

GENERAL CONDITIONS
And
SPECIFICATIONS

Tennis Court
At
LENAPE TECHNICAL SCHOOL
Ford City, PA 16226

1. GENERAL

ALL WORK MUST BE COMPLETED BY JULY 30, 2021

1.1. The bidders are directed to contact **Mr. Curtis Fahlor** for a site visit and any additional information needed to prepare and submit a bid. **Mr. Fahlor can be reached at 724-763-5930.**

1.2. UNDER NO CIRCUMSTANCES WILL LENAPE TECHNICAL SCHOOL CONSIDER A REQUEST FOR AN EXTRA BASED UPON A CLAIM OF INADEQUATE INFORMATION PROVIDED FOR BID PREPARATION.

1.3. The contractor shall demonstrate to the School its capabilities by providing at least two (2) customer names and phone numbers as references on similar style projects using same type of equipment.

2. PROJECT

2.1. The removal of the existing Tennis Court asphalt and spoils. Grade and compact. Install hot mix asphalt with wearing course.

3. INSTALLATION / CONTRUCTION

3.1. Removal of existing Tennis Court asphalt to a depth of +/- 3" and remove spoils. Grade and compact existing subbase materials.

3.2. Installation of 2" of 25mm hot mix asphalt binder course and 1" of 9.5mm hot Mix asphalt wearing course and compact.

3.3 Lenape will provide access to the tennis court and remove fence and post as needed. Any restoration needed outside of the tennis court after work complete will be the responsibility of Lenape.

3.4 Work is to be performed between 6:30 am to 8:00pm Monday through Fridays.

3.5 Contractor further covenants and agrees that all of said work and labor shall be done and performed in the most workmanlike manner and shall be subject to the inspection and approval of the Owner or its duly authorized agents. If Owner or its agents deem any said material or labor as defective or unsuitable, said material shall be removed and replaced with other approved materials and labor shall be done anew to the satisfaction and approval of the Owner or his agents at the expense of the contractor.

4. CODES AND STANDARDS

4.1. All material and workmanship shall comply with all applicable building codes, specifications, local ordinances, state and federal laws, and industry standards.

4.2. Noncompliance – Should the contractor perform any work that does not comply with the requirements of the acceptable building codes, state and federal laws, local ordinances, industry standards, contractor shall bear all costs arising from correcting the deficiencies and hold the Owner or his agents harmless from any claim for loss that may result from violations or claims.

4.3. Acceptable codes and standards shall include the occupational safety and health act, all federal and state laws, local ordinances, utility company regulations, and requirements of the national accepted codes.

5. PERMITS AND INSPECTION

5.1. Contractor shall be responsible for obtaining all necessary permits and approvals related to the work and shall pay any and all permit fees, including any fees necessary for the installation, testing, and inspection of all work. Tests shall be conducted as required by the regulations of local and state authorities.

5.2. One Call System. Contractor shall be responsible for complying with the requirements established by Pennsylvania’s One Call System regarding potential underground utility lines and pipes. This specifically includes making any required “locate requests.”

6. GUARANTEES

6.1. Contractor shall furnish a guarantee covering all labor and materials furnished by him for a period of one (1) calendar year from the date of acceptance of the project. All necessary repairs shall be made at the contractor's expense.

7. NOTICE OF AWARD

Contract shall be awarded to the lowest responsible bidder within ten (10) days of the date of bid opening, or all bids shall be rejected. Bid opening shall occur on June 17, 2021 at 1:00 PM in the school's conference room.

8. RESERVATION

Lenape Technical School reserves the right to waive any formalities, reject any or all bids.

9. PAYMENT

Because of the short duration needed to complete the paving project, there will be one (1) lump sum payment. Payment will be made following inspection and approval of the work by a representative of Lenape Technical School. Payment will be made within ten (10) days of receipt of invoice from contractor.

10. DISCREPANCIES/AMBIGUITIES

Prior to bid opening, if any bidder finds discrepancies, ambiguities, or is in doubt as to the true meaning of any part of the specifications or other contract documents, bidder shall, at once, submit to Lenape Technical School a written request for any interpretation thereof. The bidder submitting the request shall be responsible for its prompt delivery.

11. SUITS AND ACTIONS

Contractor will be responsible for any damage caused by contractor or its employees, suppliers, servants, and agents. Contractor further covenants and agrees to assume and does hereby assume all liability for, and shall and does agree to indemnify and save harmless Lenape Technical School against, any and all loss, costs, suits, charges or damages arising from injuries sustained by any person or persons whatsoever, to their person or property, whether employed in and about the said work or otherwise, by reason of any accidents, damages, injuries, torts or trespasses happening in and about or in any way incident to or by reason of the performance of this contract and the performance of said work and labor. This indemnification also includes costs, counsel fees and all expenses of defense.

12. SAVINGS CLAUSE

All applicable laws shall be deemed to be part of the specifications and general conditions, and the contract shall be read and enforced as though they were included.

13. BID AMOUNT INCLUDES DELIVERY CHARGES

Bid amount is deemed to include all charges including shipping and delivery at the destination called for in the specifications.

14. EXEMPTION FROM TAXES

The Lenape Technical School is generally exempt from the payment of any Sales or Federal Excise taxes. Regardless, Contractor shall be solely responsible for determining which purchases are exempt under the applicable Pennsylvania Department of Revenue Sales and Use Tax Regulations. Owner will not provide a tax exemption certificate to any Contractor, subcontractor, material supplier or other entity to assist in making any tax-exempt purchases. Contractor shall bid and shall purchase as excluded from Pennsylvania Sales and Use Tax any building, supplies, machinery, and equipment as defined by the Pennsylvania Department of Revenue in accord with Act 45 of 1998 to be excluded from such tax. All bids shall be net and shall include the amount of any such tax, if required. Unless a valid exemption or exclusion exists, sales, use, personal property and other taxes (including interest and penalties thereon) required by any Federal, State, County, Municipal or other law to be paid or collected by the Contractor or any of its subcontractors or vendors or any other person acting for, through or under it or any of them, by reason of the performance of the work or the acquisition, ownership, furnishing or use of any materials equipment, supplies, labor, services or other items for or in connection with the work, are the sole responsibility of the successful contractor/bidder.

15. NONPERFORMANCE

In the event that the successful bidder shall neglect or refuse to furnish and deliver the goods or any part thereof, or perform any labor, as provided in these specifications, or to replace any work, installation or goods which are rejected, Lenape Technical School is authorized and empowered to purchase goods in conformity, or remove nonconforming installations and reinstall, with such party or parties and in such quantities and in such manner as it shall select at the expense of the successful bidder or to cancel this contract reserving to itself, nevertheless, all rights for damage which may be incurred by Lenape Technical School.

16. ASSIGNMENT

The bidder/contractor agrees that if awarded the contract, contractor will not assign, transfer or sublet it, or any part thereof, unless specific permission to do so is requested in writing by the bidder/contractor and granted in writing by Lenape Technical School.

17. HUMAN RELATIONS ACT

Pursuant to the provisions of the Pennsylvania Human Relations Act 222 of October 27, 1955, (P.L. 744) (43 P.S. §951, et seq.) of the Commonwealth of Pennsylvania and Human Relations Contract Compliance, 16 Pa. Code Chapter 49, that prohibits certain practices or discrimination because of race, color, religions creed, ancestry, age, sex, national origin, handicap or disability, by employers, employment agencies, labor organizations, contractors, and others. The Contractor shall agree to comply with the provisions of this Act as amended and that is made part of this specification.

18. PROVISION FOR THE USE OF STEEL PRODUCTS MADE IN THE UNITED STATES OF AMERICA

18.1. In accordance with Act No. 3 of the 1978 General Assembly of the Commonwealth of Pennsylvania, approved March 3, 1978, if any steel products are to be used or supplied in the performances of the Contract, only steel products produced in the United States of America as defined therein shall be used or supplied in the performance of the Contract or any subcontracts thereunder.

18.2. In accordance with Act 161 of 1982, cast iron products shall also be included and produced in the United States. Act 141 of 1984 further defines “steel products” to include machinery and equipment. The Act also provides clarifications and penalties.

19. PREVAILING WAGE

This project is covered by the Pennsylvania Prevailing Wage Act, 43 Pa C.S. § 165-1 et seq. A copy of the prevailing minimum rates for Armstrong County, Pennsylvania is attached hereto. Regardless, Contractor is responsible for verifying the appropriate prevailing minimum wage rate from the Pennsylvania Department of Labor and Industry, which shall be paid for each craft or classification of all workers needed to perform the work during the anticipated term in the locality in which the public work is performed. Contractor’s obligations and duties as required by the Pennsylvania Prevailing Wage Act and Regulations are incorporated herein.

20. RIGHT TO KNOW ACT

All Contractors must comply with the Right to Know Act pertaining to hazardous items/materials.

21. WORKERS’ COMPENSATION

Contractor shall purchase and maintain insurance for workers’ compensation and other similar employee benefit acts which are applicable to the work to be performed.

22. NO CASH ALLOWANCES

No cash allowances for any purpose are included in the specifications of this project.

23. DISCRIMINATION PROHIBITED

23.1. In the hiring of employees for the performance of work under this contract, or any sub-contract hereunder, contractor, sub-contractor or any person acting on behalf of contractor or sub-contractor shall not, by reason of race, creed or color, discriminate against any citizen of the Commonwealth of Pennsylvania who is qualified and available to perform the work to which the employment relates.

23.2. Contractor, sub-contractor, or any person on his behalf, shall not in any manner discriminate against or intimidate any employee hired for the performance of work under his contract on account of race, creed or color.

23.3. There may be deducted from the amount payable to the contractor under this contract, a penalty of five dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated, in violation of the provisions of the contract.

23.4. This contract may be cancelled or terminated by Lenape Tech and all money due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this portion of the contract.

24. CRIMINAL HISTORY CLEARANCES

It is not anticipated that any of Contractor’s employees will have direct contact with students because of either the location of work or because school will not be in session. If contractor has any reason to believe that an employee (including an employee of a subcontractor) will have direct contact with a student, then that employee must obtain a current Pennsylvania State Police criminal background certificate, a current Department of Human Services child abuse certificate, and a current FBI criminal background certificate, all at Contractor’s sole cost, for such an employee. In such cases, original certificate (clearance) documents must be submitted to Lenape Technical School before such an employee works on the Project. Any employee who cannot obtain the certificates (clearance) cannot be employed at the Project’s site.

25. INSURANCE

During the terms of the contract, the contractor shall at his own expense purchase and maintain the following insurance in companies properly licensed and satisfactory to the Owner.

25.1. WORKMEN’S COMPENSATION INCLUDING OCCUPATIONAL DISEASE AND EMPLOYER’S LIABILITY INSURANCE

- (1) Statutory – Amounts and coverage as required by Commonwealth of Pennsylvania Workmen’s Compensation laws.
- (2) Employer’s Liability – At least \$100,000 each accident.

25.2. PUBLIC LIABILITY including coverage for direct operations, sublet work, contractual liability, and completed operations with limits not less than those stated below.

(1)	<u>Bodily Injury Liability</u>	Each Person	\$500,000
		Each Occurrence	\$500,000
(2)	<u>Property Damage Liability</u>	Each Occurrence	\$500,000
		Aggregate	\$500,000

25.3. COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE including coverage for owned, non-owned, and hired vehicles with limits not less than those stated below.

(1)	<u>Bodily Injury Liability</u>	Each Person	\$500,000
		Each Occurrence	\$500,000
(2)	<u>Property Damage Liability</u>	Each Occurrence	\$500,000

25.4. UMBRELLA LIABILITY: Policy minimum coverage \$1,000,000 each occurrence to override all comprehensive liability policies.

The contractor shall deliver to the School proper evidence of required insurance coverage. Insurance certificates will be acceptable proof. Coverage shall contain a clause that the same will not be canceled without written 30-day notice to the School.

The contractor will agree to defend and hold the School harmless because of any claim that may be made by reason of the performance of work for the School under the contract by the contractor; any of the contractor's subcontractors; or any of their agents, workmen, or employees.