To:** Nicholas Cave  
**Subject:** Ticket Confirm POCS 01/10/18 15:17:40 20180102302-000 New Demolition Preliminary Design

TKTCFM 00000 POCS 01/10/18 15:17:40 20180102302-000 NEW DMOL DSGN

=====PENNSYLVANIA UNDERGROUND UTILITY LINE PROTECTION REQUEST===== Serial Number--  
[20180102302]-[000] Channel#--[1512A035][0278] Message Type--[NEW][DEMOLITION][PRELIMINARY DESIGN]

County--[LUZERNE] Municipality--[WILKES BARRE CITY]

Work Site--[39 S FULTON ST]

Nearest Intersection--[ROSE LN]

Second Intersection--[PURITAN LN]

At Intersection--[N] Between Intersections--[Y]

Subdivision--[ ]

Location Information--

[THE MIDDLE HOUSE OF 3 THAT WERE FIRE DAMAGED WITH EAVES THAT OVERLAP. 41 S FULTON IS CLEARLY MARKED. THERE IS ONLY A 9 LEFT AT 39 S FULTON WITH THE ROOF GONE AND IS BOARDED UP.]

Caller Lat/Lon--[ ]

Mapped Type--[P] Mapped Lat/Lon--

[41.237604/-75.874468,41.237112/-75.874001,41.236241/-75.875648,41.236737/-75.876356]

Attachments--[<http://www.pa811.org/attachments/20180102302>]

Type of Work--[DEMOLITION OF-RESIDENTIAL] Depth--[8FT]

Extent of Excavation--[ ] Method of Excavation--[DEMOLITION]

Equip Type--[ ]

Street--[ ] Sidewalk--[ ] Pub Prop--[ ] Pvt Prop--[X] Other--[ ] Private Front--[X] Rear--[X] Left--[X] Right--[X]

Lawful Start Dates--[ ] thru [ ] Response Due Date--[25-Jan-18]

Scheduled Excavation Date--[DESIGN]

Caller--[NICHOLAS CAVE]

Caller Phone--[570-208-4132] Caller Ext--[ ]

Excavator--[WILKES BARRE CITY OF]

Address--[40 E MARKET ST]

City--[WILKES-BARRE] State--[PA] Zip--[18711]

FAX--[570-208-4136] Caller Type--[B]

Email--[ncave@wilkes-barre.pa.us]

Work For--[WILKES BARRE CITY OF]

Person to Contact--[NICHOLAS CAVE]

Contact Phone--[570-208-4132] Contact Ext--[ ]

Best Time to Call--[0900-1630]

Prepared--[10-Jan-18] at [1517] by [MARY ANNE YURTAL]

Remarks--

[CALLER HAS BEEN ADVISED TO TELL PROPERTY OWNER TO CONTACT UTILITIES  
DIRECTLY FOR DISCONNECTS/METER REMOVAL.]

AHGO AHG=AMERIGAS PROPAN CTIO CTI=FRONTIER CTSI GJ 0 GJ =UGI PNG  
HI 0 HI =VERIZON WB STN PWDO PWD=PPL ELEC DESIGN SERO SER=SERVICE ELEC CO  
WKCO WKC=WILKES BARRE C WW 0 WW =PAWC WILKES-BAR

Serial Number--[20180102302]-[000]

===== Copyright (c) 2018 by Pennsylvania One Call System, Inc. =====

## Nicholas Cave

---

**From:** POCS KARL Responses <Delivery@pa1call.net>  
**Sent:** Friday, January 26, 2018 2:01 AM  
**To:** Nicholas Cave  
**Subject:** POCS 01/26/18 02:01:00 20180102302-000 KARL Automated Response Service

PENNSYLVANIA ONE CALL SYSTEM, INC.  
KARL AUTOMATED RESPONSE SERVICE

Excavator: WILKES BARRE CITY OF  
Telephone #: 570-208-4132  
Caller: NICHOLAS CAVE  
Fax Number: 570-208-4136  
E-Mail: ncave@wilkes-barre.pa.us

Serial Number 20180102302 at the following location:

County: LUZERNE  
Municipality: WILKES BARRE CITY  
Address: 39 S FULTON ST  
Nearest Intersection: ROSE LN  
Second Intersection: PURITAN LN  
Location Information: THE MIDDLE HOUSE OF 3 THAT WERE FIRE  
DAMAGED WITH EAVES THAT OVERLAP. 41 S FULTON IS CLEARLY  
MARKED. THERE IS ONLY A 9 LEFT AT 39 S FULTON WITH THE ROOF  
GONE AND IS BOARDED UP.

has been responded to through Pennsylvania One Call System by these  
facility operators in the following manner:

### UTILITY RESPONSE

=====

AMERIGAS PROPANE LP (AHG)  
CLEAR - NO FACILITIES.

FRONTIER COMMUNICATIONS CTSI LLC (CTI)  
CONFLICT. LINES NEARBY. DIRECT CONTACT TO FOLLOW BY FACILITY OWNER.

PENNSYLVANIA AMERICAN WATER WILKES BARRE (WW)  
FIELD MARKED.

PPL ELECTRIC UTILITIES CORPORATION (PWD)  
ENGINEERING COMPLETED - A PDF FILE OR MARKED UP PLANS WERE SENT TO THE REQUESTOR.

SERVICE ELECTRIC COMPANY (SER)  
CLEAR - NO FACILITIES.

UGI PENN NATURAL GAS (GJ)  
ENGINEERING COMPLETED - A PDF FILE OR MARKED UP PLANS WERE SENT TO THE REQUESTOR.

VERIZON PENNSYLVANIA LLC (HI)  
CLEAR - NO FACILITIES.

WILKES BARRE CITY OF (WKC)  
FIELD MARKED.

Please call 1-800-222-6470 to hear any Voice Message

## Nicholas Cave

---

**From:** amwaterpapers@korweb.com  
**Sent:** Thursday, January 18, 2018 12:28 PM  
**To:** Nicholas Cave  
**Subject:** Ticket 20180102302 for WW - Status Change

**Importance:** High

Ticket 20180102302 for WW - Status Change

=====  
Company: WILKES BARRE CITY OF      Email: NCAVE@WILKES-BARRE.PA.US  
=====

Ticket Number:      20180102302  
Work to Begin Date/Time: 01/25/2018 11:59:00 pm  
County:              LUZERNE  
City:                 WILKES BARRE CITY  
Address:             39 S FULTON ST  
Contact:             NICHOLAS CAVE  
Phone:               570-208-4132

-----  
Member Code    Facility    Last Completion Date/Time  
-----

WW              CUSTOM2    01/18/2018 12:26:20 pm  
\*\* WATER: Marked,  
Response: 003-MARKED \*\*

-----  
**Notes:**

American Water has completed your Ticket. Any changes to your scope of work will need to be updated by PA811. If you have questions about this positive response, please reply to this email. Thank you for calling 811! Please use care and dig safely.



UGI Utilities, Inc.  
PO Box 13009  
Reading, PA 19612-3009  
(800) 276-2722

SP 01 000024 57219 E 1 ASNGLP



January 22, 2018

NICHOLAS CAVE  
40 E MARKET ST  
WILKES BARRE PA 18711

Regarding: Account 999999999999  
Service Address: 39 S FULTON ST  
WILKES BARRE PA 18702-6401

Dear Customer,

Please be advised that there are no gas facilities currently rendering services to the above address or UGI has completed our review and any subsequent actions that were determined to be required. Demolition of the above property, as it relates to UGI facilities, may now proceed.

However, you are required by Law to provide Notification to PA 811 / Pennsylvania A One Call 3 business days in advance of beginning the actual demolition work. This can be accomplished by calling 811 or (800) 242-1776.

Should you have any questions, or require additional information, please do not hesitate to contact UGI at (800) 276-2722.

Sincerely,

UGI Customer Care Team

000024 1/1







UGI Utilities, Inc.  
PO Box 13009  
Reading, PA 19612-3009  
(800) 276-2722

SP 01 000031 50789 E 2 ASNGLP



NICHOLAS CAVE  
40 E MARKET ST  
WILKES BARRE PA 18711

January 12, 2018

Regarding: Account 999999999999  
Service Address:  39 S FULTON ST  
WILKES BARRE PA 18702-6401

Dear Customer,

UGI has received your request regarding the proposed demolition of the above property. As required by law, you must not proceed with demolition until you receive confirmation from UGI that our facilities at this location have been properly reviewed and any actions that are determined to be necessary are completed.

In addition, the law requires that you provide Notification to PA 811 / Pennsylvania One Call 3 business days in advance of beginning the actual demolition work. This can be accomplished by calling 811 or 1-800-242-1776. This PA One Call notification to begin demolition should be placed AFTER you have received confirmation from UGI that our facilities will not be involved in the demolition work that you have described in your request.

Should you have any questions, or require additional information, please do not hesitate to contact UGI at (800) 276-2722.

Sincerely,

UGI Customer Care Team

000031 1/1

26

## Nicholas Cave

---

**From:** vztpositivenotification@verizon.com  
**Sent:** Wednesday, January 10, 2018 3:39 PM  
**To:** Nicholas Cave  
**Subject:** 20180102302

Dear Excavator,

Your request to locate Verizon facilities for the ticket identified above has been reviewed. The extent of work described in the request noted above has been compared with our facility records. Verizon has determined that the excavation location and scope of work you have identified does not conflict with our underground facilities. If you have questions or have additional information where you feel Verizon's underground facilities are in the excavation area, do not hesitate to contact our National Facility Locate Call Center at 800-492-3100.

Thank you and remember to dig safely!

Please do not reply to this email as the account is not monitored.

# INDEX

Title

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- Experience Questionnaire
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- Non-collusion Affidavit
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- Certification Regarding Equal Employment Opportunity

\*\*\* BCD Agreement

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Special Conditions

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DHUD / EO11246 Part 130 – EEO / CC257

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- Notice to Proceed
- Certificate of City Controller
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\*\*\*\* Statement of Surety Company

Attachment "A" – Environmental Regulations

Attachment "B" – Disposal of Demolition Material (Ordinance #34 of 1989)

### **SUBCONTRACTOR FORMS – Upon award**

- Certificate of Nonsegregated facilities
- Non-collusion Affidavit
- Certificate Re: Equal Employment Opportunity
- Exhibit "E-1" – Assurance of Compliance DHUD Title 24 - Part 135
- Exhibit "E-2" – Preconstruction Conference DHUD / EO11246 Part 130 – EEO / CC257
- Certificate of Subcontractor
- Contractor Eligibility Determination
- Certificate Prohibiting Lobbying

## ADVERTISEMENT FOR BIDS

The City of Wilkes-Barre will receive SEPARATE sealed bids for the DEMOLITION AND SITE CLEARANCE OF 39 South Fulton Street and 3 Auburn Street in the City of Wilkes-Barre. Said bids will be accepted at the Office of the City Clerk, 4<sup>th</sup>. Floor, City Hall, 40 East Market Street, Wilkes-Barre, PA. 18711, until 9:30 A.M., local time, February 22, 2018. All timely bids will then be opened and read aloud at 10:00 A.M., local time, February 22, 2018 in Wilkes-Barre City Council Chambers. The bid submission deadline will be strictly enforced. Any bid received after the deadline will not be opened.

Copies of the Contract Documents may be obtained at the Office of the City Clerk, 4<sup>th</sup>. Floor, Wilkes-Barre City Hall.

For questions or further information, please contact the Office of Economic & Community Development at (570) 208-4132.

Bid security, in an amount equal to ten (10%) of the total bid, exclusive of any deductions of salvage, shall be submitted with each Bid, in accordance with the Instructions to Bidders.

The successful Bidder will be required to furnish and pay for performance and payment bond or bonds.

Qualified bidders must have a current City of Wilkes-Barre General or Demolition Contractor's License.

The contractor must ensure that employees and applicants for employment are not discriminated against because of their race, age, color, religion, sex, handicap, family status or national origin (EO-11246, as amended), and, to the greatest extent feasible, utilize project area businesses located in, or owned in substantial part by project area residents.

In accordance with Executive Orders 11625 and 12138, the successful bidder must utilize, to the greatest extent feasible, minority and/or women-owned business concerns which are located within the municipality, county, or general trade area.

The City of Wilkes-Barre reserves the right to reject any or all bids or portions thereof, and to waive any informality in the bidding.

The selection of the successful bidder shall be made in the best interest of the City of Wilkes-Barre, as solely determined by the City, and bidders acknowledge this by submitting a bid.

Bids may be held by the City of Wilkes-Barre for a period not to exceed ninety (90) days from the date of the opening of bids for the purpose of reviewing the bids, before awarding the Contract. In this period of time, no Bidder may withdraw their bid.

The City of Wilkes-Barre does not discriminate on the basis of race, color, national origin, sex, religion, age, family and handicapped status in employment or the provision of services.

Wilkes-Barre City Hall is a facility accessible to persons with disabilities.

Anthony G. George, MAYOR

THE CITY OF WILKES-BARRE IS AN EQUAL  
OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER



## Demolition Safety Tips

Demolition work involves many of the same hazards that arise during other construction activities. However, demolition also involves additional hazards due to a variety of other factors. Some of these include: lead-based paint, sharp or protruding objects and asbestos-containing material.

### Prevent Falls

- Brace or shore up the walls and floors of structures which have been damaged and which employees must enter.
- Inspect personal protective equipment (PPE) before use.
- Select, wear and use appropriate PPE for the task.
- Inspect all stairs, passageways, and ladders; illuminate all stairways.
- Shut off or cap all electric, gas, water, steam, sewer, and other service lines; notify appropriate utility companies.
- Guard wall openings to a height of 42 inches; cover and secure floor openings with material able to withstand the loads likely to be imposed.
- Floor openings used for material disposal must not be more than 25% of the total floor area.
- Use enclosed chutes with gates on the discharge end to drop demolition material to the ground or into debris containers.
- Demolition of exterior walls and floors must begin at the top of the structure and proceed downward.
- Structural or load-supporting members on any floor must not be cut or removed until all stories above that floor have been removed.
- All roof cornices or other ornamental stonework must be removed prior to pulling walls down.
- Employees must not be permitted to work where structural collapse hazards exist until they are corrected by shoring, bracing, or other effective means.

For more complete information:



U.S. Department of Labor  
[www.osha.gov](http://www.osha.gov) (800) 321-OSHA

OSHA 3290-10N-05

## Special Notes

1. City of Wilkes-Barre Permit Fees are applicable to this project. The contractor shall secure the appropriate permits for this project.
2. Contractor shall adhere to strict guidance to all federal, state & local rules as it pertains to demolition of this structure.
3. Contractor or its officers must not be on any Federal State, debarred list.
4. Demolition of the building shall be completed by mechanically dismantling the structure. Noises that exceed the ambient levels normally encountered at the site shall be avoided.
5. **INSURANCE:** The contractor shall provide evidence of insurance naming the following parties as additionally insured, to wit, City of Wilkes-Barre. The contractor will also issue a waiver of subrogation in favor of the states agencies for any and all claims made relative to this project. Coverage amounts as outlined in Section 129 of standard general conditions.
6. **DISPOSAL OF DEMOLITION MATERIALS:** All permits secured for demolition shall be contingent upon the contractor providing the building inspector with a certified and notarized document that all demolition material will be disposed of in authorized site, certified and licensed by the Pennsylvania Department of Environmental Resources for disposal or dumping of such demolition materials. Failure to comply with this provision shall mean automatic revocation of said permit and license of any contractor violating this provision. The contractors shall provide all weight slips from said authorized landfills for debris that is not salvageable.
7. **CHANGE ORDERS:** No change orders are allowed unless approved in writing by the City of Wilkes-Barre and prior to the commencement of any work or activities related to such change order. Failure to obtain written permission shall be at the contractor's sole expense.
8. Qualified bidders must have a current City of Wilkes-Barre General or Demolition Contractor's license.
9. Demolition shall consist of the removal of all structures.
10. Contractor is responsible for the removal of **ALL** debris from site, including all dead vegetation.



11. Contractor shall remove all trees/brush that will impede demolition.
12. SEEDING: Pennsylvania Department of Transportation: Publication 408 Section 864 – Seeding Requirements – **Dwarf or low grow seed required.**
13. Contractor, before the start of demolition, shall take photograph all adjacent properties and keep for file.
14. Contractor shall contact Wilkes-Barre Police at 570-208-4200 to request any temporary parking restrictions around demo site to allow access to demo site and prevent any damage to nearby vehicles.
15. Contractor shall contact Pa One Call @ 1-800-242-1776 to switch serial number 2018-0102302 from the design phase to the construction phase before the start of demolition.
16. Contractor shall notify the City of Wilkes-Barre Office of Economic & Community Development of a start date prior to the start of demolition.

I have read and understand all of the SPECIAL NOTES listed and will comply with such.

---

Contractor

---

Date

## INSTRUCTIONS TO BIDDERS

### 1. USE OF SEPARATE BID FORMS:

These Contract Documents include a complete set of bidding and contract forms, which are for the convenience of bidders and are not to be detached from the contract documents, filled out or executed. SEPARATE COPIES OF BID FORMS ARE FURNISHED FOR THAT PURPOSE.

### 2. INTERPRETATION OR ADDENDA:

No oral interpretations will be made to any bidder as to the meaning of the contract documents or any part thereof. Every request for such an interpretation shall be made in writing to the Owner. Any inquiry received seven or more days prior to the date fixed for opening bids will be given consideration. Every interpretation made to the bidder will be in the form of an addendum to the contract documents, and when issued, will be on file in the Office of the Owner and the Engineer at least five days before bids are opened. In addition, all Addenda will be mailed to each person holding contract documents, but it shall be the bidder's responsibility to make inquiry as to the Addenda issued. All Addenda shall become part of the contract and all Bidders shall be bound by such Addenda, whether or not received by the bidders.

### 3. INSPECTION OF SITE:

Each bidder should visit the site of the proposed work and fully acquaint himself with the existing conditions there relating to construction and labor, and should fully inform himself to the facilities involved, the difficulties and restrictions attending the performance of the contract. The bidder should thoroughly examine and familiarize himself with the Drawings and Specifications, and all other contract documents. The contractor by the execution of the contract shall in no way be relieved of any obligation under it due to his failure to receive or examine any form or legal instrument or to visit the site and acquaint himself with the conditions there existing and the Owner will be justified in rejecting any claim based on the facts regarding which he should have been on notice as a result thereof.

### 4. ALTERNATIVE BIDS:

No alternative bids will be considered unless alternative bids are specifically requested by the technical specifications.

### 5. BIDS:

All documents must be submitted on forms supplied by the Owner and shall be subject to all requirements of the contract documents, including the Drawings and these Instructions to

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All documents must be submitted on forms supplied by the Owner and shall be subject to all requirements of the contract documents, including the Drawings and these Instructions to

Bond, Power of Attorney and EEO Certification and shall be enclosed in envelopes (outer and inner) both of which shall be sealed and clearly labeled with the words "Demolition Project 139-141 North Washington Street", number if any, name of bidder and date and time of the bid opening in order to guard against premature opening of bid.

The Owner may consider as irregular, any bid on which there is an alteration of or departure from the bid Form hereto attached and at its option, may reject the same.

If the contract is awarded, it will be awarded by the Owner to a responsible bidder on the basis of the lowest bid and the selected alternative bid items, if any. The contract will require the completion of the work according to the contract documents. Throughout these specifications, the term Owner shall mean the City of Wilkes-Barre.

## 6. BID SECURITY

The bid must be accompanied by the bid guaranty which shall be not less than ten percent (10%) of the amount of the bid. At the option of the bidder, the guaranty may be a certified check, bank draft, negotiable U.S. government Bond (at par value) or a Bid Bond in the form attached. The Bid bond shall be secured by a guaranty or a surety company listed in the latest issue of the U.U. Treasury Circular 570. The amount of such Bid Bond shall be within the maximum amount specified for such company in said Circular 570. No bid will be considered unless it is accompanied by the required guaranty. Certified check or bank draft must be made payable to the order of the city of Wilkes-Barre. Cash deposits will not be accepted. The bid guaranty shall insure the execution of the Agreement and the furnishing of the Performance Bond and Payment Bond by the successful bidder, all as required by the contract documents.

Revised bids submitted before the opening of bids, whether forwarded by mail or telegram, if representing an increase in excess of two percent (2%) of the original bid, must have the bid guaranty adjusted accordingly; otherwise, the bid will not be considered. Bid securities of the unsuccessful bidders will be returned as soon as practical after the opening of the bids.

## 7. COLLUSIVE AGREEMENTS

Each bidder submitting a bid to the Owner for any portion of the work contemplated by the documents on which bidding is based shall execute and attach thereto an affidavit substantially in the form herein provided, to the effect that the bidder has not entered into a collusive agreement with any other person, firm, or corporation in regard to any bid submitted.

Before executing any subcontract, the successful bidder shall submit the name of any proposed subcontractor for prior approval and an affidavit substantially in the form provided.

## 8. STATEMENT OF BIDDER'S QUALIFICATIONS

Each bidder shall submit to the Owner on the form furnished for that purpose, a Statement of Bidder's Qualification, experience record in constructing the type of improvements embraced in the site improvement contract, organization and equipment available

Revised bids submitted before the opening of bids, whether forwarded by mail or telegram, if representing an increase in excess of two percent (2%) of the original bid, must have the Bid Guaranty adjusted accordingly; otherwise the bid will not be considered.

Certified checks or bank drafts, or the amount thereof, Bid Bonds and negotiable U.S. Government Bonds or unsuccessful bidders will be returned as soon as practical after the opening of the bids.

**7. COLLUSIVE AGREEMENT:**

Each bidder submitting a bid to the Owner for a portion of the work contemplated by the documents on which bidding is based shall execute and attach thereto, an affidavit substantially in the form herein provided, to the effect that he has not entered into a collusive agreement with any other person, firm, or corporation in regard to any bid submitted.

Before executing any subcontract the successful bidder shall submit the same of any proposed subcontractor for prior approval and an affidavit substantially in the form provided in Section 103 hereof.

**8. STATEMENT OF BIDDER'S QUALIFICATIONS:**

Each bidder shall submit to the Owner on the form furnished for that purpose (a copy of which is included in the contract documents), a statement of the Bidder's Qualifications, his experience record in constructing the type of improvements embraced in the Site Preparation, his organization and equipment available for the work contemplated, and when specifically requested by the Owner, a detailed financial statement. The Owner shall have the right to take such steps as it deems necessary to determine the ability of the bidder to perform his obligations under the contract and the bidder shall furnish the Owner all such information and data for this purpose as it may request. The right is reserved to reject any bid where an investigation of the available evidence or information does not satisfy the Owner that the Bidder is qualified to carry out properly the terms of the contract.

**9. UNIT PRICES**

The unit price for each of the several items in the proposal of each bidder shall include its pro-rata share overhead so that the sum of the products obtained, by multiplying the quantity shown for each item by the unit price bid, represents the total bid. Any bid not conforming to this requirement may be rejected as informal. The special attention of all bidders is called to this provision, for should conditions make it necessary to revise the quantities, no limit will be fixed for such increased or decreased quantities nor extra compensation allowed, provided the net monetary value of all such additive and subtractive changes in quantities of such items of work (i.e. difference in cost) shall not increase or decrease the original contract price by more than twenty-five percent (25%) except for work not covered in the Drawings and Technical Specifications as provided for in Section 109 hereof.

**10. CORRECTIONS:**

Erasures or other changes in the bid must be explained or noted over the signature of the bidder.

**11. TIME FOR RECEIVING BIDS:**

Bids are received prior to the advertised hour of opening will be securely kept, sealed. The officer whose duty it is to open them will decide when the specified time has arrived, and no bid received thereafter will be considered; except that when a bid arrives by mail after the time fixed for opening, but before the reading of all other bids is completed, and it is shown to the satisfaction of the Owner that the non-arrival on time was solely to delay in the mail for which the bidder was not responsible, such bid will be received and considered.

Bidders are cautioned that, while telegraphic modifications of bids may be received as provided above, such modifications, if not explicit and if, in any sense, subject to misinterpretation, shall make the bid so modified or amended, subject to rejection.

**12. OPENING OF BIDS:**

At the time and place fixed for the opening of bids, the Owner will cause to be opened and publicly read aloud every bid received within the time set for receiving bids, irrespective of any irregularities therein. Bidders and other persons properly interested may be present, in person or by representative.

**13. WITHDRAWAL OF BIDS:**

Bids may be withdrawn on written or telegraphic request dispatched by the bidder in time for delivery in the normal course of the business by the time fixed for opening; provided, that written confirmation of any telegraphic withdrawal over the signature of the bidder is paced in the mail and postmarked prior to the time set bid opening. The Bid Guaranty of any bidder withdrawing his bid in accordance with the foregoing conditions will be returned promptly.

**WITHDRAWAL OF BIDS AFTER OPENING IN ACCORDANCE WITH PA ACT-#4CF1974:**

1. For purpose of these regulations, a "substantial error" shall be any error resulting from a clerical mistake as opposed to a judgement mistake, and the clerical mistake must actually be due to an unintentional or substantial arithmetical error, or an unintentional omission of a substantial quantity of work, labor, material or services made directly in the compilation of the bid; provided

That the error resulting from the clerical mistake results in the total amount of the

bid being more than 15% lower than it would otherwise have been had there been no such clerical mistake.

2. In order for withdrawal of a bid to be given consideration under this Act and these regulations by the contracting body, the bidder shall be responsible for written notice of his claim of the right to withdraw his bid being received in the same office of the contracting body where bids were received within 48 hours after the time set for opening bids. In the event that the 48-hour period would include any part of a Saturday, Sunday, or legal holiday, the 24 hours of that respective day shall be omitted from the computation of the "2 business days" required by the Act.
- 3(a). The notice of withdrawal shall include specific explanation of the error and attachment of photocopies of supporting documentation as the "credible evidence" required to be submitted by the Act, together with attachment of a notarized affidavit certifying that the price bid was submitted in good faith and that the photocopies of documents substantiating the errors are true and exact copies of the work sheets and/or other papers used while estimating the bid.
- 3(b). The notice of withdrawal shall be accompanied by a certified check in the amount of \$1500.00 and payable to the order of the Owner. The certified check shall be held by the contracting body and shall be used to defray the cost set forth hereinafter, provided that in the event any funds are remaining after having first paid said costs, then and in the event the difference between the amount of costs incurred shall be returned to the bidder. If the certified check is not sufficient to pay for all the costs incurred as hereinafter set forth, then and in that event, the bidder shall be obligated and legally responsible for the payment of the balance of the costs, which sum shall be due and owing to the Owner within ten (10) days from the date of receipt by the bidder of a copy of the said bills.
  - 3(b) 1. Hearing costs shall include all those costs involved in conducting the hearing and make a determination, including by way of illustration, costs for the stenographic record, engineering and legal costs or fees, postage fees, telephone charges and copying costs.
  - 3(b) 2. In the event of the contracting body resubmitting the project for bidding, the costs chargeable to the withdrawing bidder shall also include those costs in connection with the resubmission, printing new contract documents, required advertising, and printing and mailing notices to prospective bidders.
4. In the event that the contracting body intends to contest the right of a bidder to

withdrawal his bid, notice of a hearing shall be given to the bidder by certified mail - Return Receipt Requested, mailed no later than five days after receiving the withdrawal notice. In the event that the five-day period would include a Saturday, Sunday, or a legal holiday, that respective day shall be omitted from the computation of the five-day period. A period of 48 hours from the time of mailing the notice of the hearing shall be considered timely and reasonable. In the event that the 48-hour period would include any part of a Saturday, Sunday, or legal holiday, the 24 hours of that respective day shall be omitted from the computation establishing the maximum required advance notice.

5. Owner shall designate such person or persons to conduct the hearing. The contracting body shall be responsible for a stenographer making a stenographic record of all testimony and other evidence presented at the hearing. The Hearing Board shall issue an order allowing or denying the claim to withdraw within five days after the hearing and the order shall be promptly transmitted to the bidder by certified mail - Return Receipt Requested.
6. If the contracting body denies the claim and if the bidder elects to arbitrate the order and/or otherwise refuses to perform he shall be responsible for written notice being received by the contracting body in the same office of the contracting body where bids were received of the decision to arbitrate, and/or refusal to perform and the notice must be received by the contracting body within 72 hours after the bidder receives the order of the Hearing Board. In the event the 72-hour period would include any part of a Saturday, Sunday, or legal holiday, the 24 hours of that respective day shall be omitted from the computation of the 72 hours required by these regulations. Arbitration's shall be as provided for under the applicable terms of the bidding documents, or, if the bidding documents contain no such provision for arbitration, the then current rules of the American Arbitration Association, failure to provide the Written Notice as required in the paragraph (6) of these regulations, shall result in a waiver by the bidder of the right to arbitrate and shall also result in an irrefutable presumption that the bidder does not intend to comply with his bid.
7. If the right to withdrawal is finally determined in the negative, then the bid security shall be forfeited as liquidation damages.
8. If the contracting body elects to reject all bids and resubmit the project for bidding, the withdrawing bidder shall pay the costs, in connection with the resubmission, of printing new contract documents, required advertising, and printing and mailing notices to prospective bidders, if the contracting body finds that such costs would not have been incurred but for such withdrawal. The withdrawing bidder shall not be permitted to resubmit a bid for the project.



**14. AWARD OF CONTRACT - REJECTION OF BIDS:**

The contract will be awarded to the responsible bidder submitting the lowest bid complying with the conditions of the invitation for bids. The bidder to whom the award is made will be notified at the earliest possible date. The Owner, however, reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in its interest.

The Owner reserves the right to consider as unqualified to do the work of general construction any bidder who does not habitually perform with his own forces the major portions of the work involved in construction of the improvements embraced in this site preparation contract.

**15. EXECUTION OF AGREEMENT - PERFORMANCE AND PAYMENT BOND:**

Subsequent to the award and within ten days after the prescribes forms are presented for signature, the successful bidder shall execute and deliver to the Owner an Agreement in the form included in the Contract Documents in such number of copies as the Owner requires. Having satisfied all conditions of award as set forth elsewhere in these documents, the successful bidder shall, within the period specified in the paragraph above, furnish a surety bond in a penal sum not less than the amount of contract as awarded, as security for the faithful performance of the contract, and for the payment of all persons, firms, or corporations to whom the contract may become legally in debt for labor, materials, tools, equipment or services of any nature including utility and transportation services, employed or used by him performing the work. Such bond shall be in the same form as that included in the contract documents and shall bear the same date as, or a date subsequent to that of the agreement. The current power of attorney for the person who for any surety company shall be signed by a guaranty or surety company listed in the latest issue of the U.S. Treasury Circular 570. \*\*

The failure of the successful bidder to execute such agreement and to supply the required bond or bonds within such extended period as the Owner may presented for signature, or within such extended period as the Owner grant, based upon reason determined sufficient by the Owner shall constitute default, and the Owner may either award the contract to the next lowest responsible bidder or re-advertise for bids, and may charge against the responsible bidder the difference between the amount of the bid and the amount of which a contract for the work is subsequently executed, irrespective or whether the amount thus due exceeds the amount of the bid bond. If a more favorable bid is received by re-advertising the defaulting bidder shall have no claim against the Owner for a refund.

**16. WAGES AND SALARIES**

Attention of bidders is particularly called to the requirements concerning the payment of not less than the prevailing wages and salary rates specified in the contract documents and the

conditions of employment with respect to certain categories and classifications of employees. See General Conditions, Part II and Part III.

The rates of pay set forth under general conditions, Part II, is the minimum to be paid during the life of the contract. It is therefor the responsibility of bidders to inform themselves as to local labor conditions, such as the length of the work day and work week, overtime compensation, health and welfare contributions, labor and supply and prospective changes or adjustments of rates.

**17. EQUAL EMPLOYMENT OPPORTUNITY:**

Attention to bidder is particularly called to the requirement of ensuring that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, or national origin. (See Section 210 of the General Conditions).

If applicable State laws require separate bonds as security (1) for the faithful performance of the contract and, (2) for the payment of all services, labor, and materials, revise paragraph "b" in accordance with the statutory requirements of the particular State. These bonds shall be signed by a guaranty or surety company listed in the latest issue of the U.S. Treasury Circular 570 and the total penal sum shall be within the maximum specified for such company in said Circular 570.

**18. WORK WITHIN THE STATE RIGHT-OF-WAY:**

Attention to bidder is particularly called to the requirement of performing operations within the State Right-of-Way in strict conformance with PA DOT rules and regulations and Highway Occupancy Permit IF APPLICABLE.

## STATEMENT OF BIDDER'S QUALIFICATIONS

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

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

**BARRE.**

17. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the (Local Public Agency) in verification of the recitals comprising this statement of Bidder's Qualifications.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Name of Bidder

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

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

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

\_\_\_\_\_ being duly sworn or  
deposes and says that he is \_\_\_\_\_  
(Name of organization) and  
that the answers to the foregoing questions and all statements therein  
contained are true and correct.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
My Commission Expires \_\_\_\_\_, 20\_\_.

## EXPERIENCE QUESTIONNAIRE

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

By: \_\_\_\_\_ Corporation  
Partnership  
Individual

PRINCIPAL OFFICE: \_\_\_\_\_

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

(The signatory of this questionnaire guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made).

1. How many years has your organization been in business as a general contractor under your present business name?
2. How many years' experience in general construction work has your organization had (a) as a general contractor \_\_\_\_\_; (b) subcontractor \_\_\_\_\_?
3. What comparable project(s) has your organization complete within the last five years? Attach a separate sheet that includes the contract amount, class of work, year completed, name and address of owner, engineer/architect.
4. Have you ever failed to complete any work awarded to you? Y – N, If yes where and why?  
\_\_\_\_\_
5. Has any officer or partner of your organization ever been an officer or partner of some other organization that failed to complete a construction contract? Y – N, If yes, state name of individual, other organization and reason therefor:  
\_\_\_\_\_
6. Has any officer or partner of your organization ever failed to complete a construction contract handled in his own name? Y – N, If yes state the name of the individual, name of owner and reason therefor:  
\_\_\_\_\_
7. In what other lines of business are you financially interested?  
\_\_\_\_\_

NAME OF BIDDER: \_\_\_\_\_

8. For what corporations of individuals have you performed work and to whom do you refer? \_\_\_\_\_

9. What is the construction experience of the principal individuals of your firm:

Name	Present Position/Office	Years of Construction Experience	Magnitude and Type of Work	In What Capacity
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10. Have you filed Performance Record Reports with the Bureau of Contract Information in Washington D.C.? Y – N

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DATED THIS \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
NAME OF BIDDER

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

TITLE: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

\_\_\_\_\_ being duly sworn deposes and says that  
he is \_\_\_\_\_ of \_\_\_\_\_  
and that answers to the foregoing questions and all herein contained are true and correct.

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

MY COMMISSION EXPIRES: \_\_\_\_\_

BID FOR DEMOLITION AND SITE CLEARANCE

TO: Office of the City Clerk of the City of Wilkes-Barre  
Fourth Floor, City Hall  
Wilkes-Barre, Pennsylvania 18701

Gentlemen:

1. The undersigned, having familiarized \_\_\_\_\_ with existing conditions on the Project Area affecting the cost of work, and with the Contract Documents (which include Invitation for Bids, Instructions to Bidders, the form of Bids, the form of the Bid Bond, Form of Contract (or Agreement), Addenda (if any), GENERAL CONDITIONS, Part I, II (and III), Special Conditions, and Form of Surety Bond or Bonds; as prepared by the Bureau of Code Enforcement and Prevention and on file in the offices of the Bureau of Code Enforcement and Prevention and of the City Clerk, hereby proposes to furnish all supervision, technical personnel, labor and materials, and complete all work required for the Demolition and Site Clearance of \_\_\_\_\_ all in accordance with the above-listed documents for the total sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), in addition to and above the value of such salvage materials specified to become the property of the Bidder;

2. In submitting this Bid, the Bidder understands:

a. that the right is reserved by the City of Wilkes-Barre to reject any and all bids. If written notice of the acceptance of this Bid is mailed, faxed or delivered to the undersigned within thirty (30) days after the opening thereof, or at any time thereafter before this Bid is withdrawn, the undersigned agrees to execute and deliver an Agreement in the prescribed form and furnish the required bond within ten (10) days after the agreement is prepared to him for signature; and

b. that a breakdown of bid by property must accompany the total bid and that contract award will be made on the entire group of properties defined in the Contract Documents.

3. Security in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), in the form of \_\_\_\_\_, is submitted herewith in accordance with the INSTRUCTIONS TO BIDDERS.

4. The Bidder is prepared to submit a financial and experience statement upon request.

5. The Principal(s) of the Bidder (is) (are):

Name \_\_\_\_\_  
Social Security Number: \_\_\_\_\_  
Address and Zip Code: \_\_\_\_\_  
\_\_\_\_\_

BID: (page 2 of 3)

6. Schedule of Properties:

In submitting the following breakdown by property, the bidder understands that a price must be provided for each property and, further, that contract award will be made on the basis of the total bid and will include all properties listed below.

	<u>PRICE</u>
<b>39 South Fulton Street</b>	\$ _____ _____
<b>TOTAL BID .....</b>	<b>\$</b> _____

**NOTE:** Contract will be awarded to the lowest responsible Bidder

**Contractors:**

**Federal Identification Number** \_\_\_\_\_

**DUNS Number** \_\_\_\_\_



## CERTIFICATION OF NONSEGREGATED FACILITIES

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis race, color, religion, or natural origin, because of habit, local custom, or otherwise. The bidder agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certification in his files.

**NOTE:** The penalty for making false statements in offices is prescribed in 18USC1001.

The Bidder hereby acknowledges the receipt of the following addenda, issued during bidding and certifies their inclusion in the bid amount:

List consecutive addenda numbers \_\_\_\_\_

DATE \_\_\_\_\_

OFFICIAL ADDRESS

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ BY: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_ TITLE

\_\_\_\_\_ PRIME CONTRACTOR

\_\_\_\_\_ SUB-CONTRACTOR

**NONCOLLUSION AFFIDAVIT OF CONTRACTOR**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

\_\_\_\_\_ being first duly sworn, deposes and says that:

- (1) He is \_\_\_\_\_ (Owner, Partner, Officer, Representative, Agent) of \_\_\_\_\_, the Bidder that has (Company) submitted the attached Bid.
- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid:
- (3) Such Bid is genuine and is not a collusive or sham Bid:
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has, in any way, colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the **CITY OF WILKES-BARRE** or any person interested in the proposed Contract; and:
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest including this affiant.

**NONCOLLUSION AFFIDAVIT OF CONTRACTOR**

\_\_\_\_\_ /s/

\_\_\_\_\_ Title

Subscribed and sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_.

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, the undersigned \_\_\_\_\_ as Principal, and \_\_\_\_\_ as Surety, are hereby held and firmly bound unto the City of Wilkes-Barre as OWNER in the penal sum of \_\_\_\_\_ Dollars for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_.

POSTED for Bid dated this \_\_\_\_\_ day of \_\_\_\_\_.

THE CONDITION of the above obligation is such that whereas the Principal has submitted to the City of Wilkes-Barre, a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for the \_\_\_\_\_

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of the BID.

THEN THIS OBLIGATION SHALL BE VOID, otherwise the same shall remain in force effect; it being expressly understood and agreed that the Liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

THE SURETY, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the Owner may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto-affixed and these presents to be signed by their proper officers the day and year to be set forth above.

\_\_\_\_\_(L.S.)  
Principal

BY: \_\_\_\_\_

\_\_\_\_\_  
Surety

BY: \_\_\_\_\_  
Attorney-in Fact

**IMPORTANT:** Surety Companies executing BONDS must appear on the Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in the State where the project is located.

## BID SECURITY

The Bid Security attached in the sum of \_\_\_\_\_  
\$ \_\_\_\_\_ is to become the property of the Owner in  
the event the contract and bond are not executed within the time above set forth as liquidated  
damages for the delay and additional expense to the Owner thereby.

In submission this bid, the bidder understands that the right is reserved by the Owner to reject any and all bids. If written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned within thirty (30) days after the opening thereof, or at any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver an agreement in the prescribed form and furnish the required bond within ten (10) days after the agreement is presented to him for signature.

Attached hereto is an affidavit in proof that the undersigned has not entered into a collusive agreement with any person in respect to this bid or any other bid or the submitting of bids for the contract for which this bid is submitted.

**Mathematical discrepancies:** Should a mathematical error be found in the products and sums of unit bid prices, the sum of products obtained by multiplying each quantity shown for each item by its unit price shall govern the true total. In the event the discrepancy is not resolved by the lowest qualified bidder and the Owner before an agreement is ready for execution within specified time, the Owner may reject bid in question with mathematical discrepancies and execute agreement with next lowest qualified bidder.

Estimated quantities contained in the bid form are given only for use in comparing bids and the Owner does not expressly or by implication represent that the final quantities will correspond therewith, but does call particular attention to the uncertainty of these estimated quantities which cannot be determined in advance. The quantities required to complete the work contemplated may be substantially greater or substantially less than those given in the bid form. The actual quantities and cost of the contract, which contains estimated quantities can only be determined after the work is completed.

By submitting a Bid, the bidder shall indicate knowledge of and agreement that the estimated quantities stated in the bid form may be substantially altered, added to, decreased or certain items of sections eliminated, and such changes shall not give the contractor any right to change the unit prices bid or claim loss of anticipated profits.

Respectfully submitted by: \_\_\_\_\_

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

Business Address: \_\_\_\_\_

**(SEAL) if bid is in a corporation**

# FORM OF SURETY GUARANTEE

## (TO ACCOMPANY BID)

KNOW ALL MEN BY THESE PRESENTS, that for an in consideration of the sum of \$1.00, lawful money of the United States of America, the receipt whereof is hereby acknowledged, paid the undersigned corporation, and for other valuable consideration, the

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

a corporation organized and existing under the laws of the State of \_\_\_\_\_, and licensed to do business in the State of \_\_\_\_\_, certifies and agrees, that if Contract \_\_\_\_\_ is awarded to \_\_\_\_\_,

\_\_\_\_\_  
(Name of Bidder)

the undersigned corporation will execute the bond or bonds as required by the Contract Documents and will become surety in the full amount of the Contract Price for the faithful performance of the Contract and for payment of all persons supplying labor or furnishing materials in connection therewith.

\_\_\_\_\_  
(SURETY)

(To be accompanied by the usual proof of authority of officers of surety company to execute the same).



## CERTIFICATE AS TO CORPORATE PRINCIPAL

I, \_\_\_\_\_, certify that I am the  
\_\_\_\_\_, Secretary of the Corporation names as  
Principal in the within bond; that \_\_\_\_\_, who  
signed the said bond on behalf of the Principal was then \_\_\_\_\_ of said  
Corporation; that I know his signature, and his signature thereto is genuine; and that said bond  
was duly signed, sealed, and attested to for and in behalf of said Corporation by Authority of  
his governing body.

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

\_\_\_\_\_  
(TITLE)

CERTIFICATION OF BIDDER REGARDING  
EQUAL EMPLOYMENT OPPORTUNITY  
USDHUD

Instructions

This certification is required pursuant to EO11246 (3)ER 12319-25. The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause, and if so, whether it has filed all compliance reports due under the applicable instructions.

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

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CERTIFICATION BY BIDDER

**BIDDERS NAME:** \_\_\_\_\_

**ADDRESS & ZIP CODE:** \_\_\_\_\_

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- 1 Bidder has participated in previous contract or subcontract subject to the Equal Opportunity Clause. YES \_\_\_\_\_ NO \_\_\_\_\_  
(IF YES, identify the most recent contract)
  
2. Compliance reports were required to be filed in connection with such contract or Subcontract. YES \_\_\_\_\_ NO \_\_\_\_\_  
(IF YES, identify the most recent contract)
  
3. Bidder has filed all compliance reports due under applicable instructions, including SF 100. YES \_\_\_\_\_ NO \_\_\_\_\_
  
4. If answer to item 3 is NO, please explain in detail on reverse side of this certification.

CERTIFICATION -- The information above is true and completed to the best of my knowledge and belief.

---

NAME AND TITLE OF SIGNER (Please Type)

---

/s/

---

DATE

AGREEMENT FOR DEMOLITION AND SITE CLEARANCE

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2018

by and between \_\_\_\_\_

( a corporation organized and existing under the laws of the State of \_\_\_\_\_ )

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

( partnership consisting of \_\_\_\_\_ )

( an individual trading as \_\_\_\_\_ )

hereinafter called the "Contractor", and THE CITY OF WILKES-BARRE,

hereinafter called the "Local Public Agency".

WITNESSETH that the Contractor and the Local Public Agency for the consideration stated herein mutually agree as follows: .

**ARTICLE 1. Statement of Work**

The Contractor shall furnish all supervision technical personnel, labor, materials, machinery, tools, equipment and services including utility and transportation and security services, and perform as described in "THE SCHEDULE OF

" in an efficient and workmanlike manner, all in strict accordance with the Contract Documents for Demolition and Site Clearance, including all Addenda thereto numbered \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_, dated \_\_\_\_\_, acting, and in these Contract Documents for Demolition and Site Clearance, referred to as the "Engineer."

**ARTICLE 2. The Contract Price**

The Local Public Agency will pay the Contractor for performance of the Contract, in current funds, subject to additions and deductions as provided in Section 107, CHANGES IN WORK, GENERAL CONDITIONS, PART I, the sum of \_\_\_\_\_ Dollars \$ \_\_\_\_\_), in addition to and above the value of such salvaged materials specified to become the property of the Contractor.

**ARTICLE 3. Contract**

The executed contract documents shall consist of the following:

- a. This Agreement
- b. Addenda
- c. Signed Copy of Bid
- d. Instructions to Bidders
- e. General Conditions
- f. Part I and II (and III)

THIS AGREEMENT, together with the other documents enumerated in this Article 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this Article 3, shall govern, except as otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in \_\_\_\_\_ original copies on the day and year first above written.

ATTEST:

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

ATTEST:

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

CITY CLERK

\_\_\_\_\_  
Contractor

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

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

\_\_\_\_\_

(Street, City, State, Zip Code)

THE CITY OF WILKES-BARRE  
Local Public Agency

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

By: \_\_\_\_\_  
CITY CONTROLLER

**CERTIFICATIONS**

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ of the corporation named as Contractor herein, that \_\_\_\_\_, who signed this Agreement on behalf of the Contractor, was then \_\_\_\_\_ of said corporation; that said Agreement was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

\_\_\_\_\_  
Corporate Seal

**PERFORMANCE AND PAYMENT BOND (OR BONDS)**

Following the Form of Agreement, insert the approved form of the statutory surety bond or bonds to insure the performance of the Contract and payment of labor and for materials. In addition to the corporation signatures or the surety company (ies) on the bond(s), each bond should be countersigned by the surety company's attorney-in-fact, authorized to act within the State in which the Project is situated.

## STANDARD GENERAL CONDITIONS

### 101. DEFINITIONS

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

- a. The term "Contract" means the Contract executed by the Owner and the Contractor, of which these GENERAL CONDITIONS form a part.
- b. The term "Owner" means the CITY OF WILKES-BARRE which is authorized to undertake this Contract.
- c. The "Contractor" means the person, firm or corporation entering into the Contract with the Owner to construct and install the Improvements embraced in this Contract.
- d. The term "Project Area" means the site of the Project within which are the specified Contract limits of the Improvements contemplated to be constructed in whole or in part of this Contract.
- e. The term "Engineer" means Butch Frati assigned person serving the Owner with engineering services, his successor, or any other person or persons, employed by said Owner for the purpose of directing or having in charge the Improvement work embraced in this Contract, the said Engineer acting directly or indirectly through any assistant Engineer having general charge of the work or through any assistant having immediate charge of a portion thereof limited by the particular duties entrusted to him.
- f. The term "Local Government" means the CITY OF WILKES-BARRE within which the Project Area is situated.
- g. The term "Contract Documents" means and shall include all documents incorporated. Herein as listed in the Specifications.
- h. The term "Drawings" means the drawings listed in the Schedule of Drawings.
1. The term "Technical Specifications" means the part of the Contract Documents which describes outlines and stipulates: the quality of materials to be furnished; the quality of workmanship required; and the methods to be used in carrying out the construction work to be performed under this Contract.

- j. The term "Addendum" or "Addenda" means changes, revisions or clarifications of the Contract Documents which have been duly issued by the Owner to prospective Bidders prior to the time of receiving Bids.
- k. The term "Salvage" means all building materials, equipment, appurtenances, and fixtures incorporated in the buildings and structures, and other equipment or appurtenances, unless specifically exempted, located on the Job Site, which the Contractor deems as having sufficient value to justify reclaiming.

## 102. SUPERINTENDENCE BY CONTRACTOR

- a. Except where the Contractor is an individual and gives his personal superintendence to the work, the Contractor shall provide a competent full time project superintendent, satisfactory to the Owner and the Engineer, on the work and project site at all times during working hours with full authority to act for him. The Contractor shall also provide an adequate staff for the proper coordination and expediting of his work. Prior to starting actual construction, the name of the full time project field superintendent shall be submitted for approval. It is intended herein that this project shall be bid with a full time superintendent who will remain at the project site.
- b. The Contractor shall lay out his own work and shall be responsible for all work executed by him under the Contract. He shall verify all figures, quantities, and elevations before proceeding with the work and ordering of materials and will be held responsible for any error resulting from his failure to do so.

## 103. SUBCONTRACTS

- a. The Contractor shall not permit any subcontractors to perform work included in this Contract until the Owner receives the following executed forms from the subcontractor: Certification of Non-segregated Facilities, Non-collusion Affidavit, Certification-EEQ, Exhibits E-1; E-2 & E-3, 1422 Certification, Fringe Benefit Compliance, Labor Union, and Payroll Clerk Authorization.
- b. No proposed subcontractor shall be disapproved by the Owner except for cause.
- c. The Contractor shall be as fully responsible to the Owner for the acts and omissions by his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly



employed by him.

- d. The Contractor shall cause appropriate provision to be inserted in all contracts relative to the work to require compliance by each subcontractor with the applicable provisions of the Contract for the Improvements embraced in the contract.
- e. Nothing contained in the Contract shall create any contractual relation between any subcontractor and the Owner.

#### **104. OTHER CONTRACTORS**

The Owner may award, or may have awarded other Contracts for additional work and the Contractor shall cooperate fully with such Contractors, by scheduling his own work with that to be performed under other Contracts as may be directed by the Owner. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor as scheduled.

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

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

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

If, through acts or neglect on the part of the Contractor, any other Contractor or any subcontractor shall suffer loss or damage on the work, the Contractor shall settle with such other Contractor or subcontractor 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 so sustained, the Owner will notify this Contractor, who shall defend at his own expense any suit based upon such claim, and, if any judgement or claims against the Owner shall be allowed, the Contractor shall pay or satisfy such judgement or claim and pay all costs and expenses in connection therewith.

#### **107. PROGRESS SCHEDULE**

- a. The Contractor shall submit for approval immediately after execution of the Agreement, a carefully prepared Progress Schedule, showing the proposed dates of starting and completing each of the various sections of the work, the anticipated monthly payments to become due the Contractor, and the

accumulated percent of progress each month.

- b. The Contractor shall submit to the Owner a breakdown of his estimated cost of all work, so arranged and itemized as to meet the approval of the Owner. This breakdown shall be submitted promptly after execution of the agreement and before any payment is made to the Contractor for the work performed under the Contract. After approval by the Owner, the unit prices established in the breakdown shall be used in estimating the amount of partial payments to be made to the Contractor.

## 108. PAYMENTS TO CONTRACTOR

### 1. PARTIAL PAYMENTS

- a. The Contractor shall prepare his requisition for partial payment as of the last day of the month and submit it, with the required amount of copies, to the Engineer for his approval. The amount of the payment due the Contractor shall be determined by adding to the total value of the work completed to date, the value of materials properly stored on the site and deducting (1) ten percent (10%) of the total amount, to be retained until final payment and (2) the amount of all previous payments. The total value of all work completed to date shall be based on the estimated quantities of work completed and on the unit prices contained in the Agreement. The value of the materials properly stored on the site shall be based upon the estimated quantities of such materials and the invoice prices. Copies of all invoices shall be available for inspection of the Engineer.
- b. Monthly or partial payments made by the Owner to the contractor are moneys advanced for the purpose of assisting the Contractor to expedite the work on construction. The Contractor shall be responsible for the care and protection of all materials and work upon which payments have been made until final acceptance of such work and materials by the Owner. Such payments shall not constitute a waiver of the right of the owner to require the fulfillment of all terms of the Contract and the delivery of all improvements embraced in this Contract complete and satisfactory to the Owner in all details.

### 2. FINAL PAYMENT

- a. After final inspection and acceptance by the Owner of all work under the Contract, the Contractor shall prepare his requisition for final payment which shall be based upon the carefully measured or computed quantity of each item of work at the applicable unit prices stipulated in the Agreement. The total amount of the final payment due the Contractor under this contract shall

be the amount computed as described above less all previous payments. Final payment to the Contractor shall be made subject to his furnishing the Owner with a release in satisfactory form of all claims against the Owner arising under and by virtue of his contract, other than such claims, if any, as may be specifically excepted by the Contractor from the operation of the release as provided under Section 113 hereof.

- b. The Owner, before paying the final estimate, may require the Contractor to furnish releases or receipts from all subcontractors having performed any work and all persons having supplied materials, equipment (installed on the Project) and services to the Contractor, if the Owner deems the same necessary in order to protect its interest. The Owner, however, may if it deems such action advisable make payment in part or in full to the Contractor without requiring the furnishing of such releases or receipts and any payments so made shall in no wise impair the obligation of any surety or sureties furnished under this Contract.
- c. Withholding of any amount due the Owner for "Liquidation Damages" shall be deducted from the final payment due the Contractor.

### 3. WITHHOLDING PAYMENTS

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

### 4. PAYMENTS SUBJECT TO SUBMISSION OF CERTIFICATES

Each payment to the Contractor by the Owner shall be made subject to submission by the Contractor of all written certifications required of him and his subcontractors.

## 109. CHANGES IN THE WORK

- a. The Owner may make changes in the scope of work required to be performed by the Contractor under the Contract of making additions thereto,

or by omitting work therefrom, without invalidating the Contract, and without relieving or releasing the Contractor from any of his obligations under the Contract or any guarantee given by him pursuant to the Contract provision, and without affecting the validity of the guarantee bonds. All such work shall be executed under the terms of the original Contract unless it is expressly provide otherwise.

- b. Except for the purpose of affording protection against any emergency endangering health, life, limb or property, the Contractor shall make no change in the materials used or in the specific manner of constructing and/or installing the Improvements or supply additional labor, services or materials beyond that actually require for the execution of the Contract, unless in pursuance of a written order from the Owner authorizing the Contractor to proceed with the change. No claim for adjustment of the Contract Price, will be valid unless so ordered.
- c. If applicable unit prices ARE contained in the agreement (established as a result of either a unit price bid or a Supplemental Schedule of Unit Prices) the Owner may order the Contractor to proceed with desired changes in the work, the value of such changes to be determined by the measured quantities involved and the applicable unit prices specified in the Contract; provided that in case of a unit price contract the net value of all changes does not increase or decrease the original total amount shown in the Agreement by more than twenty-five percent (25%) in accordance with the Section entitled Unit Prices, under INSTRUCTION TO BIDDERS.
- d. If applicable unit prices are NOT contained in the Agreement or if the total net change increases or decreases the total Contract Price more than twenty-five percent (25%) the Owner shall, before ordering the Contractor to proceed with desired changes, request an itemized proposal from him covering the work involved in the changes after which the procedure shall be as follows:
  - (1) If the proposal is acceptable the Owner will prepare the change order in accordance therewith for acceptance by the Contractor and
  - (2) If the proposal is not acceptable and prompt agreement between the two parties cannot be reached, the Owner may order the Contractor to proceed with the work on a cost-plus-limited basis. A cost-plus-limited basis is defined as the net cost of the Contractor's labor , materials and insurance plus fifteen percent (15%) of said net cost to cover overhead and profit, the total cost not to exceed a specified limit.

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

#### 110. CLAIMS FOR EXTRA COST

- a. If the Contractor claims that any instructions by Drawings or otherwise involve extra cost or extension of time, he shall, within ten days after the receipt of such instructions, and in any event before proceeding to execute the work, submit his protest thereto in writing to the Owner, stating clearly and in detail the basis of his objections. No such claim will be considered unless so made.
- b. Claims for additional compensation for extra work, due to alleged errors in ground elevations, contour lines, or bench marks, will not be recognized unless accompanied by certified survey data, made prior to the time the original ground was disturbed clearly showing that errors exist which resulted, or would result, in handling more material, or performing more work, than would be reasonably estimated from the Drawings and maps issued.
- c. Any discrepancies which may be discovered between actual conditions and those represented by the Drawings and maps shall at once be reported to the Owner and work shall not proceed except at the Contractor's risk, until written instructions have been received by him from the Owner.
- d. If, on the basis of the available evidence, the Owner determines that an adjustment of the Contract Price and/or Time is justifiable, the procedure shall be as provided in Section 109 hereof.

#### 111. TERMINATION: DELAYS AND LIQUIDATION DAMAGES

- a. **TERMINATION OF CONTRACT.** If the Contractor refuses or fails to prosecute the work with such diligence as will insure its completion within the time specified in these Contract Documents, or as modified as provided in these Contract Documents, the Owner, by written notice to the Contractor, may terminate the Contractor's right to proceed with the work. Upon such

termination, the Owner may take over the work and prosecute the same to completion, by contract or otherwise, and the Contractor and his sureties shall be liable to the Owner for any additional costs incurred by the Owner in its completion of the work and they shall also be liable to the Owner for liquidation damages for any delay in the completion of the work as provided below. If the Contractor's right to proceed is so terminated, the Owner may take possession of and utilize in completing the work such materials, tools, equipment, and plant as may be on the site of the work and necessary therefore.

- b. **LIQUIDATION DAMAGES FOR DELAYS.** If the work is not completed within the time stipulated in the Notice to Proceed, including any extensions for excusable delays, the Contractor shall pay to the Owner as fixed, agreed, and liquidated damages (it being impossible to determine the actual damages occasioned by the delay) Two Hundred Fifty Dollars (\$250.00) for each calendar day of delay, until such work is satisfactorily completed.
- c. **EXCUSABLE DAYS.** The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidation damages from any delays in the completion of the work due:
- (1) To any acts of the Government, including controls of restrictions upon requisitioning of materials, equipment, tools, or labor by reasons of war, National Defense, or any other national emergency;
  - (2) To any acts of the Owner;
  - (3) To causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, acts of another Contractor in the performance of some other contract with the Owner, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones, and other extreme weather conditions; and,
  - (4) To any delay of the subcontractor occasioned by any of the causes specified in subparagraphs (1), (2) and (3) of this paragraph "c".

Provided, however, that the Contractor promptly notify the Owner within ten (10) days in writing of the cause of the delay. Upon receipt of such notification the Owner shall ascertain the facts and the cause and extent of the delay.

If, upon the basis of the facts and the terms of this Contract, the delay is properly excusable, the Owner shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

## 112. ASSIGNMENT OR NOVATION

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

## 113. DISPUTES

- a. All disputes arising under this Contract of its interpretation except those disputes covered by FEDERAL LABOR STANDARDS PROVISIONS (see Exhibit "E"), whether involving law or fact or both, or extra work, and all claims for alleged breach of Contract shall within ten (10) days of commencement of the dispute be presented by the Contractor to the Owner for decision. All papers pertaining to claims shall be filed in quadruplicate. Such notice need not detail the amount of the claim but shall state the facts surrounding the claim in sufficient detail to identify the claim, together with character and scope. In the meantime, the Contractor shall proceed with the work as directed. Any claim not presented within the time limit specified in this paragraph shall be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within ten (10) days of its commencement, the claim will be considered only for a period commencing ten (10) days prior to the receipt by the Owner of notice thereof.
- b. The Contractor shall submit in detail his claim and his proof thereof. Each decision by the governing body of the Owner will be in writing and will be mailed to the Contractor by registered or certified mail, return receipt requested, directed to his last known address.

- c. If the Contractor does not agree with the decision of the Owner, he shall in no case allow the dispute to delay the work but shall notify the Owner promptly that he is proceeding with the work under protest and he may then except the matter in question from the final release.

#### 114. TECHNICAL SPECIFICATIONS AND DRAWINGS

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

#### 115. SHOP DRAWINGS

- a. All required shop drawings, machinery details, layout drawings, etc., shall be submitted to the Engineer in 4 copies for approval sufficiently in advance of requirements to afford ample time for checking, including time for correcting, resubmitting, and rechecking if necessary. The Contractor may proceed, only at his own risk, with manufacture or installation of any equipment or work covered by said shop drawings, etc., until they are approved and no claim, by the Contractor, for extension of the contract time will be granted by reason of his failure in this respect.
- b. Any drawings submitted without the Contractor's stamp of approval will not be considered and will be returned to him for proper resubmission. If any drawings show variations from the requirements of the Contract because of standard shop practice or other reason, the Contractor shall make specific mention of such variation in his letter of transmittal in order that, if acceptable, suitable action may be taken for proper adjustment of contract price and/or time otherwise the Contractor will not be relieved of the responsibility for executing the work in accordance with the Contract even though the drawings have been approved.
- c. If a shop drawing is in accord with the contract or involves only minor adjustment in the interest of the Owner not involving a change in contract price or time, the Engineer may approve the drawing. The approval shall be general, shall not relieve the Contractor from his responsibility for adherence to the contract or for any error in the drawing and shall contain in the



substance the following:

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

#### **116. REQUEST FOR SUPPLEMENTARY INFORMATION**

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

#### **117. MATERIALS AND WORKMANSHIP**

- a. Unless otherwise specifically provided for in the Technical Specifications, all workmanship, equipment, material and articles incorporated in the work shall be new and best grade of the respective kinds for the purpose. Where equipment, materials, articles or workmanship are referred to in the Technical Specifications as "equal to" any particular standard, the Engineer shall decide the question of equality.
- b. The Contractor shall furnish to the Owner for approval the manufacturer's detailed specifications for all machinery, mechanical and other special equipment, which he contemplates installing together with full information as to type, performance characteristics, and all other pertinent information as required, and shall likewise submit for approval as required full information concerning all other materials or articles which he proposes to incorporate in the work. (See Section 188 hereof.)
- c. Machinery, mechanical and other equipment, materials or articles installed or used without such prior approval shall be at the risk of subsequent rejection.
- d. Materials specified by reference to the number or symbol of a specific

standard, such as an A.S.T.M. Standard, a Federal Specification or other similar standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the Invitation for Bids, except as limited to type, class or grade, or modified in the Technical Specifications shall have full force and effect as though printed therein.

- e. The Owner may require the Contractor to dismiss from the work such employee or employees as the Owner or the Engineer may deem incompetent, or careless, or insubordinate.

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

- a. The Contractor shall submit all materials or equipment samples, certificates, affidavits, etc., as called for in the Contract Documents or required by the Engineer, promptly after award of the contract and acceptance of the Contractor's Bond. No such material or equipment shall be manufactured or delivered to the site, except at the Contractor's own risk, until the required samples or certificates have been approved in writing by the Engineer. Any delay in the work caused by late or improper submission of samples or certificates for approval shall not be considered just cause for an extension of the contract time.

Each sample submitted by the Contractor shall carry a label giving the name of the Contractor, the project of which it is tendered, and the name of the producer. The accompanying certificate or letter from the Contractor shall state that the sample complies with contract requirements, shall give the name and brand of the product, its place of origin, the name and address of the producer and all specifications or other detailed information which will assist the Engineer in passing upon the acceptability of the sample promptly. It shall also include the statement that all materials or equipment furnished for use in the project will comply with the samples and/or certified statements.

- b. Approval of any materials shall be general only and shall not constitute a waiver of the Owner's right to demand full compliance with Contract requirements. After actual deliveries, the Engineer will have such check tests made as he deems necessary in each instance and may reject materials and equipment and accessories for cause even though such materials and articles have been given general approval. If materials, equipment or accessories which fail to meet check tests have been incorporated in the work, the Engineer will have the right to cause their removal and

replacement by proper materials or to demand and secure such preparation by the Contractor as is equitable.

- c. Except as otherwise specifically stated in the Contract, the costs of sampling and testing will be divided as follows:
- (1) The Contractor shall furnish, without extra cost, including packing and delivery charges, all samples required for testing purposes, except those samples taken on the project by the Engineer;
  - (2) The Contractor shall assume all costs of re-testing materials which fail to meet contract requirements;
  - (3) The Contractor shall assume all costs of testing materials offered in substitution for those found deficient; and
  - (4) The Owner will pay all other expenses.

#### **119. PERMITS AND CODES**

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

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

- b. The Contractor shall, at his own expense, secure and pay to the appropriate department of the local Government the fees or charges for all permits for

street pavement, sidewalks, sheds, removal of abandoned water taps, sealing of house connection drains, pavement cuts, building, electrical, plumbing, water, gas and sewer permits required by the local regulatory body or any of its agencies.

- c. The Contractor shall comply with applicable local laws and ordinances governing the disposal of surplus excavation, materials debris and rubbish on or off the Project Area and commit no trespass on any public or private property in any operation due to or connected with the Improvements embraced in this Contract.

## 120. CARE OF WORK

- a. The Contractor shall be responsible for all damages to person or property that occur as a result of his fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance whether or not the same has been covered in whole or in part by payments made by the Owner.
- b. The Contractor shall provide sufficient watchmen, both day and night, including Saturdays, Sundays, and holidays, from the time the work is commenced until final completion and acceptance.
- c. In an emergency affecting the safety of life, limb, or property, including adjoining property, the Contractor, without special instructions or authorization from the Owner, is authorized to act at his discretion to prevent such threatened loss or injury, and he shall so act. He shall likewise act if instructed to do so by the Owner. Any compensation claimed by the Contractor on account of such emergency work will be determined as by the Owner as provide in Section 109 hereof.
- d. The Contractor shall avoid damage as a result of his operations to existing sidewalks, streets, curbs, pavement, utilities (except those which are to be replaced or removed), adjoining property, etc., and he shall, at his own expense, completely repair any damage thereto caused by his operations.
- e. The Contractor shall shore up, brace, underpin, secure, and protect as may be necessary, all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be in any way affected by the excavations or other operations connected with the construction of the Improvements embraced in this contract. The Contractor shall be responsible for the giving of any and all required notices to any adjoining or

adjacent property owner or other party before the commencement of any work. The Contractor shall indemnify and save harmless the Owner and the Engineer from any damages on account of settlements or the loss of lateral support of adjoining property and from all loss or expense and all damages for which the Owner and Engineer may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

## **121. ACCIDENT PREVENTION**

- a. The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property on or off the site which occur as a result of his prosecution of the work. The safety provisions of applicable laws and building and construction codes shall be observed and the Contractor shall take or cause to be taken such additional safety and health measures as the Owner may determine to be reasonably necessary. Machinery, equipment and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, Inc., to the extent that such provisions are not in conflict with applicable local laws.
- b. The Contractor shall maintain an accurate record of all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the Owner with reports concerning these matters.
- c. The Contractor shall indemnify and save harmless the Owner and Engineer from any claims for damages resulting from property damage, personal injury and/or death suffered or alleged to have been suffered by any person as a result of any work conducted under this contract.

## **122. SANITARY FACILITIES**

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

### 123. USE OF PREMISES

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

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

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

### 125. INSPECTION

- a. All materials and workmanship shall be subject to inspection, examination, or test by the Owner and the Engineer at any and all times during manufacture or construction and at any and all places where such manufacture or construction is carried on. The Owner and the Engineer shall have the right to reject defective material and workmanship or require its correction. Unacceptable workmanship shall be satisfactorily corrected. Rejected material shall be promptly segregated and removed from the Project Area and replaced with material of specified quality without charge therefor. If the contractor fails to proceed at once with the correction of rejected workmanship or defective material, the Owner may be contract or otherwise have the defects remedied or rejected materials removed from the Project Area and charge the cost of the same against any moneys which may be due the Contractor, without prejudice to any other rights or remedies of the Owner.
- b. The Contractor shall furnish promptly all materials reasonably necessary for any tests which may be required. (See Section 118 hereof.) All tests by the Owner will be performed in such manner as not to delay the work unnecessarily and will be made in accordance with the provisions of the Technical Specifications.

- c. The Contractor shall notify the Owner and Engineer sufficiently in advance of backfilling or concealing any facilities to permit proper inspection. If any facilities are concealed without approval or consent of the Owner and Engineer, the Contractor shall uncover for inspection and recover such facilities all at his own expense, when so requested by the Owner.

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

- d. Inspection of materials and appurtenances to be incorporated in the Improvements embraced in this Contract may be made at the place of production, manufacture or shipment, whenever the quantity justifies it, and such inspection and acceptance, unless otherwise stated in the Technical Specifications, shall be final, except as regards (1) latent defect, (2) departures from specific requirements of the Contract, (3) damage or loss in transit, or (4) fraud or such gross mistakes as amount to fraud. Subject to the requirements contained in the proceeding sentence, the inspection of materials as a whole or in part will be made at the Project Site.
- e. Neither inspection, testing, approval nor acceptance of the work in whole or in part, by the Owner or its agents shall relieve the Contractor or his sureties of full responsibility for materials furnished or work performed not in strict accordance with the Contract.

## 126. REVIEW BY OWNER

The Owner, its authorized representatives and agents and the representative for the Secretary (as defined under GENERAL CONDITIONS, PART II) shall, at all times have access to and be permitted to observe and review all work, materials, equipment, payrolls, personal records, employment conditions, material invoices, and other relevant data and records pertaining to this Contract, provided, however, that all instructions and approval with respect to the work will be given to the

Contractor only by the Owner through its authorized representatives or agents.

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

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

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

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

#### **129. INSURANCE**

- a. The Contractor shall carry or require that there be carried Workmen's Compensation Insurance for all his employees and those of his subcontractor's engaged in work on the site, in accordance with State or Territorial Workmen's Compensation Laws.
- b. The Contractor shall carry or require that there be carried Manufacturer's and Contractor's Public Liability Insurance with limits of not less than (\$1,000,000) to protect the Contractor and his subcontractors against claims for injury to or death of one, or more than one person, because of accidents which may occur or result from operations under the Contract; such insurance shall cover the use of all equipment, including but not limited to excavating machinery, trenching machines, cranes, hoists, rollers, concrete mixers, and motor vehicles, in the construction of the Improvements embraced in this Contract. Said insurance shall not contain any exclusions without the express approval of the Owner.



- c. The Contractor shall carry during the life of the Contract, Property Damage Insurance in an amount of not less than (\$500,000) to protect him and his subcontractors from claims for property damage which might arise from operations under the Contract. Said insurance shall not contain any exclusions without the express approval of the Owner.
  
- d. Before commencing work, the Contractor shall submit evidence, of the coverage required above to the Owner for review and approval. The policies shall be scheduled on approved form to be supplied by the Owner. The Owner will, in writing, identify the policies and indicate its approval and disapproval. New policies from other companies shall be provided in place of those disapproved. Such insurance shall be carried with financially responsible insurance companies, licensed in the State and approved by the Owner, and shall be kept in force until the Contractor's work is accepted by the Owner. Contracts of insurance (covering all operations under this contract) which expire before the Contractor's work is accepted by the Owner shall be renewed and evidence of such renewal shall be submitted to the Owner for its approval. Notwithstanding anything above, the Contractor will not be relieved of his obligation to carry all of the required insurance coverage under any circumstances.

All required insurance policies shall contain a provision that the coverages afforded under the policies will not be cancelled until at least fifteen (15) days prior written notice has been given to the Owner.

### 130. PATENTS

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

### 131. WARRANTY OF TITLE

No material, supplies, or equipment to be installed or furnished under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale, lease-purchase or other agreement by which an interest therein or in any part thereof is retained by the seller or suppliers. The Contractor shall warrant good title to all materials, supplies, and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same together with all improvements and appurtenances constructed or placed thereon by him to the Owner free from any claims, liens, or charges. Neither the Contractor nor any person, firm or corporation

furnishing any material or labor for any work covered by this Contract shall have any right to a lien upon any improvement or appurtenance thereon. Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor to recover under any bond given by the Contractor for their protection or any rights under any law permitting such persons to look to funds due the Contractor in the hands of the Owner. The provisions of this paragraph shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

**132. GENERAL GUARANTY**

Neither the final certificate of payment nor any provisions in the Contract nor partial or entire use of the Improvements embraced in this Contract by the Owner or the public shall constitute an acceptance of work not done in accordance with the contract or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the work and pay for damage to other work resulting therefrom which shall appear within a period of 12 months from the date of final acceptance of the work. The Owner will give notice of defective materials and work with reasonable promptness.

**133. IDENTIFICATION**

Contractor shall indemnify and hold harmless Owner and Engineer and their agents and employees from and against all claims, damages, losses and expenses including attorney fees arising out of or resulting from the performance of the work. In any and all claims against Owner or Engineer or any of their agents and employees by any employee of Contractor, and Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under the previous paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor under workmen's compensation acts, disability benefit acts, or other employees benefit acts.

**134. AVAILABILITY OF LANDS: PHYSICAL CONDITIONS: REFERENCE POINTS**

Owner shall furnish, not later than the date when needed by the Contractor, the lands upon which the Work is to be done, rights-of-way access thereto, and such other lands which are designated for the use of the Contractor. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by the Owner, unless otherwise specified in the Contract Documents. If Contractor believes that any delay in Owner's furnishing these lands or easements entitles him to an extension of the Contract Time he may make a claim therefor as provided in

paragraph 111 of General Conditions, Part 1. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

### 135. UNFORSEEN PHYSICAL CONDITIONS

Contractor shall promptly notify Owner and Engineer in writing of any subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents. Engineer will promptly investigate those conditions and advise the Owner in writing if further surveys of subsurface tests are necessary. Promptly thereafter, Owner shall obtain the necessary additional surveys and tests and furnish copies to Engineer and Contractor. If Engineer finds that the results of such surveys or tests indicate that there are subsurface or latent physical conditions which differ materially from those intended in the Contract Documents, and which could not have been anticipated by the Contractor, a Change Order shall be issued incorporating the necessary revisions.

## SPECIAL CONDITIONS FOR DEMOLITION AND SITE CLEARANCE

### 1. PROJECT SITE.

The project area of DEMOLITION is located at 39 South Fulton Street, Wilkes-Barre City, Luzerne County, Pennsylvania as shown on the project drawings.

### 2. TIME FOR COMPLETEION.

**Time is of the essence for this project. Work shall be commenced and fully completed within ten (10) days from the Notice to Proceed.**

### 3. RESPONSIBILITIES OF CONTRACTOR.

Except as otherwise specifically stated in the contract Documents and Technical Specifications, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, heat, power, transportation, superintendence, temporary construction or every nature, charges, levies, fees or other expenses and all other services and facilities of every nature whatsoever necessary for the performance of the contract and to deliver all Improvements embraced in this contract, complete in every respect within the specific time. The Contractor must be continuously on the site and must not leave the site, but have crews working at all permitted times. Failure to keep crews on site and working shall permit the City of Wilkes-Barre to terminate this Contract with no further amounts being due. Payment will be only made based on the work performed to that point as confirmed by the City's engineer. Contractor consents to the engineer's determination as to the amount due for work performed to that point.

### 4. COMMUNICATIONS

- a. All notices, demands, requests, instructions, approval, proposals and claims must be in writing.
- b. Any notice to or demand upon the Contractor shall be sufficiently given if delivered at the office of the Contractor stated on the signature page of Agreement (or at such other office as the contractor may from time to time designate in writing to the Owner), or if deposited in the United States mail in a sealed, postage pre-paid envelope, or via facsimile transmission.
- c. All papers required to be delivered to the Owner shall, unless otherwise specified in writing to the Contractor, be delivered to the City of Wilkes-Barre and any notice to or demand upon the Owner shall be sufficiently given if so delivered, or if deposited in the United States mail in a sealed, postage pre-paid envelope, or via facsimile transmissions to said Owner at such an address, or to such other representatives of the Owner or to such other address as the Owner may subsequently specify in writing to the Contractor for such purpose.
- d. Any such notice shall be deemed to have been given as of the time of actual delivery or in the case of mailing, when the same should have been received in

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due course of post, or in the case of telegrams, at the time of actual receipt, as the case may be.

- e. This section does not apply to decisions given pursuant to Section 113.b) of the Contract.

5. WORK BY OTHERS.

The following work will be done by others at no expense to the Contractor. However, per Section 3, it is the responsibility of the Contractor to inform these utility companies of the need for disconnecting their services at the property to be demolished. It is also the responsibility of the Contractor to obtain the necessary releases indicating that all service has been removed from these utility companies. The following is a list of utility companies and services they will perform without charge to the contractor:

PPL Utilities

- Disconnection electrical services, etc.  
1-800-342-5775

PG Energy

- Disconnection of gas services, etc.  
570-829-3461

Pennsylvania American Water Co.

- Disconnection of water services, etc.  
1-800-565-7292

Verizon

- Disconnection of services from building to pole, etc.  
1-800-660-7111

Service Electric Cable TV, Inc.

- Disconnection and removal of television cable lines.  
570-825-8508

Frontier Communications

- Disconnection of services, etc.  
1-800-225-5282

At the expense of the Contractor:

On Site: Repairs to utility lines necessary because of damage to lines by the Contractor.

6. MEASUREMENT OF QUANTITIES.

The quantities of work performed will be computed by the Engineers on the basis of measurements taken by the Engineer or his Assistants, and these measurements shall be final and binding.

7. NIGHT.

No work shall be done between the hours of 6:00 P.M. and 7:00 A.M.

8. ENGINEER'S OBSERVATIONS.

The Engineer shall give the Contractor all desired assistance in interpreting specifications, drawings, or written instructions. Such assistance shall not relieve the Contractor from any responsibility for the work or changes in contract guarantees, and any work that proves faulty shall be made right by the Contractor.

9. INTERPRETATION OF DRAWINGS AND SPECIFICATIONS.

The Engineer's decision shall be conclusive as to the true intent and meaning of the drawings and specifications. Instructions and information, other than drawings or specifications, shall not be recognized unless confirmed in writing. This applies to instructions and information given both while estimating and after contract is awarded.

10. PREVENTION OF ENVIRONMENTAL POLLUTION AND PRESERVATION OF PUBLIC NATURAL RESOURCES.

The Contractor shall adhere to the provisions of the Pennsylvania Act No. 247 of 1972 relating to the prevention of environmental pollution and the preservation of public and natural resources:

11. EROSION CONTROL.

The Contractor's special attention is directed to the requirements of:

- a. Act No. 394, approved June 22, 1937, P.L. 1987, The Clean Streams Law, as amended.

- b. Department of Environmental Resources, Title 25, Rules and Regulations, Chapter 102, Erosion Control.
- c. Pennsylvania Fish & Motor Boat Laws, Chapter VIII, Section 200, Pollution of Water Prohibited.
- d. The several sections of the Contract Documents pertaining to erosion control.

Pertinent provisions relating to this Contract which should be considered include the following:

- a. The discharge of sewage or industrial waste or any substance into the water of the Commonwealth of Pennsylvania, which causes or contributes to pollution, is declared to be against public policy and to be a public nuisance.
- b. All earthmoving activities (including excavation) within the Commonwealth shall be conducted in such a way as to prevent accelerated erosion and the resulting sedimentation. The control measures to be undertaken by the Contractor to prevent erosion and sedimentation must be set forth in a plan which must be available at all times at the project site.
- c. Depending on the Contractor's schedule and method of operation and in addition to the Contract Documents, the Control Plan shall include the applicable portions of Paragraph 102.22 Control Measures and Paragraph 102.23 Control Facilities Chapter 102 of the above noted D.E.R. Rules and Regulations. These might include, but not be limited to Limiting Exposed Areas, Stabilization and Sedimentation Basins.

~~The provisions of the above-noted Laws, Regulations and Contract Documents are not~~ limited to those outlined above, and the Contractor shall familiarize himself with all of the provisions of the above-noted Laws, Regulations and Contract Documents.

## 12. CONSTRUCTION SCHEDULE.

Within ten (10) days after execution of the Agreement, the Contractor shall prepare and submit to the Owner, a detailed work progress schedule of the work to be performed, indicating locations, proposed dates of commencement and completion of each area, section or unit of the work required under the Contract Documents, and the anticipated amount of each payment that will become due to the Contractor in accordance with the progress schedule. Contractor shall incorporate the priority area of the progress schedule. Contractor shall incorporate the priority area of work as outlined hereinafter under the General Requirements into his progress schedule.

## 13. AIR POLLUTION CONTROL ACT.

The Contractor's special attention is directed to the requirements of the Air Pollution Act of January 8, 1960, P.L. No. 2119, as amended. Pertinent provisions relating to this contract which should be considered include the following:

1. No open burning shall be permitted in the Scranton/Wilkes-Barre Air Basin.
2. Open burning outside the Scranton/Wilkes-Barre Air Basin shall be prohibited as such burning creates air pollution.
3. Open burning outside the Scranton/Wilkes-Barre Air Basin shall be prohibited as such burning creates air pollution.

Provisions of the Act are not limited to the above, and the Contractor shall familiarize himself with all provisions of the Act.

14. FEDERAL OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970.

The Contractor shall adhere to the provisions of the Federal Occupational Safety and Health Act of 1970, throughout the total time of project construction phase.

15. UTILITY RECORDS AND REQUIREMENTS ACT 287 COMPLIANCE.

All bids to be received from Contractor shall be expressly conditioned upon acceptance by Contractor of the mandates and conditions of Act 287 of the Commonwealth of Pennsylvania, all of such bids to be deemed to include any costs which may be incurred in compliance with the said mandates of the said Act 287.

16. MATERIALS TESTING.

The Engineer or Owner shall select any independent testing laboratory to perform such on site testing of materials and workmanship as is required by these specifications. This testing shall be at the direct expense of the Owner with the laboratory being engaged by the Engineer or Owner. All items in these Special Conditions not included for payment in the various bid items shall be included in related payment unit prices.

17. RELEASE OF BUILDINGS.

- a. The Contractor's attention is called to the fact that all of the buildings set forth to be demolished will be released to the Contractor and are to be demolished in accordance with the time for completion set forth in the Notice to Proceed.
- b. The Contractor shall have no claim against the Owner for delays in receiving parcels for demolition and site clearance. No payments or compensation of any kind shall be made to the Contractor for damages because of any delays or cancellation of any part of this contract for any reason whatsoever.



## **Demolition:**

1. Before starting demolition, the contractor shall check to determine that all utility services, such as water, gas, electricity, and telephone have been disconnected by service mains in accordance with the rules and regulations governing the utility involved. Securely seal all sewer laterals at inside of curb, unless not permissible because of physical obstruction.
2. Sewer laterals shall be plugged by using a heavy consistency concrete poured into line or trap inside first section inside curb. All plugging shall be inspected and approved by the Bureau of Economic and Community Development inspector, or Wilkes-Barre City Building Inspector. If under the sidewalk, the Contractor shall at his own expense, dig down to service line for plugging and repair the sidewalk. The Contractor shall locate and mark on the sidewalk or curb, the sanitary sewer service lateral. Upon completion of marking, the City Bureau of Engineering shall be notified in writing the address and approximate location of the mark referenced to a permanent point. This data is required for all service laterals found on the property either before or during the demolition process being that more than one lateral may be present in a particular building
3. Barriers shall be erected and maintained by the Contractor around all operations and openings in the ground as long as such operations or openings shall, in the opinion of the City of Wilkes-Barre constitute a hazard or dangerous condition. These barricades shall be a solid panel railing not less than 5' high, and plainly posted with danger warning and "Keep Out" signs.
4. The Contractor shall furnish, erect and maintain "Danger" and "Keep Out" signs at places and locations where such signs are warranted, or as directed by the City of Wilkes-Barre. Such signs are to be sufficiently illuminated if desired by the City of Wilkes-Barre.
5. The Contractor shall demolish structures in such a manner as to avoid hazards to persons and property, interference with the use of the adjacent property, and interruption of free passage to and from such property.
6. Before beginning demolition operations, the Contractor shall pump out and clean, in a sanitary manner, all wells and cesspools within the areas to be cleared; and after disinfecting them as may be required by the Wilkes-Barre Health Department, shall fill them to adjacent ground level in the manner hereinafter prescribed for backfilling.

7. Demolish and remove completely all building structures, vaults, steps, well tanks above or below ground, fences, guard posts, floor slabs on ground, sidewalks within the lot lines, foundations, and any other construction. Buildings facing streets shall not be demolished before all windows are deglazed to prevent accidents caused by flying glass.
8. Burning of any material whatsoever is prohibited.
9. The use of cables or wrecking ball is prohibited on all demolition sites, except to break up sub-floors.
10. Curbs, public sidewalks outside the lot line, and street pavings are not to be disturbed. All curbs, public sidewalks, and street paving damaged or disturbed by the Contractor shall be restored by the Contractor to a satisfactory and safe condition, at least equal to that existing at the start of the work.
11. The Contractor shall prevent or control all dust which may result from any demolition operation by the use of water, including, if necessary, the use of booster pumps adequate to supply water to the point of origin of the dust to the satisfaction of the City of Wilkes-Barre.
12. The Contractor shall not close or obstruct any streets, sidewalks, alleys or passageways, unless specifically authorized. No materials whatsoever shall be placed or stored in streets, alleys or passageways. The contractor shall conduct his operations so as to interfere as little as possible with the use ordinarily made of any roads, streets, driveways, alleys, sidewalk facilities, etc., hereafter to the work to be affected thereby.
13. The demolition of any structure shall be complete, and all foundations as well as all other subsurface areas within the limits of this contract shall be completely removed before any backfilling operations may be started.
14. Party walls shall not be removed below the level of walls of adjacent structures that are to remain. Any party walls left standing shall be capped in a manner satisfactory to the City of Wilkes-Barre. All plaster shall be removed and walls made weather-tight.
15. The Contractor shall leave contiguous buildings in a safe condition and shall not deface, mar, hurt, or jeopardize any adjacent buildings, and any damage done to such

adjacent or nearby building shall be repaired or restored by the Contractor to the satisfaction of the City of Wilkes-Barre.

16. In the demolition of buildings, other than buildings of wood frame construction, one story at a time shall be completely removed. No wall, chimney, or other construction shall be allowed to fall in mass on an upper floor. Bulky material, such as beams and columns, shall be lowered and not allowed to fall.
  - a. Chutes for the removal of materials and debris shall be provided in all such parts of demolition operations that are more than 20 feet above the point where the removal of material is affected.
  - b. Such chutes shall be completely enclosed. They shall not extend in an unbroken line for more than 25 feet, but shall be equipped at intervals of 25 feet or less with substantial stops to prevent descending material from attaining dangerous speeds.
  - c. The bottom of each chute shall be equipped with a gate or stop, with suitable means for closing or regulating the flow of material.
  - d. Chutes, floors, stairways and other places affected shall be sprinkled sufficiently to keep down the dust.
17. All foundations shall be removed regardless of evaluation or location. All basement partitions, furnaces, heating apparatus, piping, underground storage facilities, in accordance with DER regulations, miscellaneous fixtures, and stairways shall be removed from the area of demolition.
18. All foundation basement walls, floors, and footers shall be removed. When basement walls and basement partitions are used as backfill, it shall be spread out over the site in an even layer, when incorporated with finer material as not to leave any voids. No masonry material larger than six inches through its largest dimension or more than twelve inches long will be permitted in the backfill on the demolition area.
19. The backfill for each building shall consist of clean earth, free from any demolition debris. The top six inches of backfill shall consist of clean earth, free from organic material, paper, glass, wood or metal. The backfill shall be brought up to the original grade of the ground adjacent to the structure and any open lot.

20. All demolition work shall be performed by employees of the Contractor or by employees of an approved subcontractor. Every employee of the Contractor or subcontractor shall at all times wear on his person, plainly visible a badge showing the name of the employer and the name of the employee. This information may be typed or plainly written in ink. In order that prompt City of Wilkes-Barre approval may be given to the Contractor's certified payrolls, full cooperation shall be given to the City of Wilkes-Barre Site Inspector in checking the identities of the employees. No worker shall be allowed to work on the site unless he is properly identified.
21. Blasting shall not be permitted except on prior written permission of the City of Wilkes-Barre for each case and only after obtaining and submitting to the City of Wilkes-Barre all necessary permits thereof.
22. Sidewalks, bridges and covered walkways shall be provided where necessary to protect pedestrian traffic in accordance with Article 30 of the 1990 BOCA Code and at the discretion of the City of Wilkes-Barre.
23. All trees and shrubbery shall not be damaged or removed, unless such removal is authorized by the City of Wilkes-Barre. The provision applies only to trees, stumps, and shrubbery within the lot lines of the properties specifically included in this Contract. Trees and shrubs on public streets shall not be damaged. If damaged, replacement costs will be charged to the Contractor.
24. The Contractor may offer for sale materials resulting from the demolition under this Contract and such materials only. No materials shall be brought to the site for resale.
25. No backfill shall be done until the City of Wilkes-Barre has approved the site. That is once all foundations, etc. have been removed, and the site is ready for backfilling, the City of Wilkes-Barre shall first inspect and approve the site area prior to the beginning of backfill operations.
26. No combustible material shall be permitted to accumulate on the site. It shall be removed daily as it is produced. The inspector is empowered to stop all operations if in his opinion more than one day's accumulation is stored. Also, unacceptable material for backfill shall be removed daily and not be stored at the site in unsightly mounds.
27. When the Contractor enters upon properties no owned by the City of Wilkes-Barre, he shall obtain permission from the owner thereof and on completion of any work

shall leave the property clean and free of any kind of debris and shall repair any damage to property which may have been caused by his work or by his employees.

28. Wherever joist holes, or any other breaks or depressions in remaining walls, are caused by the separation there from of joists, beams, roofs, walls or any other parts of demolished structures which had been built into, or had been joined to remaining walls, said holes, depressions or other irregularities shall be filled and repaired with approved brick and cement mortar, the whole of such repaired areas to be satisfactorily cement mortar and said wall made watertight.
29. Should demolition of a building reveal a party wall of an adjoining building not to be demolished, which is not full width of proper masonry as required by regulations, the contractor shall fill in such area gable or opening to make the remaining party wall conform with regulations and be weather tight. Any repairs to the roof and flashing necessary shall be included in the contract. Where party walls are left standing and their capping has been disturbed by the Contractor's operations, the latter shall restore the capping to its former condition or as directed by the City of Wilkes-Barre.
30. All operations in connection with demolition shall be completed in a workmanlike manner acceptable to the Bureau of Economic and Community Development and the City of Wilkes-Barre Building Inspector. Remove individually and lower carefully structural steel, cast iron, or heavy timbers.
31. Whenever in the process of dismantling a structure the existence of a mine shaft or other crevice is encountered, it shall be brought to the attention of the City of Wilkes-Barre and the sealing and capping of such opening shall be as directed by the City of Wilkes-Barre on the basis of a negotiated contract extra above the contract. In general, all openings over five feet by five feet shall be capped with a reinforced concrete slab not less than 12" thick and consisting of sufficient steel reinforcement to sustain a superimposed load of 150lbs. per sq. ft. Openings less than the above shall be filled in with rock in size of not less than 4' x 8' or more than 12' x 24' and shall be chinked in with wedge stones and clean earth and well puddled to produce a well compacted unyielding surface.
32. All openings as described above shall be well barricaded with a solid panel railing not less than 8' high and plainly posted with danger and warning signs.
33. The successful bidder, to whom the contract is awarded, agrees hereby to indemnify and save harmless the members of the Bureau of Economic and Community Development and of the City of Wilkes-Barre, and any of its employees, from all

suits, actions or claims of any character, time and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property by or from the successful bidder of, by, or in consequence of any neglect in safeguarding the work or in the performance of the work, or through defective workmanship or materials, or, by, or on account of any act, omission, or misconduct of the successful bidder or any of his representatives, servants or employees.

34. Vaults under sidewalks shall be filled as follows: the paving and any supporting arches shall be removed and broken up as specified or removed from the site. Any floor slabs encountered shall be broken up as specified for cellar floors. All necessary permits shall be obtained and paid for and presented to the Inspector for examination. Vaults shall be filled to within two feet of the elevation of the sidewalk with the same materials as used in cellars or clean earth fill. The top two feet of fill shall consist of four inches concrete paving on a four inch bed of 2 B Modified, well tamped or rolled. The space under the cinders shall be filled with approved clean earth.
35. The Contractor shall remove any refuse or other material of any kind upon request by the City of Wilkes-Barre from the sites covered by this Contract, including the surface of vacant lots. Upon completion of the work, the sites shall be free of debris except material used for backfilling cellars. The Contractor shall not deposit any material, debris, or backfill on any lots not specifically included in this Contract or specifically approved by the City of Wilkes-Barre.
36. All operations in connection with backfilling and grading shall be performed and completed in such a manner as will insure proper drainage. The Contractor shall remove any refuse or other material of any kind from the site, including the surface of vacant lots in the project. Upon completion, the site shall be clear of all bricks, stone or concrete above the sidewalk or near level and as specified herein. Contractor shall erect a wooden fence around the entire property.
37. The Contractor shall obtain the signature of the Building Inspector on the permits for all buildings that adjoin party walls that are to remain indicating that he approves the condition of the party wall.
38. All regulations as outlined in the Environmental Protection Agency's "National Standards for Hazardous Air Pollutants – Asbestos Standards As They Relate To The Demolition Industry," as they relate to this project will be followed as outlined in Exhibits 48A and 48B.

39. The Contractor shall not be entitled to periodical, monthly or final payments unless the payroll forms and certificates required here under (specifically including Section 208) have been satisfactorily completed and furnished to the City of Wilkes-Barre.
40. In accordance with pages 25-35, weekly payrolls indicating employees, hourly rate, total wages, etc., are to be furnished to the City of Wilkes-Barre the week following the subject payroll week.

## GENERAL REQUIREMENTS

This construction project shall consist of a General Construction Contract only. The "Owner" as used in these specifications means the City of Wilkes-Barre.

### 1. SUBMISSIONS.

After the award of the Contract, the Prime Contractor shall submit to the Owner and Engineer the following data for approval:

- A. Certificates of Insurance as required.
- B. Stipulation against liens.
- C. List of all major subcontractors.
- D. List of all major suppliers of materials and equipment.
- E. A job progress schedule.

### 2. USE AND OCCUPANCY.

The Owner reserves the right of full or partial occupancy upon final completion of any area.

The Owner reserves the right at all times to deliver, place and install other work equipment, etc., as the work progresses, as long as there is no interference with the Contractors.

Such preliminary occupancy shall not be construed as acceptance of such occupied portions of the work, nor shall it prejudice the Owner's right to reject unsatisfactory work or to withhold acceptance until directed corrective work is completed.

### 3. JOB MEETINGS.

The Owner's representatives will meet at regularly scheduled intervals with the representatives of the Contractor for purposes of expediting and coordinating the work.

### 4. AS-BUILT DRAWINGS.

After the project is completed and before final inspection, the general contractor shall prepare and submit to the Owner and Engineer, the complete sets of "As-Built Drawings" (marked prints). Drawings shall incorporate all changes, revisions, etc., to

### 5. TESTS.

- A. The Contractor shall make tests of his workmanship as required by the Building Code, State or Municipal Laws, or as directed in the Specifications by the Owner and Engineer. All expenses attached to such tests shall be borne by the



Contractor. Records of these tests shall be furnished to the Owner through the Engineer.

- B. Unless otherwise noted, any tests required of materials to be incorporated into the project shall be done by an independent testing laboratory approved by the Owner and Engineer and will be at the expense of the Owner.

6. ADDITIONAL SPECIFIC RESPONSIBILITIES OF THE CONTRACTOR.

- A. Protect existing roadways and sidewalks from damage by heavy equipment and make any necessary repairs without cost to the Owner. Existing roadways shall be kept free of mud, dust, and debris, and shall be kept open at all times for access to buildings presently served by this are.
- B. Always protect excavation, trenches, buildings, etc., from rainwater, spring or ground water, backing up of drains and sewers, and any other water; provide pumps, equipment and enclosures to assure this protection.
- C. Construct and maintain any necessary temporary drainage; do pumping necessary to keep excavations and low areas water free.
- D. Provide and maintain guard lights and barricades on any obstructions in roadways and/or sidewalks, and at trenches, pits or other excavation areas.
- E. Provide constant protection against rain, wind, storms, frost or heat so as to maintain work, materials, apparatus, fixtures and equipment free from imre or damage. At end of day's work, cover work likely to be damage.
- ~~F. If required, remove all snow and ice as may be necessary for safety and proper execution of the work.~~
- G. Protect all newly installed work against physical damage. (i.e., newly poured sidewalks).
- H. Remove work damaged by failure to provide protection and replace with new
- I. Furnish, install and maintain temporary enclosures and fences, as may be required in order to protect the project area or portions thereof against entrance by unauthorized persons.
- J. Provide temporary service of all utilities to residents without interruption at all times.
- K. Provide temporary access to all private properties at all times.

7. TEMPORARY WATER AND ELECTRIC POWER.

The temporary water and electric power required during demolition will be the responsibility of the Contractor. He shall arrange and pay for (with the respective utility) all installation, maintenance, and removal of same when no longer required. All meters (either valve or electric) will be in the name of the Contractor and he shall pay the respective bills.

8. UTILITIES.

- A: It shall be the Contractor's responsibility to coordinate the installation of all new utilities with the work of this contract. No excavations shall be made prior to having respective utility companies mark in the field locations of their lines and structures.
- B: The Contractor shall protect all utilities and shall be responsible for reporting any damage caused to the respective utility by the work of this contract. In the event that utilities are damaged as a result of the work of the Contract, the Contractor shall reimburse the respective utility company for all repairs, and be responsible for any and all damages to private property. Contractor shall use caution when excavating near shallow utility liens and valves to avoid any damages. Contractor shall dig test pits as necessary to verify utility locations. Cost of digging test pits shall be included in the unit price of work item requiring excavation for each work item as it is undertaken.

9. SIGNS. (If Requested by Owner).

- A. The Contractor shall construct and maintain on the site of the Project, at a location to be designated by the Owner, two 4' x 8' minimum size signs in accordance with a detail drawing to be furnished by Engineer. The sign

-----10. TECHNICAL SPECIFICATIONS FOR DEMOLITION AND SITE CLEARANCE.-----

A. PROCEDURE.

1. The Contractor shall first concentrate his demolition operation in the area to be designated by the City of Wilkes-Barre and complete his work as soon as possible. Determination of sequence of property to be demolished shall be determined by the City of Wilkes-Barre.
2. This work shall be prosecuted in strict accordance with the covenants, terms, and conditions in this property, as well as with all rules and regulations, codes and laws, Federal, State and Municipal, as may govern such operations.
3. It is mutually understood and agreed that the Contractor bids on this work as is, and that between the time of bidding and the time of actual possession of the properties by the Contractor, the City of Wilkes-Barre will not be held responsible for the loss for whatever cause, and/or materials which may have disappeared from the sites of demolition.

4. Before proceeding with any work, the Contractor shall secure all necessary permits, and submit receipts to the Bureau of Economic and Community Development of the City of Wilkes-Barre.
5. The Contractor shall not commence any work, nor shall he remove any materials from the site until the contract has been awarded and the Contractor has received a written "Notice to Demolish".
6. Upon "Notice to Demolish", the Contractor shall remove the padlocks and hasps and return them in good condition to the City of Wilkes-Barre. Suitable barriers shall then be erected with danger signs.
7. The Contractor will then proceed at once with the removal of the structures released to him and perform the work in such order as the City of Wilkes-Barre in its discretion may require.
  - A. The selling of structures by the demolition contractor is not permissible unless: (1) such sale is specifically for in the terms of the contract; (2) the structures are specifically listed in the appropriate section of the contract documents and technical specifications detail the manner of removal by document approved by the City of Wilkes-Barre; and (3) the contract price reflects the value of the structures permitted to be sold by the contractor. In no case may the sale of structures be used to permit demolition or removal under conditions other than those contained in the contract for demolition and site clearance.
  - B. No person, not on the Contractor's or approved subcontractor's payroll, may be allowed on the site or engage in work covered by the contract. Such persons will be considered to be "trespassing" unless their presence has been approved by the City of Wilkes-Barre.
8. Verbal instructions given by any of the officers, agents, employees, or members of the City of Wilkes-Barre shall not be binding upon the City of Wilkes-Barre. Instructions must be in writing only.
9. Typically, no work shall be performed between the hours of 6:00 P.M. and 7:00 A.M., prevailing time, Sunday through Saturday. !

**CERTIFICATION OF INDEPENDENT CONTRACTORS  
AUTHORITY TO EXECUTE CONTRACTS**

This is to certify that \_\_\_\_\_ is a

\_\_\_\_\_ and the undersigned representative(s) is/are  
*partnership, individual owner, corporation*

authorized to legally execute contracts in the name of \_\_\_\_\_  
*Name of Firm*



**FOR A PARTNERSHIP OR INDIVIDUAL OWNER**

**CONTRACTOR:** \_\_\_\_\_

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

**BY:** \_\_\_\_\_  
*SIGNATURE AND TITLE* (SEAL)

**BY:** \_\_\_\_\_  
*SIGNATURE AND TITLE* (SEAL)



**FOR A CORPORATION**

**CONTRACTOR:** \_\_\_\_\_  
*INCORPORATED NAME* (CORPORATE SEAL)

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

**PRESIDENT:** \_\_\_\_\_ /S/

**SECRETARY:** \_\_\_\_\_ /S/

**ADMINISTRATION SUPPLEMENTARY GENERAL CONDITIONS  
FOR INDEPENDENT CONTRACTORS**

**Sec. 100: DEFINITIONS (as used in this agreement)**

INDEPENDENT CONTRACTOR means an entity, whether public or private which enters into an agreement with the CITY to provide services or supplies (other than standard commercial supplies, office space, or printing services).

**SEC. 101: DOCUMENTATION AND RECORD-KEEPING**

**Retention of Records:**

The Independent Contractor shall retain all records pertinent to expenditures incurred under this Agreement for a period of four (4) years after the termination of all activities funded after this Agreement. Records for non-expendable property acquired with funds under this contract shall be retained for four (4) years after the disposition of such property. Records for any displaced person must be retained and must be kept for four (4) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until the completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

**SEC. 102: REPORTS AND INFORMATION**

At such times and in such forms as the CITY such statements, records, reports, data and information, as the CITY may request pertaining to matters covered by this Agreement.

**SEC. 103: AUDITS AND INSPECTIONS**

At any time during normal business hours and as often as the CITY, Commonwealth of Pennsylvania and/or the Comptroller General of the United States may deem necessary, there shall be made available to the CITY, Commonwealth of Pennsylvania and/or representatives of the Comptroller General for examination, all of its records with respect to all matters covered by this Agreement and will permit the CITY, Commonwealth of Pennsylvania and/or representatives of the Comptroller General to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

**SEC. 104: CONFLICT OF INTEREST**

**A) Interest of Members of CITY**

No officer, employee, or agent of the CITY who exercises any functions or responsibilities in connection with the planning and carrying out of the activity, or any other person who exercises any functions or responsibilities in connection with the activity during his tenure or for one year thereafter, shall have any personal financial interest, direct or indirect, in this Agreement.

**B) Interest of Contractor and Employees**

The Independent Contractor covenants that no person who presently exercises any function or responsibilities in connection with the activity has any personal financial interest direct or indirect, in this Agreement. The Independent Contractor

further covenants that he presently has no interest and shall not acquire any interest, direct or indirect, in the activity area or any parcels therein, which would conflict in any manner or degree with the performance of his services hereunder. The Independent Contractor further covenants that in the performance of this Agreement, no person having any conflict of interest shall be employed. Any interest on the part of the Independent Contractor or his employees must be disclosed to the CITY. Provided, however, that this paragraph shall not be interpreted in such a manner so as not to unreasonably impede the requirement that maximum opportunity be provided for employment of and participation by residents of the area.

**SEC. 105:**

**EQUAL OPPORTUNITY REQUIREMENTS/EXECUTIVE ORDER 11246**

A) During the performance of this Agreement, the SUBRECIPIENT agrees as follows:

- 1) The Independent Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Independent Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Independent Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 2) The Independent Contractor will, in all solicitation or advertisements for employees placed by or on behalf of the Independent Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin or family status.
- 3) The Independent Contractor will send to each labor union or representatives of workers with which he has a collective bargaining agreement or other agreement or understanding, a notice to be provided advertising the said labor union or workers representatives of the Independent Contractor commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 4) The Independent Contractor will comply with all provisions of EO 11246 of September 24, 1965, and by rules, regulations, and relevant orders of the Secretary of Labor.
- 5) The Independent Contractor will furnish all information and reports required by EO 11246 of September 24, 1965, and rules, regulations, and orders of the Secretary of Labor or pursuant thereto, and will permit the access to his books, records, and accounts by the CITY and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 6) In the event the Independent Contractor is in noncompliance with the nondiscrimination clauses of this Agreement or any of the said rules, regulations, or orders, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Independent Contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with the procedures authorized in EO

11246 dated September 24, 1965 or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7) The Independent Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) above and paragraph B below in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor, issued pursuant to Section 204 of EO 11246 of September 24, 1965, so that such provisions will be binding upon each contractor or vendor. The Independent Contractor will take such action with respect to any subcontract or purchase order as the CITY may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided, however, that in the event a Independent Contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such discretion by the CITY, the Independent Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**B) Nonsegregated Facilities:**

The Independent Contractor certifies and covenants that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. As used in this paragraph, the term "segregated facilities" means any waiting room, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or because of habit, local custom, or otherwise.

**SEC. 106: COPELAND "ANTI-KICKBACK ACT"**

A) Compliance with Copeland Regulations 29 CFR Part 3. The Independent Contractor shall comply with the Copeland Regulations (29 CFR Part 3) of the Secretary of Labor which are herein incorporated by reference.

B) Subcontracts. The Independent Contractor will insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (5) and (7) and such other clauses as the CITY may require and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that any in turn be made.

C) Agreement Termination - Debarment. A breach of Section 102 and 103 may be grounds for termination of the Agreement, and for debarment as provided in 29 CFR 5.6.

**SEC. 107: COPYRIGHTS**

If this Agreement results in a book or other copyright material, the author is free to copyright the work, but the CITY reserves a royalty-free nonexclusive, and irrevocable license to reproduce, publish, or otherwise, and to authorize others to use, all copyrighted material and all material which can be copyrighted.

Congress, as certified in Exhibit "H".

#### SEC. 112 - CLEAN AIR ACT

Notwithstanding any other provision, the I/C agrees to comply with the Clean Air Act, as amended (42 USC 1857 et seq.), and the standards issued pursuant thereto, in facilities which are involved in the activities receiving assistance.

#### SEC. 113 - FEDERAL WATER POLLUTION CONTROL ACT

Notwithstanding any other provision, the I/C agrees to comply with the Federal Water Pollution Control Act (33 USC 1251 et seq.), as amended, and the standards issued pursuant thereto.

#### SEC. 114 - LEAD-BASED PAINT HAZARD

Notwithstanding any other provision, the I/C agrees to comply with the regulations issued by the Secretary of Housing and Urban Development set forth in 37 FR 22732-2 and all applicable rules and orders issued thereunder which prohibit the use of lead-based paint in residential structures undergoing Federally-assisted construction or rehabilitation and require the elimination of lead-based paint hazards. Every contract or subcontract, including painting, pursuant to which such Federally assisted construction or rehabilitation is performed, shall include appropriate provisions prohibiting the use of lead-based paint.

#### SEC. 115 - FLOOD DISASTER PROTECTION

This Agreement is subject to the requirements of the Flood Disaster Protection Act of 1973 (PL 93-234). No portion of the assistance provided under this Agreement is approved for acquisition or construction purposes as defined under Section 3 (a) of said Act, for use in an area identified by the Secretary as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the National Flood Insurance Program pursuant to Section 201 (d) of said Act, and the use of any assistance provided under this Agreement for such acquisition or construction in such identified areas in communities then participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance per requirements of Section 102 (a) of said Act.



**SECTION 3**

**ASSURANCE OF COMPLIANCE**

This project is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project. The contractor and all subcontractors will be required to submit to the Office for Community Development such data as is required by the Equal Opportunity Division, Department of Housing and Urban Development.

**ACCEPTANCE:**

Receipt of the above Assurance of Compliance is hereby acknowledged by

\_\_\_\_\_

this \_\_\_\_\_ day of \_\_\_\_\_, 201.

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

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

\_\_\_\_\_ Prime Contractor/

\_\_\_\_\_ Subcontractor

TITLE 24 . . . . . Housing and Urban Development

CHAPTER 1 . . . . . Office of Assistant Secretary for Fair Housing and Equal Opportunity

SUBCHAPTER B . . . . . Employment and Business Opportunity

PART 135 . . . . . Economic Opportunities for Low and Very Low Income Persons in Connection with Assisted Projects

135.74 . . . . . Section 3 Compliance Review Procedures

Every contract or agreement for a grant, loan, subsidy, or other direct financial assistance in aid of housing, urban planning, development, redevelopment, or renewal, public or community facilities, and new community development, entered into by the Department of Housing and Urban Development with respect to Section 3 covered project, shall contain provisions requiring the applicant or recipient to carry out the provisions of Section 3, the regulations set forth in this part, and any applicable rules and orders of the Department issued thereunder prior to approval of its application for assistance for a Section 3 covered project.

Every applicant, recipient, contracting party, contractor, and subcontractor shall incorporate, or cause to be incorporated, in all contracts for work in connection with a Section 3 covered project, the following clause (referred to as a Section 3 clause).

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 170in (section 3). The purpose of economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall to the greatest extent feasible, be directed to low and very low income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulation in 24 CFR, part 135, which implement section 3. As evidenced by their execution of this contract the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each and the name and location of the person(s) taking applications for each of the positions and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR, part 135 and agrees to take appropriate action as provided in an applicable provision of the subcontract, or in this section 3 clause, upon finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractors obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 USC 450e) also applies to the work to be performed under this contract. Section 7 (b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7 (b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7 (b).

\_\_\_\_\_  
NAME

\_\_\_\_\_  
DATE

EXHIBIT "E-2"

PRECONSTRUCTION CONFERENCE MEMORANDUM

FROM: \_\_\_\_\_  
(Prime Contractor)

TO: \_\_\_\_\_  
(EEO Officer OCD)

SUBJECT: Affirmative Action Program in Compliance with EO 11246, (as amended) - EEO

I \_\_\_\_\_ representing  
(Name of Representative)  
\_\_\_\_\_, prime contractor for \_\_\_\_\_  
(Name of Company) (Name of Project)  
located at \_\_\_\_\_ Code # \_\_\_\_\_

do hereby certify that the provisions of EO 11246, as amended, have been explained to me, and I have been provided with a copy of said Order and that the requirements for the submission of an Affirmative Action Program to the Redevelopment Authority of the City of Wilkes-Barre have been explained and are understood by me and such a program will be forwarded, in written form, to the authority within fifteen (15) days of this conference.

I do further certify that any subcontractor holding a contract for \$100,000 or more will be required to submit to me a similar Affirmative Action Program, and that I, as the Prime Contractor, will be responsible for the implementation of all such programs in connection with the above mentioned contract. I further certify that the Affirmative Action Requirements relative to the Goals and Timetables for female and minority participation in the Construction Industry have been explained and are understood by me. Further, that I, a Prime Contractor, will notify the Director of the Office of Federal Contract Compliance Programs of any subcontract in excess of \$10,000 within ten (10) working days.

It is understood that the Redevelopment Authority of the City of Wilkes-Barre, the Department of Housing and Urban Development, Department of Labor or United States Department of Justice may inspect this job at any time and require me to furnish any documents necessary to establish compliance with the Affirmative Action Program, I have previously submitted.

\_\_\_\_\_  
(Name and Title)

\_\_\_\_\_  
(Date)

PART 130 ..... Equal Employment Opportunity under HUD Contracts & HUD assisted Construction Contracts  
 AUTHORITY .. The provisions of this Part 130 issued under Section 201 EO11246, 80 FR 12319, and  
 41 CFR 60-1.6(c), 43 FR 14895 and 41 CFR 60-4.2 (a):  
 130.15 ..... EQUAL OPPORTUNITY CLAUSE

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which pursuant to a grant contract, loan, insurance, or guarantee, or undertaken pursuant to any federal program involving such grant, contract, loan, insurance or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

- 1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated, during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non discrimination clause.
- 2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- 3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 4) The contractor will comply with all provisions of EO11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 5) The contractor will furnish all information and reports required by EO11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in EO11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of EO11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the department may direct as a means of enforcing such provisions, including sanctions for noncompliance; PROVIDED, HOWEVER, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by

the department, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally satisfied construction work, PROVIDED that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the Department and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the Department and Secretary of Labor such information as they may require for the supervision of such compliance; and that it will otherwise assist the department in the discharge of its primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to EO11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the Department or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the department may take any or all of the following actions: cancel, terminate, or suspend, in whole or in part, this grant (contract, loan, insurance, guarantee), refrain from extending any further assistance to the applicant under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from such applicant, and refer the case to the Department of Justice for appropriate legal proceedings.

E-2 (b)

**Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity  
(Executive Order 11246)**

1. The Officer's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation expressed in percentage terms for the contractor's aggregate work force in each trade on all construction work in the covered areas are as follows:

Goals for Minority Participation in Each Trade: 0.6 percent  
Goals for Female Participation in Each Trade: 6.9 percent

These goals are applicable to all contractor's construction work performed in the covered area.

The contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3 (a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of \$10,000 at any tier

for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor, employer identification number, estimated dollar amount of the subcontract, estimated starting and completion dates of the subcontract, and the geographical area in which the contract is to be performed.

4. As used in this Notice, and in contract resulting from this solicitation, the "covered area" is the City of Wilkes-Barre, in the County of Luzerne.

**EXHIBIT "F"**

**BONDING REQUIREMENTS**

**Both a Payment Bond and a Performance Bond, in the amount of the bid price is required for this Contract.**



PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_  
(NAME OF CONTRACTOR)

\_\_\_\_\_  
(ADDRESS)

a \_\_\_\_\_, hereinafter called Principal  
(Corporation/partnership/individual)

and, \_\_\_\_\_  
(NAME OF SURETY)

\_\_\_\_\_  
(ADDRESS)

hereinafter called Surety, are held and firmly bound unto **THE CITY OF WILKES-BARRE** hereinafter called OWNER, in the penal sum of \_\_\_\_\_ Dollars \$ \_\_\_\_\_, in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, a copy of which is hereto attached and made a part hereof for the construction of:

\_\_\_\_\_

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be

unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_ (NUMBER) counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

ATTEST:

\_\_\_\_\_  
PRINCIPAL SECRETARY

(SEAL)

\_\_\_\_\_  
PRINCIPAL

BY: \_\_\_\_\_ /s/

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
WITNESS AS TO PRINCIPAL

\_\_\_\_\_  
SURETY

\_\_\_\_\_  
ADDRESS

BY: \_\_\_\_\_  
ATTORNEY-IN-FACT

\_\_\_\_\_  
ADDRESS

ATTEST:

\_\_\_\_\_  
WITNESS AS TO SURETY

\_\_\_\_\_  
ADDRESS

NOTE: Date of BOND must not be prior to date of CONTRACT. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: SURETY COMPANIES EXECUTING BONDS MUST APPEAR ON THE TREASURY DEPARTMENT'S MOST CURRENT LIST (CIRCULAR 570 AS AMENDED) AND BE AUTHORIZED TO TRANSACT BUSINESS IN THE STATE WHERE THE PROJECT IS LOCATED.

## PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_  
(NAME OF CONTRACTOR)

\_\_\_\_\_  
(ADDRESS)

a \_\_\_\_\_, hereinafter called Principal,

(Corporation/Partnership/Individual

and

\_\_\_\_\_  
(NAME OF SURETY)

\_\_\_\_\_  
(ADDRESS)

hereinafter called Surety, are held and firmly bound unto **THE CITY OF WILKES-BARRE**, hereinafter called OWNER, in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, a copy of which is hereto attached and made a part hereof for the construction of:

\_\_\_\_\_  
\_\_\_\_\_  
NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for material, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received where stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_ (NUMBER) counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

ATTEST:

\_\_\_\_\_  
PRINCIPAL SECRETARY

(SEAL)

\_\_\_\_\_  
PRINCIPAL

BY: \_\_\_\_\_ /s/

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
WITNESS AS TO PRINCIPAL

\_\_\_\_\_  
SURETY

\_\_\_\_\_  
ADDRESS

BY: \_\_\_\_\_  
ATTORNEY-IN-FACT

\_\_\_\_\_  
ADDRESS

ATTEST:

\_\_\_\_\_  
WITNESS AS TO SURETY

\_\_\_\_\_  
ADDRESS

NOTE: Date of BOND must not be prior to date of CONTRACT. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: SURETY COMPANIES EXECUTING BONDS MUST APPEAR ON THE TREASURY DEPARTMENT'S MOST CURRENT LIST (CIRCULAR 570 AS AMENDED) AND BE AUTHORIZED TO TRANSACT BUSINESS IN THE STATE WHERE THE PROJECT IS LOCATED.

**EXHIBIT F-3**

**“Certificate of Insurance”**

**CITY OF WILKES-BARRE  
CERTIFICATE OF  
ATTORNEY**

**CITY OF WILKES-BARRE'S CERTIFICATE OF ATTORNEY**

**I, THE UNDERSIGNED, TIMOTHY J. HENRY, CITY ATTORNEY, THE DULY AUTHORIZED AND ACTING LEGAL REPRESENTATIVE OF THE CITY OF WILKES-BARRE, PENNSYLVANIA, DO HEREBY CERTIFY AS FOLLOWS:**

*I have examined the attached agreement(s) and bonds and/or insurance(s) and the manner and execution thereof, and I am of the opinion that each of the aforesaid agreement(s) 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 agreement(s) on behalf of the respective parties named thereon; and that the foregoing agreement(s) constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions, and provisions thereof.*

PROJECT NAME: 39 South Fulton Street DEMO

PROJECT NUMBER: B-14-MC-0016

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

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

CERTIFICATE  
OF  
CITY CONTROLLER



CERTIFICATE OF THE CITY CONTROLLER

OF

THE CITY OF WILKES-BARRE

NOW, this \_\_\_\_ day of \_\_\_\_\_ 2018, I hereby certify that the Forgoing

CONTRACT between \_\_\_\_\_ and The CITY OF WILKES-BARRE for the DEMOLITION & SITE CLEARANCE OF **39 South Fulton Street**, Wilkes-Barre PA, the proper books and accounting of the City of Wilkes-Barre in the sum as per the fee schedule set forth, however, the total sum of this contract shall not exceed \$ \_\_\_\_\_ being the estimated amount of the expenditure under this contract, against the proper item of appropriation designated as...

**B-14-MC-42-0016**

---

Darren G. Snyder  
City Controller

**CITY RESOLUTION**

**CERTIFICATE AS TO CORPORATE PRINCIPAL**

I, \_\_\_\_\_ certify that I am the  
\_\_\_\_\_ official of the corporation  
named as principal in the \_\_\_\_\_ within \_\_\_\_\_ bonds; that  
\_\_\_\_\_ who signed the said bonds on  
behalf of the principal was then \_\_\_\_\_  
of the corporation; that I know the signature, and the signature thereto is genuine;  
and that the said bond was duly signed, sealed and attested to for and on behalf of  
said corporation by authority of its governing body.

BY: \_\_\_\_\_  
*Signature*

*Affix seal here*

TITLE: \_\_\_\_\_

**CERTIFICATE  
PROHIBITING LOBBYING**

**CERTIFICATION PROHIBITING THE USE OF FEDERAL FUNDS  
FOR LOBBYING**

*The Undersigned certifies, that to the best of his or her knowledge and belief that:*

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.*
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or an employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.*
- (3) The undersigned shall require that the language of this certificate be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.*

*This certification is a material representation of fact upon which reliance was placed when this transaction was made and entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.<sup>00</sup> and not more than \$100,000.<sup>00</sup> for each such failure.*

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
DATE

**NOTICE OF AWARD**

# NOTICE OF AWARD

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

PROJECT: Demolition and Site Clearance

PROJECT DESCRIPTION: Demolition and Site Clearance of 39 South Fulton Street as described in the bid specifications.

The OWNER has considered the BID submitted by you for the above described work in response to its Advertisement for Bid dated \_\_\_\_\_, and Instructions to Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$\_\_\_\_\_.

You are required by the Instructions to Bidders to execute the Contract and furnish the required Performance Bond, Payment Bond, and Certificated of Insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said Bonds within ten (10) days from the date of this Notice, the City of Wilkes-Barre will be entitled to consider all of your rights arising out of the City of Wilkes-Barre's acceptance of your BID as abandoned and as a forfeiture of you Bid bond. The City of Wilkes-Barre will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the City of Wilkes-Barre.

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_

ACCEPTANCE NOTICE: Receipt of the above Notice of Award is hereby acknowledged by

\_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_

# **NOTICE TO PROCEED**



**NOTICE TO PROCEED**

To:

DATE: , 2018

Project: **39 South Fulton Street**

You are hereby notified to commence work on or before Month, day, **2018**, and you are to complete the work within 10 consecutive days thereafter. The date of completion for all work is therefore Month, day, **2018**.

CITY OF WILKES-BARRE

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

ACCEPTANCE OF NOTICE: Receipt of the above NOTICE TO PROCEED is hereby acknowledged by \_\_\_\_\_ this \_\_\_\_\_ day \_\_\_\_\_, 2018.

BY: \_\_\_\_\_

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

## SAMPLE AFFIRMATIVE ACTION PROGRAM

### I. POLICY

It is the policy of \_\_\_\_\_ to recruit, hire, train, and promote employees without regard to race, color, religion, sex, age, or national origin. We will take affirmative action throughout our business dealings to ensure that people from minority groups are given every opportunity to obtain jobs and to make advancement within our organization.

### II. PROCEDURE

1. We will post prominently display at all our job sites, equal opportunity posters so that applicants and present employees will be aware of our policies with respect to this subject.
2. We will inform all unions with whom we deal that we are interested in employing members of minority groups. We will encourage said unions to seek out female and minority group members without training to join the union apprenticeship programs and to accept into the union journeymen from minority groups. We will negotiate an effective non-discrimination clause in our union contract.
3. We will require all subcontractors to accept the equal opportunity clause as part of contracts with our organization.
4. When employees cannot be obtained from the union, and it is necessary for us to advertise for help, we will use newspapers that serve minority groups in a recruiting area.
5. We will work with school guidance counselors, pointing out the opportunity in our business and motivate them to encourage minority groups and females to seek out opportunities in the skilled trades. We will make them aware of our honest interest in considering for employment individuals from these minority groups.
6. We will cooperate with all governmental and civic agencies in establishing open admission training programs.
7. We will make certain that our Affirmative Action Program is known and accepted by all our employees. We will communicate our policy by bulletin boards and face-to-face discussions. We will encourage our management to give full consideration to females and minority group members with respect to employment and promotions.
8. We will obtain from the State Employment Service the proportion of minority workers in the labor force in areas where we are performing contracts. We will review our employees in these areas to determine if we have appropriate representation from

these groups. Where we do not, we will study the matter to determine the cause and determine what can be done to ensure equal opportunities. We will take necessary steps to remedy the situation where feasible.

**III. RESPONSIBILITY**

\_\_\_\_\_ has been appointed Equal Opportunity Officer for \_\_\_\_\_ and will be responsible for ensuring that this policy and procedure is adhered to.

The following Officials of this company (foreman, clerk of the works, etc.) will be on the job site and can be consulted by any worker or official of the review agency to establish compliance with the Affirmative Action Program.

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

**NOTICE TO LABOR UNIONS OR OTHER ORGANIZATIONS OF WORKERS**

**NONDISCRIMINATION IN EMPLOYMENT**

TO: \_\_\_\_\_  
Name of Union or organization of workers

The undersigned currently holds a contract with the City of Wilkes-Barre, Bureau of Community Development, an agent of the United States Government or a subcontract with a prime contractor of the United States Government.

You are advised that under the provisions of the above contract or subcontract and in accordance with Executive Order #11246, dated September 24, 1965, as amended, the undersigned is obligated not to discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, handicap or family status. This obligation not to discriminate in employment includes, but is not limited to the following:

- HIRING, PLACEMENT, UPGRADING, TRANSFER, OR DEMOTION**
- RECRUITMENT, ADVERTISING OR SOLICITATION FOR EMPLOYMENT**
- TRAINING DURING EMPLOYMENT**
- RATES OF PAY OR OTHER FORMS OF COMPENSATION**
- SELECTION FOR TRAINING INCLUDING APPRENTICESHIP**
- LAYOFF OR TERMINATION**

THIS NOTICE IS FURNISHED TO YOU PURSUANT TO THE PROVISIONS OF THE ABOVE CONTRACT/SUBCONTRACT AND EXECUTIVE ORDER #11246.

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

Contractor or Subcontractor

\_\_\_\_\_  
Date

**To be Reproduced on Company Letterhead – Please post in Conspicuous Space**

**VERIFICATION OF CONTRACTOR ELIGIBILITY AND TERMINATION OF  
INELIGIBLE CONTRACTOR**

I hereby certify that I am eligible for award of a Federally-assisted or insured Contract. In the event that I am 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.

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
DATE

\_\_\_\_\_  
NAME OF FIRM

\_\_\_\_\_  
SUBCONTRACTOR

\_\_\_\_\_  
NAME OF FIRM

OFFICE FOR COMMUNITY DEVELOPMENT  
OF THE CITY OF WILKES-BARRE

CONTRACTOR'S CERTIFICATE OF RELEASE AND AFFIDAVIT

FROM: \_\_\_\_\_  
Contractor

TO: OFFICE OF COMMUNITY DEVELOPMENT

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

OCD CODE: \_\_\_\_\_

LOCATED IN THE CITY OF WILKES-BARRE, PENNSYLVANIA

KNOW ALL MEN BY THESE PRESENTS

1. The undersigned hereby certifies that there is due from and payable by the City of Wilkes-Barre Office for Community Development to the Contractor under the Contract and duly approved Change Orders and modifications the balance of:

\$ \_\_\_\_\_

2. The undersigned further certifies that in addition to the amount set forth in paragraph 1, there are outstanding and unsettled the following items which he claims are just and due and owing by the City of Wilkes-Barre Office for Community Development to the Contractor:

- (a) \_\_\_\_\_
- (b) \_\_\_\_\_
- (c) \_\_\_\_\_
- (d) \_\_\_\_\_

*Itemize claims and amounts due. If none so state.*

3. The undersigned further certifies that all work required under this Contract including work required under change orders numbered \_\_\_\_\_ has been performed in accordance with the terms thereof, and that there are no unpaid claims for materials, supplies, or equipment and no claims of laborers or mechanics for unpaid wages arising out of the performance of this Contract, and that the wage rates paid by the Contractor and all Subcontractors were in conformity with the Contract provisions relating to said wage rates.

4. Except for the amounts stated under paragraphs 1 and 2 hereof, the undersigned has received from the \_\_\_\_\_ City of Wilkes-Barre, all sums on money payable to the undersigned under or pursuant to the above mentioned Contract or any modification or change thereof.

5. That in consideration of the payment of the amount stated in paragraph 1 hereof, the undersigned does hereby release \_\_\_\_\_ the City of Wilkes-Barre from any and all claims arising under or by virtue of this Contract, except the amount listed in paragraph 2 hereof.

provided, however, that if for any reason the \_\_\_\_\_ City of Wilkes-Barre does not pay in full amount stated in paragraph 1 hereof, said deduction shall not affect the validity of this Release, but the amount so deducted shall be automatically included under paragraph 2 as an amount which the Contractor has not released but will release upon payment thereof. The Contractor further certifies that upon the payment of the amount listed in paragraph 2 hereof, and of any amount which may be deducted from paragraph 1 hereof, he will release the \_\_\_\_\_ City of Wilkes-Barre from any and all claims of any nature whatsoever arising out of said Contract or modification thereof, and will execute such further releases or assurances as the \_\_\_\_\_ City of Wilkes-Barre may request.

IN WITNESS THEREOF, the undersigned and sealed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
*Contractor* (SEAL)

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Title of Officer*

\_\_\_\_\_, being first duly sworn on oath, deposes and says, that he or she is the \_\_\_\_\_ of the \_\_\_\_\_;

second, that he or she read the foregoing Certificate by him or her subscribed as

\_\_\_\_\_ of the \_\_\_\_\_.

Affiant further states that the matters and things stated therein are, to the best of his or her knowledge and belief, true.

\_\_\_\_\_  
*Affiant*

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
*Notary*

My commission expires \_\_\_\_\_  
*Date*

**ELECTRONIC CODE OF FEDERAL REGULATIONS****e-CFR data is current as of February 1, 2018**

Title 40 → Chapter I → Subchapter C → Part 61

TITLE 40—Protection of Environment

CHAPTER I—ENVIRONMENTAL PROTECTION AGENCY  
(CONTINUED)

SUBCHAPTER C—AIR PROGRAMS (CONTINUED)

PART 61—NATIONAL EMISSION STANDARDS FOR  
HAZARDOUS AIR POLLUTANTS

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**Subpart A—GENERAL PROVISIONS**

- §61.01 Lists of pollutants and applicability of part 61.
  - §61.02 Definitions.
  - §61.03 Units and abbreviations.
  - §61.04 Address.
  - §61.05 Prohibited activities.
  - §61.06 Determination of construction or modification.
  - §61.07 Application for approval of construction or modification.
  - §61.08 Approval of construction or modification.
  - §61.09 Notification of startup.
  - §61.10 Source reporting and waiver request.
  - §61.11 Waiver of compliance.
  - §61.12 Compliance with standards and maintenance requirements.
  - §61.13 Emission tests and waiver of emission tests.
  - §61.14 Monitoring requirements.
  - §61.15 Modification.
  - §61.16 Availability of information.
  - §61.17 State authority.
  - §61.18 Incorporations by reference.
  - §61.19 Circumvention.
- 

**Subpart B—NATIONAL EMISSION STANDARDS FOR RADON  
EMISSIONS FROM UNDERGROUND URANIUM MINES**

- §61.20 Designation of facilities.
- §61.21 Definitions.
- §61.22 Standard.
- §61.23 Determining compliance.
- §61.24 Annual reporting requirements.



- §61.25 Recordkeeping requirements.
  - §61.26 Exemption from the reporting and testing requirements of 40 CFR 61.10.
- 

Subpart C—NATIONAL EMISSION STANDARD FOR BERYLLIUM

- §61.30 Applicability.
  - §61.31 Definitions.
  - §61.32 Emission standard.
  - §61.33 Stack sampling.
  - §61.34 Air sampling.
- 

Subpart D—NATIONAL EMISSION STANDARD FOR BERYLLIUM ROCKET MOTOR FIRING

- §61.40 Applicability.
  - §61.41 Definitions.
  - §61.42 Emission standard.
  - §61.43 Emission testing—rocket firing or propellant disposal.
  - §61.44 Stack sampling.
- 

Subpart E—NATIONAL EMISSION STANDARD FOR MERCURY

- §61.50 Applicability.
  - §61.51 Definitions.
  - §61.52 Emission standard.
  - §61.53 Stack sampling.
  - §61.54 Sludge sampling.
  - §61.55 Monitoring of emissions and operations.
  - §61.56 Delegation of authority.
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Subpart F—NATIONAL EMISSION STANDARD FOR VINYL CHLORIDE

- §61.60 Applicability.
- §61.61 Definitions.
- §61.62 Emission standard for ethylene dichloride plants.
- §61.63 Emission standard for vinyl chloride plants.
- §61.64 Emission standard for polyvinyl chloride plants.
- §61.65 Emission standard for ethylene dichloride, vinyl chloride and polyvinyl chloride plants.
- §61.66 Equivalent equipment and procedures.
- §61.67 Emission tests.
- §61.68 Emission monitoring.

- §61.69 Initial report.
  - §61.70 Reporting.
  - §61.71 Recordkeeping.
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Subpart G—[RESERVED]

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Subpart H—NATIONAL EMISSION STANDARDS FOR EMISSIONS OF RADIONUCLIDES OTHER THAN RADON FROM DEPARTMENT OF ENERGY FACILITIES

- §61.90 Designation of facilities.
  - §61.91 Definitions.
  - §61.92 Standard.
  - §61.93 Emission monitoring and test procedures.
  - §61.94 Compliance and reporting.
  - §61.95 Recordkeeping requirements.
  - §61.96 Applications to construct or modify.
  - §61.97 Exemption from the reporting and testing requirements of 40 CFR 61.10.
- 

Subpart I—NATIONAL EMISSION STANDARDS FOR RADIONUCLIDE EMISSIONS FROM FEDERAL FACILITIES OTHER THAN NUCLEAR REGULATORY COMMISSION LICENSEES AND NOT COVERED BY SUBPART H

- §61.100 Applicability.
  - §61.101 Definitions.
  - §61.102 Standard.
  - §61.103 Determining compliance.
  - §61.104 Reporting requirements.
  - §61.105 Recordkeeping requirements.
  - §61.106 Applications to construct or modify.
  - §61.107 Emission determination.
  - §61.108 Exemption from the reporting and testing requirements of 40 CFR 61.10.
- 

Subpart J—NATIONAL EMISSION STANDARD FOR EQUIPMENT LEAKS (FUGITIVE EMISSION SOURCES) OF BENZENE

- §61.110 Applicability and designation of sources.
  - §61.111 Definitions.
  - §61.112 Standards.
- 

Subpart K—NATIONAL EMISSION STANDARDS FOR RADIONUCLIDE EMISSIONS FROM ELEMENTAL PHOSPHORUS PLANTS

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Subparts CC-EE [Reserved]

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Need assistance?



ARTICLE I. IN GENERAL

Secs. 7-1—7-15. Reserved.

ARTICLE II. BUILDING REGULATIONS\*

DIVISION 1. ADMINISTRATION AND ENFORCEMENT†

Sec. 7-16. Scope.

(a) *Enactment.* Be it ordained by the city council, and it is hereby ordained by authority of the same, that the following divisions, sections and subsections providing for the establishment of the building inspection office, its organization, the qualifications and duties of its personnel, and providing for matters concerning, affecting or relating to construction, alteration, repair, removal, demolition, the equipment, use, occupancy, location and maintenance of buildings or structures erected or about to be erected and the lands appurtenant thereto, and providing for permits, fees and the licensing of various contractors, and providing for the establishment of a board of appeal, the appointment of its members, their

\*Cross references—Housing for carrier pigeons, § 5-23; applicability of plumbing, electrical and building provisions in trailer camps, § 16-27; temporary sidewalks during construction, § 26-3.

†Editor's note—Ord. No. 42-93, adopted Nov. 23, 1993, enacted provisions which have been incorporated as superseding §§ 7-16—7-24, which sections contained similar subject matter and were derived from the following:

Ord. No.	Sec.	Date
52-76	1	10-14-76
10-77	—	4-14-77
57-77	—	9- 8-77
60-77	1, 2	1-12-78
61-77	—	1-12-78
25-78	—	9-14-78
31-80	—	11-23-80
28-81	1	9-10-81
2-82	—	2- 9-82
3-82	1	2- 9-82
6-88	1, 3	1-28-88
35-88	—	6-20-88
12-90	1	4-26-90

Cross reference—Administration generally, Ch. 2.

terms of office, their powers and duties, and prescribing penalties for the violation of these building regulations are hereby enacted.

(b) *Short title.* This article may be cited as "The Building Regulations of the City of Wilkes-Barre," hereinafter referred to as the "Building Regulations."

(c) *The effective date.* The provisions of the building regulations and rules and regulations of the office of building inspection interpreting such provisions shall become effective as provided in the ordinance adopting the building regulations.

(d) *The intent.* The building regulations are hereby declared to be remedial and shall be constructed to secure the beneficial interests and purposes thereof, which are public safety, health and welfare, by providing a system of specifications, regulations and inspections to ensure the structural safety and the incombustibility of buildings constructed, reconstructed, altered, enlarged, repaired or maintained within the city. In providing a system of specifications, regulations and inspections for the setting out, construction, alteration, repair, maintenance, occupation, sanitation, ventilation, heat, light and power facilities, air conditioning, sprinkler and refrigeration systems, water supply, toilet facilities, drainage, use and inspection of all buildings, parts of buildings, including the walls and foundations thereof, constructed, erected, altered, designed, maintained or used in whole or in part for human habitation or occupation, or for the conduct of any and all business and commercial enterprises and for the sanitation and inspection of the land or lands appurtenant thereto, it is the intent and purpose to further protect the health, safety and welfare of the general public of the city.

(e) *Legislative.* If any section, subsection, sentence, clause or phrase of the building regulations is for any reason declared to be invalid, such decision shall not affect the validity of the remaining portions herein. The city council hereby declares that it would have passed the remaining parts of the building regulations and the remaining sections, subsections, sentences, clauses or phrases irrespective of any one or more sections, subsections, sentences, clauses or phrases which have been ruled invalid.

(f) *Interchangeability.* Words used in the present tense include the future; words used in the masculine gender include the feminine and neuter; the singular number includes the plural and the plural the singular.

(g) *Terms defined in other codes.* Where terms are not defined in this article and are defined in the articles pertaining to the building, electrical, plumbing or mechanical codes, such terms shall have the meanings ascribed to them as in those codes.

(h) *Terms not defined.* Where terms are not defined through the methods authorized by this section, such terms shall have ordinarily accepted meanings such as the context implies.

(i) *All new work to conform:*

- (1) It shall be unlawful to maintain, occupy or use a building or structure, or part thereof, that has been erected or altered in violation of the provisions of these building regulations.
- (2) No building or structure shall be occupied unless it is in a safe and habitable condition as prescribed in these building regulations. Rainwater shall be so drained and conveyed therefrom as to prevent dampness in walls and ceilings.
- (3) Nothing in these building regulations shall prohibit the raising or lowering of a building to meet a change of grade in the street on which it is located, provided that the building is not otherwise altered.

(j) *Buildings and structures affected:*

- (1) The provisions of these building regulations apply to buildings or structures and their equipment and appurtenances on land or over water and to construction, paving or grading, including vaults, areas or street encroachments however placed, excepting, however, public streets.
- (2) These provisions shall also apply to municipal, county and state buildings as they do to private buildings, except as may be otherwise specifically provided for by statute or ordinance.

- (3) The provisions of these building regulations covering the maintenance of buildings shall apply to all buildings now existing or hereafter erected. All buildings shall be maintained in a safe condition and all devices or safeguards required by these building regulations at the time a building is erected, altered or repaired shall be maintained thereafter in good working order.

(Ord. No. 42-93, § 1(1.1), 11-23-93)

**Sec. 7-17. Office of building inspection.**

(a) *Organization:*

- (1) There is hereby created and established an office of building inspection within the Bureau of Community Development/Housing/Building Inspection, Department of Municipal Development and Economics.
- (2) The office of building inspection shall consist of the following code inspectors:
  - a. Building inspector.
  - b. Plumbing inspector.
  - c. Electrical inspector.
  - d. Rental inspectors.
  - e. Buyer notification inspectors.
  - f. Additional inspectors and office personnel as deemed necessary by the administration or by the building code official with the approval of the administration.

(Ord. No. 42-93, § 1(1.2), 11-23-93; Ord. No. 41-94, § 1, 10-13-94; Ord. No. 4-07, § 1, 3-6-07)

**Sec. 7-18. Reserved.**

*Editor's note—*File of Council No. 28 of 2004 adopted the Uniform Construction Code of Pennsylvania for the City of Wilkes-Barre. This decision eliminated the need for the city to have Board of Appeal Regulations/Standards separate from requirements detailed in the newly adopted Uniform Construction Code of Pennsylvania as a result, the Board of Appeal, Section 7-18 was eliminated from the chapter and marked as reserved.

that the violation or unsafe condition shall continue shall constitute a separate offense and shall be liable to a fine of not more than one thousand dollars (\$1,000.00).

- (2) The owner of a building, structure or premises where anything in violation of these building regulations shall be placed or shall exist and an architect, builder, contractor, agent, person or corporation employed in connection therewith and who may have assisted in the commission of such violation shall each be guilty of a separate offense and upon conviction thereof shall be liable to a fine of not more than one thousand dollars (\$1,000.00) for each offense. Each day that the violation or unsafe condition shall continue shall constitute a separate offense and shall be liable to a fine of not more than one thousand dollars (\$1,000.00).

(d) *Abatement.* The imposition of the penalties herein prescribed shall not preclude the city attorney from instituting an appropriate action or proceeding to prevent an unlawful erection, construction, reconstruction, alteration, repair, conversion, maintenance or use, or to restrain, correct or abate a violation, or to prevent the occupancy of a building, structure or premises, or to prevent an illegal act, conduct, business or use in or about any premises.

(e) *Coverage by UCC.* Anything which is not covered and any authority not specifically granted herein shall be governed by the Pennsylvania Uniform Construction Code as amended. (Ord. No. 42-93, § 1(1.11), 11-23-93; Ord. No. 4-07, § 4, 3-6-07)

#### Sec. 7-27. Demolition and excavation.

(a) *Documentation prior to issuance of a permit.* Prior to the issuance of a building permit, a person engaged in the demolition and excavation trade shall provide to the building inspection office:

- (1) Evidence from the gas, water and electric utility companies that the utility lines have been disconnected.

- (2) The name and address of the licensed and authorized landfill that will be used to dispose of the demolition materials.

(b) *Safeguards.* During demolition, the contractor shall provide adequate safeguards for the protection of the public, workmen on the site and surrounding properties.

(c) *Work restrictions.* During demolition, the following restrictions shall apply:

- (1) No work shall be performed between the hours of 6:00 p.m. and 7:00 a.m., prevailing time, Sunday through Saturday.

(2) All foundations, basement walls, floor slabs and footers shall be removed. When basement walls and basement partitions are used as backfill, it shall be spread out over the site in an even layer when incorporated with finer material as not to leave any voids. No masonry material larger than six (6) inches through its largest dimension or more than twelve (12) inches long will be permitted in the backfill on the demolition site.

(3) The backfill for each building shall consist of clean earth, free from any demolition debris. The top six (6) inches of backfill shall consist of clean earth, free from organic material, paper, glass, wood or metal. The backfill shall be brought up to the original grade of the ground adjacent to the structure and any open lot. All operations in connection with the grading of the backfill shall be performed and completed in such a manner as to insure proper drainage.

(4) The contractor shall prevent or control all dust which may result from any demolition operation by the use of water, including, if necessary, the use of booster pumps adequate to supply water to the point of origin of the dust to the satisfaction of the building inspector.

(5) Burning of any material whatsoever on the demolition site is prohibited.

(d) *Final inspection.* It shall be the duty of the building inspector to make or cause to be made a final inspection and examination of the demolition site. The owner or contractor shall notify the building inspector when the demolition site is ready for such inspection.

(e) *Compliance with municipal, state and federal requirements.* It shall be the responsibility of the contractor to ensure that the work is done in accordance with all municipal, state and federal rules and regulations, codes and laws, as may govern such operations.  
(Ord. No. 42-93, § 1(1.12), 11-23-93)

**Secs. 7-28—7-30. Reserved.**

**DIVISION 2. BUILDING CODE**

**Sec. 7-31. Uniform Construction Code administration and enforcement.**

The City of Wilkes-Barre hereby elects to administer and enforce the provisions of the Pennsylvania Construction Code Act, Act 45 of 1999, 35 P.S. §§ 7210.101-7210.1103 as amended from time to time, and its regulations.

The Uniform Construction Code, contained in 34 Pa. Code, Chapters 401-405, as amended from time to time, is hereby adopted and incorporated herein by reference as the municipal building code of the City of Wilkes-Barre.

Administration and enforcement of the Code within the City of Wilkes-Barre shall be undertaken in any of the following ways as determined by governing body of the City of Wilkes-Barre from time to time by resolution:

- (1) By designation of an employee of the City of Wilkes-Barre to serve as the municipal code official to act on behalf of the City of Wilkes-Barre.
- (2) By the retention of one (1) or more construction code officials or third party agencies to act on behalf of the City of Wilkes-Barre;

- (3) By agreement with one (1) or more other municipalities for the joint administration and enforcement of this Act through an intermunicipal agreement;
- (4) By entering into a contract with another municipality for the administration and enforcement of this Act on behalf of the City of Wilkes-Barre;
- (5) By entering into an agreement with the Pennsylvania Department of Labor and Industry for plan review, inspections and enforcement of structures other than one-family or two-family dwelling units and utility and miscellaneous structures.

A board of appeals shall be established by resolution of the governing body of the City of Wilkes-Barre in conformity with the requirements of the relevant provisions of the Code, as amended from time to time, and for the purpose set forth therein, if at any time enforcement and administration is undertaken jointly with one (1) or more other municipalities, said board of appeals shall be established by joint action of participating municipalities.

All building code ordinances or portions of ordinances which were adopted by this City of Wilkes-Barre on or before June 1, 2004, and which equal or exceed the requirements of the Code shall continue in full force and effect until such time as such provisions fail to equal or exceed the minimum requirements of the Code, as amended from time to time.

All building code ordinances or portions of ordinances which are in effect as of the effective date of this section and whose requirements are less than minimum requirements of the Code are hereby amended to conform to the comparable provisions of the Code.

All relevant ordinances, regulations and policies of the City of Wilkes-Barre not governed by the Code shall remain in full force and effect.

Fees assessable by the City of Wilkes-Barre for the administration and enforcement undertaken pursuant to this section and the Code shall be established by the governing body by resolution from time to time.

STATEMENT OF SURETY COMPANY

In accordance with the provisions of Contract No. \_\_\_\_\_ between the  
CITY OF WILKES-BARRE, Luzerne County, Commonwealth of Pennsylvania and  
\_\_\_\_\_, the \_\_\_\_\_  
surety on the bond of \_\_\_\_\_ (CONTRACTOR) after a careful  
examination of the books and records of said Contractor or after receipt of an affidavit from said  
Contractor, which examination or affidavit satisfies this company that all claims for labor  
materials have been satisfactorily settled, hereby approves of the final payment of said  
\_\_\_\_\_ (CONTRACTOR) and by these present witnesses that payment to the  
Contractor of the final estimates shall not relieve the Surety Company of any of its obligations to  
the CITY OF WILKES-BARRE, Luzerne County, Pennsylvania, for a period of one (1) year  
from the date of this document.

IN WITNESS WHEREOF, the said Surety Company has hereunto set its hand and seal this  
\_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_:

ATTEST:

(SEAL) \_\_\_\_\_ BY: \_\_\_\_\_

NOTE: This statement, if executed by any person other than the President or Vice President of  
the Company, must be accompanied by an certificate of even date showing authority conferred  
upon the person so signing to execute such instruments on behalf of the Company represented.

CERTIFICATION - The information above is true and completed to the best of my knowledge  
and belief.

\_\_\_\_\_  
Name and Title of Signer (type or Print)

\_\_\_\_\_  
/s/

\_\_\_\_\_  
DATE