

**LUZERNE COUNTY  
HEAD START**

# **TECHNICAL SPECIFICATIONS**

**2022 Property Improvements Project  
Window Replacement**

**23 Beekman Street,  
Wilkes-Barre, PA 18702  
Luzerne County, PA**



**ENGINEERS  
SURVEYORS  
ENVIRONMENTAL  
GIS MAPPING**

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## TABLE OF CONTENTS

### SUBJECT

#### **DIVISION 0 – REQUEST FOR PROPOSAL AND CONTRACT INFORMATION**

Section 00100:	Request for Proposal
Section 00200	Instruction to Proposers
Section 00251:	Statement of Proposer’s Qualifications
Section 00310	Proposal Cover Sheet
Section 00320:	NonCollusion Affidavit
Section 00330:	Certifications of Equal Employment Opportunities
Section 00370	Certification Regarding Debarment & Suspension
Section 00380	Nondiscrimination/Sexual Harassment Clause
Section 00500:	Agreement/Certificate of Owners Attorney and Agency Concurrence
Section 00700:	Standard General Conditions of the Construction Contract
Section 00800:	Supplementary Conditions
Section 00810:	Special Conditions
Section 00900:	Wage Rates (Davis Bacon)

#### **DIVISION 1 - GENERAL REQUIREMENTS**

Section 01348	Shop Drawings, Product Data and Samples
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#### **DETAILED TECHNICAL SPECIFICATIONS**

##### **Division 7 – Thermal and Moisture Protection**

Section 07100:	Waterproofing
Section 07620:	Flashing & Trim
Section 07920:	Joint Sealants

##### **Division 8 – Openings**

Section 08800:	General Glazing
Section 08810:	Windows

**END OF TABLE OF CONTENTS**

**Section 00100:**  
**Request for Proposal**



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## REQUEST FOR PROPOSAL

Proposals will be received by Luzerne County Head Start (LCHS) for the replacement of the exterior windows as described in project drawings and documents for the Head Start building located at 23 Beekman St in Wilkes Barre, PA. Proposals shall be received by Dawn Smith at the Luzerne County Head Start building until 12:00 NOON prevailing time, on Friday, August 12th, 2022. Proposals may be submitted as hard copy or electronically. Electronic copies should be sent to Dawn Smith at [dawns@hsweb.org](mailto:dawns@hsweb.org). Project will be awarded on or before Friday, August 19<sup>th</sup>. All Proposers will be notified by email.

Request for proposal (RFP) documents can be requested electronically from JHA Companies. Requests shall be directed to Casey Holleran at [cholleran@jhacompanies.com](mailto:cholleran@jhacompanies.com).

Timeline is of utmost importance. Due to requirements set forth by the project funding source, substantial completion to be achieved by December 31<sup>st</sup>, 2022.

Attention is called to the fact that not less than the minimum salaries and wages per The Davis Bacon Act must be paid on this project. Davis Bacon wage forms must be submitted weekly to Dawn Smith at LCHS.

The Contractor must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, or national origin.

### 1. INTERPRETATIONS OR ADDENDA

- a. No oral interpretation will be made to any proposing contractor as to the meaning of the Contract Documents or any part thereof. Every request for such an interpretation should be made in writing and/or email to JHA. Any inquiry received two or more days prior to the date fixed for receiving proposals will be given consideration. Every interpretation made to a proposing contractor will be in the form of an Addendum to the Contract Documents, and when issued, will be emailed to each person who had requested the RFP, but it shall be the contractor's responsibility to make inquiry as to the Addenda issued. All such Addenda shall become part of the contract and all Proposers shall be bound by such Addenda, whether or not received by the Proposers.

### 2. PROPOSALS

- a. LCHS reserves the right to reject any or all proposals.
- b. All proposals shall be accompanied by a cover sheet as provided herein and preliminary schedule demonstrating construction start date and date of substantial completion. Proposals shall include company overview, list of relevant past projects, and list of three (3) references with contact information.
- c. Proposers may submit alternates for consideration, which will not change the design or quality of the work but will reduce the Project cost.
- d. If the Contract is awarded, it will be awarded by the LCHS to a responsible proposer based on an acceptable proposal, provided references, contractor qualifications, ability to achieve the timeline provided, and the overall cost.

3. NON-COLLUSION AFFIDAVIT

- a. Each Proposer submitting a proposal to the LCHS for any portion of the work contemplated by the project documents 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 proposal submitted.

4. STATEMENT OF PROPOSER'S QUALIFICATIONS

- a. Each Proposer shall execute and attached hereto the form furnished for that purpose (a copy of which is included in the Contract Documents), a statement of the Proposer's qualifications, his experience record in constructing the type of improvements embraced in the Contract work, his organization, and when specifically requested by the LCHS, a detailed financial statement. The LCHS shall have the right to take such steps as it deems necessary to determine the ability of the Proposer to perform his obligations under the Contract and the Proposer shall furnish the LCHS all such information and data for this purpose as it may request. The right is reserved to reject any Proposal where an investigation of the available evidence or information does not satisfy the LCHS that the Proposer is qualified to carry out properly the terms of the Contract.

5. TIME FOR RECEIVING PROPOSALS

- a. RFPs shall be received by Dawn Smith at the Luzerne County Head Start until 12:00 NOON prevailing time, on Friday, August 12<sup>th</sup>, 2022.

6. AWARD OF CONTRACT:

- a. The Contract will be awarded to the responsible Proposer based on an acceptable proposal, provided references, contractor qualifications, ability to achieve the timeline provided, and the overall cost. The selected proposer will be notified by August 19<sup>th</sup>, 2022.

7. EQUAL EMPLOYMENT OPPORTUNITY

- a. Attention of Proposers is particularly called to the requirements for ensuring that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, or national origin.

**Section 00200:**  
**Instructions to Proposers**



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**SECTION 00200  
INSTRUCTIONS TO PROPOSERS**

**ARTICLE 1 ---- DEFINED TERMS**

Terms used in these Instructions to Proposers will have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Proposers have meanings indicated below:

**1.1 Proposer**

One who submits a proposal directly to Owner as distinct from a sub-proposer, who submits a Proposal to a proposer.

**1.2 Issuing Office**

The office from which the Request for Proposal (RFP) Documents are to be issued and where the RFP procedures are to be administered.

**1.2.1** Issuing Office is the office of the Engineer whose name, address and phone number are listed herein

**1.3 Successful Proposer**

The responsive Proposer to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award.

**ARTICLE 2 ---- COPIES OF REQUEST FOR PROPOSAL (RFP) DOCUMENTS**

**2.1** Complete sets of the RFP Documents are available digitally. Should a proposer need a hard copy, the documents may be printed and provided at the issuing office for a fee.

**2.2** Complete sets of the RFP Documents must be used in preparing Proposals; neither Owner nor Engineer assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Documents.

**2.3** Owner and Engineer, in making copies of RFP Documents available on the above terms, do so only for the purpose of obtaining Proposals and do not authorize or confer a license for any other use.

**ARTICLE 3 ---- QUALIFICATIONS OF PROPOSERS**

**3.1** To demonstrate Proposer's qualifications to perform the Work, each Proposer must be prepared to submit detailed written evidence, such as financial data, previous experience, present commitments, and other such data as may be pertinent.

**3.2** Each Proposal must contain evidence of Proposer's qualification to do business in the State where the Project is located or covenant to obtain such qualification prior to award of the Contract. Such qualifications may include an authorized business status or state contractor license or both.

**3.3** To obtain information concerning qualifications of a Proposer, the Owner requires that a completed Statement of Proposers Qualifications (Section 00251) be submitted on the form

included in the RFP Documents. Proposer shall include the completed Statement of Proposers Qualifications for Prospective Proposers with the Bid.

- 3.4 Financial information shall consist of data which is current within twelve (12) months prior to the Proposal submission.
- 3.5 A Proposer's failure to submit required qualification information within the times indicated may disqualify Proposer from receiving an award of the Contract.
- 3.6 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Proposer's qualifications.

**ARTICLE 4 ---- SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE**

**4.1 Site and Other Areas**

- A. The Site is identified in the RFP Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

**4.2 Existing Site Conditions**

- A. Adequacy of Data: Provisions concerning responsibilities for the adequacy of data furnished to prospective Proposers with respect to conditions within the envelope and possible changes in the RFP Documents due to differing or unanticipated physical conditions appear in the General Conditions

**4.3 Site Visit Proposers**

- A. Proposer shall conduct the required Site visit during normal working hours, and shall not disturb any ongoing operations at the Site.
- B. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Proposer access to the Site to conduct additional examinations, investigations, explorations, tests, and studies as Proposer deems necessary for preparing and submitting a successful Proposal. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site.
- C. Proposer shall comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.
- D. Proposer shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

## **ARTICLE 5 ---- PROPOSER'S REPRESENTATIONS**

- 5.1** It is the responsibility of each Proposer before submitting a Proposal to:
- A. examine and carefully study the RFP Documents, and any data and reference items identified in the RFP Documents;
  - B. visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
  - C. become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work;
  - D. consider the information known to Proposer itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the RFP Documents; and the Site-related reports and drawings identified in the RFP Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Proposer; and (3) Proposer's safety precautions and programs;
  - E. agree, based on the information and observations referred to in the preceding paragraph, that at the time of submitting its Proposal no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Proposal for performance of the Work at the price Proposal and within the times required, and in accordance with the other terms and conditions of the RFP Documents;
  - G. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the RFP Documents;
  - H. promptly give Engineer/Architect written notice of all conflicts, errors, ambiguities, or discrepancies that Proposer discovers in the RFP Documents and confirm that the written resolution thereof by Engineer is acceptable to Proposer;
  - I. determine that the RFP Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and
  - J. agree that the submission of a Proposal will constitute an incontrovertible representation by Proposer that Proposer has complied with every requirement of this Article, that without exception the Proposal and all prices in the Proposal are premised upon performing and furnishing the Work required by the RFP Documents.

## **ARTICLE 6 ---- INTERPRETATIONS AND ADDENDA**

- 6.1** All questions about the meaning or intent of the RFP Documents are to be submitted to Engineer/Architect in writing (via email). Interpretations or clarifications considered necessary by Engineer/Architect in response to such questions will be issued by Addenda delivered to all parties recorded as having received the RFP Documents. Questions received less than seven days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 6.2** Addenda may be issued to clarify, correct, supplement, or change the RFP Documents.

#### **ARTICLE 7 ---- CONTRACT TIMES**

- 7.1** The number of days within which, or the dates by which, Milestones are to be achieved and the Work is to be substantially completed and ready for final payment are set forth in the Agreement.

#### **ARTICLE 8 ---- LIQUIDATED DAMAGES**

- 8.1** Provisions for liquidated damages for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

#### **ARTICLE 9 ---- SUBSTITUTIONS AND "OR EQUAL" ITEMS**

- 9.1** The Contract for the Work, if awarded, will be on the basis of materials and equipment specified or described in the RFP Documents and those "or-equal" or substitute materials and equipment subsequently approved by Engineer prior to the submittal of Proposals and identified by Addendum. No item of material or equipment will be considered by Engineer/Architect as an "or-equal" or substitute unless written request for approval has been submitted by Proposer and has been received by Engineer/Architect at least 10 days prior to the date for receipt of Proposals in the case of a proposed substitute and 5 days prior in the case of a proposed "or-equal." The burden of proof of the merit of the proposed item is upon Proposer. Engineer/Architect's decision of approval or disapproval of a proposed item will be final. If Engineer/Architect approves any such proposed item, such approval will be set forth in an Addendum issued to all prospective Proposers. Proposers shall not rely upon approvals made in any other manner. Substitutes and "or-equal" materials and equipment may be proposed by Contractor after the Effective Date of the Contract.
- 9.2** All prices that Proposer sets forth in its Proposal shall be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the RFP Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Proposal approvals of "or-equal" or substitution requests are made at Proposer's sole risk.
- 9.3** If an award is made, Contractor shall be allowed to submit proposed substitutes and "or-equals".

#### **ARTICLE 10 ---- PREPARATION OF PROPOSAL**

- 10.1** The Proposal Cover Sheet shall be filled out and included with Proposal.
- 10.2** Proposal itself may be in format as determined by Proposer. Proposer may include any

additional information they see fit.

- 10.3 A general schedule should be included in the Proposal detailing expected time of completion and pertinent milestones.
- 10.4 Proposals shall include company overview, list of relevant past projects, and list of (3) references with contact information.

#### **ARTICLE 11 ---- EVALUATION OF PROPOSALS**

- 11.1 LCHS reserves the right to reject any or all proposals.
- 11.2 If the Contract is awarded, it will be awarded by the LCHS to a responsible proposer based on an acceptable proposal, provided references, contractor qualifications, ability to achieve the timeline provided, and the overall cost.

#### **ARTICLE 12---- SALES AND USE TAXES, GROSS RECEIPTS TAXES**

- 12.1 Owner may be exempt from certain state sales and use taxes on materials and equipment to be incorporated in the Work to the extent provided by law. It is entirely incumbent on the Proposer to ascertain what materials and equipment are subject to said sales and use taxes and include the necessary taxes in the Proposal.
- 12.2 Under no circumstances will the Owner be responsible for payment of any unpaid taxes or assessments incurred by the Contractor in connection with the Work including any claims or change orders requesting additional compensation.

#### **ARTICLE 13 ---- WAGE RATES**

- 13.1 Davis Bacon Wages are to be used for the project.
- 13.2 Wage forms shall be submitted to owner for review on a weekly basis.

**END OF SECTION**

**Section 00250:**  
**Statement of Proposer's Qualifications**

**SECTION 00251  
STATEMENT OF PROPOSER'S QUALIFICATIONS**

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

1. Name of Proposer \_\_\_\_\_

2. Permanent main office address \_\_\_\_\_

3. When organized \_\_\_\_\_

4. If a corporation, where incorporated \_\_\_\_\_

5. How many years have you been engaged in improvements work of this type under your present firm or trade name? \_\_\_\_\_

6. Contract on hand: (Schedule these showing gross amount of each contract and the appropriate anticipated dates of completion).

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

7. General character of work performed by you \_\_\_\_\_

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 contracts recently by you, stating approximate gross cost for each, and the month and year completed.

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

11. List your equipment available for this contract.

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

12. Experience in improvement work similar in importance to this project.

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

13. Background and experience of the principal members of your organization, including the officers.

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

14. Give bank references and address.

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

15. Enclosed or attached is a detailed financial statement.

16. Will you, upon request, furnish any other information that may be required by the LCHS?

\_\_\_\_\_

17. The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the \_\_\_\_\_ in verification of the recitals comprising this Statement of Proposer's Qualifications.

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

\_\_\_\_\_  
Name of Proposer

By \_\_\_\_\_  
Title \_\_\_\_\_

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

) ss

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

\_\_\_\_\_ being duly sworn, deposes and says that he is  
of \_\_\_\_\_  
Name of Proposer's 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\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

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

**STATEMENT OF PROPOSER'S QUALIFICATIONS**

**Section 00320:  
Non-Collusion Affidavit**

**PROPOSAL COVER SHEET**  
for  
2022 Property Improvements Projects  
Window Replacement

MAIL OR DELIVER PROPOSALS TO:  
Luzerne County Head Start  
Attn: Dawn Smith  
23 Beekman St  
Wilkes Barre PA 18702  
dawns@hsweb.org

ITEM 1: Materials & construction of the following

No.	ITEM 1 DESCRIPTIONS	QUANTITY	UNITS	UNIT COST	TOTAL COST
1	Ext. Casement Window Replacement (Match Existing)	54	EACH		
2	Ext. Double Hung Window Replacement (Match Existing)	3	EACH		
3	Ext. Double Hung Window Installation w/ wall infill (Match Existing)	3	EACH		
5	Ext. Picture Window Installation	3	EACH		

TOTAL AMOUNT      \$ \_\_\_\_\_

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WRITTEN AMOUNT IN DOLLARS AND CENTS

If written notice of the acceptance of this proposal is delivered to the undersigned within fourteen (14) days after the opening thereof, or at any time thereafter before this Proposal is withdrawn, the undersigned agrees to execute and deliver an Agreement.

1. Attached hereto is an affidavit in proof that the undersigned has not colluded with any person in respect to this project. The Proposer hereby certifies that no other person, firm or corporation has any interest in this Project or in the Contract which may be awarded hereunder, except as disclosed herein.
2. Attached hereto is an executed Statement of Proposers Qualifications form. The Proposer is prepared to submit additional financial and experience statements upon request of the owner.

**Section 00310:**  
**Proposal Cover Sheet**

**NON-COLLUSION AFFIDAVIT**

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

) ss

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

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

1. He is \_\_\_\_\_  
 (owner, partner, officer, representative, or agent)  
 of \_\_\_\_\_ the Proposer that has submitted the attached Proposal;
2. He is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
3. Such Proposal is genuine and is not a collusive or sham proposal;
4. Neither the said Proposer 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 Proposer, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal has been submitted to refrain from responding 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 Proposer, firm or person to fix the price or prices in the attached Proposal or of any other Proposer, or, to fix any overhead, profit or cost element of the project price or the price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the \_\_\_\_\_  
 or any person interested in the proposal Contract; and
5. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

\_\_\_\_\_  
 \_\_\_\_\_  
 Title

Subscribed and sworn to before me

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

\_\_\_\_\_

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

My commission expires \_\_\_\_\_

**Section 00330:**  
**Certifications of Equal Employment Opportunities**

## EQUAL OPPORTUNITY ADDENDUM

*According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0573-0059. The time required to complete this information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.*

### EQUAL OPPORTUNITY ADDENDUM To Be Inserted in Construction Contracts and Subcontracts, and Materials Contracts and Purchase Orders

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#### PART I

The Contractor represents that:

It has  does not have  100 or more employees, and if it has, that

It has  has no  furnished the Equal Employment Opportunity -- Employers Information Report EEO-1 Standard Form 100, required of employers with 100 or more employees pursuant to Executive Order 11246 and Title VII of the Civil Rights Act of 1964.

The Contractor agrees that it will obtain, prior to the award of any subcontract for more than \$10,000 hereunder to a subcontractor with 100 or more employees, a statement, signed by the proposed subcontractor, that the proposed subcontractor has filed a current report on Standard Form 100.

The Contractor agrees that if -it has 100 or more employees and has not submitted a report on Standard Form 100 for the current reporting year and that if this contract will amount to more than \$10,000, the Contractor will file such report, as required by law, and notify the Owner in writing of such filing prior to the Owner's acceptance of this Proposal.

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#### PART II

##### CERTIFICATION OF NONSEGREGATED FACILITIES

The Contractor certifies that it does not maintain or provide for its employees any segregated facilities at any of its -establishments, and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The Contractor certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The Contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest-rooms 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 of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Contractor agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it 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 it will retain such certifications in its files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

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#### PART III

##### 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 nondiscrimination 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 it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965- and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records and accounts by the administering agency 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 canceled, 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 Executive Order 11,246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order 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 Executive Order 11246 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 administering agency 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 administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

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The term "Contractor" shall also mean "Bidder" or " Seller" in case of materials and equipment contracts and purchase orders, and "Subcontractor" in the case of subcontracts.

The provisions of this addendum are not applicable to any contract or subcontract not exceeding \$10,000.

This addendum supersedes the similar representations and provisions which may be contained in the contract form to which this addendum is attached. The Contractor may disregard the superseded representations and provisions.

---

CONTRACTOR

By \_\_\_\_\_

---

TITLE

---

DATE

**Section 00370:**  
**Certification Regarding Debarment & Suspension**

## CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

As required by Executive Order 12549, Debarment and Suspension (see 45 CFR Part 76), for prospective participants in primary covered transactions (CFR 76 Sections 76.105 and 76.110);

The primary prospective participant certifies to the best of their knowledge that he/she and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible to participate in public transactions (Federal, State or Local),
2. Have not within the last three (3) years, been convicted or have had a civil judgment rendered against them for commission of fraud, violation of federal or state antitrust statutes, embezzlement, theft, forgery, falsification or destruction of records, making false statement or receiving stolen property.
3. Are not presently indicted for, or otherwise criminally or civilly charged by any governmental entity with commission of any offenses stated in (b) above,
4. Have not with in the last three (3) year period preceding this application/proposal, had one or more public transactions terminated for cause of default.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

**Section 00380:**  
**Nondiscrimination/Sexual Harassment Clause**

## **NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE**

During the term of the Contract, the Applicant (known herein as "Grantee") agrees as follows:

1. In the hiring of any employee(s) for the manufacture of supplies, performance or work, or any other activity required under the grant agreement or any subgrant agreement, contract, or subcontract, the Grantee, a subgrantee, a contractor, a subcontractor, or any person acting on behalf of the Grantee shall not discriminate in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
2. The Grantee, any subgrantee, contractor or any subcontractor or any person on their behalf shall not in any manner discriminate in violation of the PHRA and applicable federal laws against or intimidate any of its employees.
3. The Grantee, any subgrantee, contractor or any subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the grant services are performed shall satisfy this requirement.
4. The Grantee, any subgrantee, contractor or any subcontractor shall not discriminate in violation of the PHRA and applicable federal laws against any subgrantee, contractor, subcontractor or supplier who is qualified to perform the work to which the grant relates.
5. The Grantee and each subgrantee, contractor or any subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Grantee and each subgrantee, contractor and subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers subject to *Title VII of the Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Grantee, any subgrantee, any contractor or any subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the granting agency and the Bureau of Small Business Opportunities (BSBO), for the purpose of ascertaining compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause.

6. The Grantee, any subgrantee, contractor or any subcontractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subgrant agreement, contract or subcontract so that those provisions applicable to subgrantees, contractors or subcontractors will be binding upon each subgrantee, contractor or subcontractor.
7. The Grantee's and each subgrantee's, contractor's and subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the grant agreement through the termination date thereof. Accordingly, the Grantee and each subgrantee, contractor and subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the grant agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.
8. The Commonwealth may cancel or terminate the grant agreement and all money due or to become due under the grant agreement may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual harassment Clause. In addition, the granting agency may proceed with disbarment or suspension and may place the Grantee, subgrantee, contractor, or subcontractor in the Contractor Responsibility File.

**Section 00500:**  
**Agreement/Certificate of Owners Attorney and  
Agency Concurrence**



[www.jhacompanies.com](http://www.jhacompanies.com)

**AGREEMENT**  
for  
2022 Property Improvements Projects  
Window Replacement

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between

\_\_\_\_\_ (A corporation organized and existing under the laws of the State of \_\_\_\_\_) or (a partnership consisting of \_\_\_\_\_) or (an individual trading as \_\_\_\_\_) hereinafter called the "CONTRACTOR", and LUZERNE COUNTY HEAD START, hereinafter called the "LCHS".

WITNESSETH, that the CONTRACTOR and LCHS for the consideration stated herein mutually agree as follows:

**ARTICLE 1.    STATEMENT OF WORK**

1. The CONTRACTOR shall furnish all supervision, technical personnel, labor, materials, tools, equipment and services, including utility and transportation services, and perform and complete all work required for the project in accordance with the listed Contract Documents.

**ARTICLE 2.    THE CONTRACT PRICE**

1. The LCHS will pay the CONTRACTOR for the performance of the Contract in current funds, for the total quantities of work performed at the unit prices stipulated in the Proposal for the item of work or the several respective items of work completed subject to additions and deductions as provided in the Section, CHANGES IN THE WORK under GENERAL CONDITIONS, PART I (Section 109 hereof).

**ARTICLE 3.    CONTRACT**

The Contract Documents shall consist of the following:

- A. This Agreement
- B. Addenda
- C. Request for Proposal
- D. Proposal Cover Sheet
- E. Certificate of Insurance
- F. Standard General Conditions of the construction contract and Supplementary General Conditions
- G. Special Conditions
- H. Technical Specifications
- I. Drawings

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, form the Contract between the parties hereto. In the event that any provisions in any component part of this Contract with any provision of any other component part, the provisions of the component part first enumerated in this ARTICLE 3 shall govern, except as otherwise specifically stated.

**ARTICLE 4. STIPULATION AGAINST LIENS**

1. At the time of and immediately before the execution of the Contract and before any authority has been given by the said LCHS to the said CONTRACTOR to commence work on the said project or purchase materials for the same, in consideration of the making of the said Contract with the said CONTRACTOR and for the further consideration of one dollar paid to the said CONTRACTOR by the said LCHS, it is agreed that no mechanic's claims or other liens shall be filed against the Building and/or lot of ground appurtenant thereto by the said CONTRACTOR nor any subcontractor, nor by any of the material men or workmen or any person for any materials or labor of extra materials or labor purchased or furnished in connection with the site clearance and demolition work of the said project or any part thereof, the right to file such claims or liens being expressly waived and relinquished herewith.
2. A waiver of liens in a form satisfactory to the LCHS shall be filed in the Office of the Prothonotary of Luzerne County at such time as may be necessary to preclude the filing of any lien by any subcontractor of material suppliers. In any event, the filing of the waiver of liens must occur no later than one (1) day prior to the start of operations for execution of the contract work.

**ARTICLE 5. INDUCEMENT AND INTEREST**

1. As an inducement to the execution of this Contract by the LCHS, the CONTRACTOR represents and agrees that the CONTRACTOR has not employed any persons to solicit or procure this Contract, and has not made, and will not make, any payments to anyone, nor any agreement for the payment of any commission percentage, brokerage, compensation fee, or other compensation to anyone in connection with the procurement of this Contract; and that the CONTRACTOR has not now and will not acquire any, direct or indirect present or prospective interest, including but not limited to that of real estate agent, broker, or appraiser, in any of the portions or parcels in the Project Area covered; and has not employed and will not employ, in connection with the work or services to be performed hereunder, any persons having any such interest, direct or indirect, during the term of this Contract.

**ARTICLE 6. INDEMNIFICATION**

1. It is understood and agreed that the CONTRACTOR is a third party contractor and is not a servant, agent or employee of the LCHS and the CONTRACTOR saves and holds harmless the LCHS from all manner of negligence or tort liability.
2. The CONTRACTOR is advised that provisions in the Contract Documents pertaining to indemnity shall be construed as if the members of the LCHS and the LCHS's agents were named therein as additional indemnities. The word "expense" as used in said provisions concerning indemnity shall be deemed to include, but shall not be limited to, attorney fees.

**ARTICLE 7. INTERPRETATION AND TERMINATION**

1. Notwithstanding any provision of this Agreement to the contrary, the interpretation placed thereon by the LCHS with regard to any question concerning this Agreement, shall be final and binding between the parties. The LCHS shall likewise have the power to determine that there has been a default or violation by the CONTRACTOR as to the provisions of this agreement or any part thereof as defined in ARTICLE 3 above, and after five days' notice in writing to the CONTRACTOR regarding said default or violation determine the proper remedy to be pursued.

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

ATTEST: \_\_\_\_\_(Contractor)  
By \_\_\_\_\_ (Title)

**Please print or type all names under signatures**

\_\_\_\_\_(Street)  
\_\_\_\_\_  
(City) (State) (Zip)

\_\_\_\_\_(LCHS)  
By \_\_\_\_\_ (Title)

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

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)

**CERTIFICATE OF INSURANCE**

This is to certify to Luzerne County Head Start (hereinafter referred to as LCHS) that the following described policies in force at this date have been issued by:

Name of Insuring Company \_\_\_\_\_

Name of Insured \_\_\_\_\_

Address \_\_\_\_\_

(herein after referred to as CONTRACTOR) covering work to be done for the LCHS as follows:

Date of Contract: \_\_\_\_\_

Description of work and locations where work is to be done: 2022 Property Improvements Projects Window Replacement for Luzerne County Head Start, Wilkes Barre, Pennsylvania.

<b>Type of Insurance</b>	Policy Number _____	Expiration Date _____
A - Workmen's Compensation		Provided by Workmen's Compensation Law State of ____
B - Comprehensive General Liability, including:	<u>Bodily Injury</u>	
	Each Person \$ _____	Each Occurrence \$ _____
1. Contractor's Liability	Each Occurrence \$ _____	Aggregate \$ _____
2. SCU Hazards of Explosion Blasting, Collapse and Underground	Each Person \$ _____	Each Occurrence \$ _____
3. Contractual Liability	Each Person \$ _____ Each Person \$ _____	Each Occurrence \$ _____ Each Occurrence \$ _____
4. Contractor's Protective Liability	Each Person \$ _____ Each Person \$ _____	Each Occurrence \$ _____ Each Occurrence \$ _____
5. Completed Operations	Each Person \$ _____ Each Person \$ _____	Each Occurrence \$ _____ Each Occurrence \$ _____
C. Comprehensive Automobile Liability, including:	Each Person \$ _____	Each Occurrence \$ _____
1. Owned Vehicle	Each Occurrence \$ _____ Each Person \$ _____	Each Occurrence \$ _____
2. Hired Vehicle	Each Occurrence \$ _____	

Each Person \$ \_\_\_\_\_ Each Occurrence \$ \_\_\_\_\_

3. Other Non-Owned Vehicles Each Occurrence \$ \_\_\_\_\_  
Each Person \$ \_\_\_\_\_ Each Occurrence \$ \_\_\_\_\_

Contractual liability agreement for coverage under B-(3) above

CONTRACTOR further agrees to indemnify, hold harmless and defend LCHS, its Engineer, Architect and employees, from and against any and all liability for Less, damage or expenses which LCHS may suffer or for which LCHS may be held liable by reason of injury (including death) to any person or damage to any property arising out of or in any manner connected with the operations to be performed under this contract, whether caused by accident or otherwise, and also any injury, including death, to any person or damage to any property that may occur after the work is completed provided that the claim arises out of the work that was performed by the CONTRACTOR whether or not due in whole or in part of any act, omission, or negligence of the LCHS or any of its representatives or employees.

It is agreed by the insurance company that if the above policies be canceled or changed during the periods of coverage as stated herein ten (10) days written notice prior to such cancellation or changes will be given to the LCHS.

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

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

\_\_\_\_\_  
(Signature of Authorized Representative - in ink)

**Section 00700:**  
**Standard General Conditions**  
**of the Construction Contract**

## **STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT**

### **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 LCHS and the Contractor, of which these GENERAL CONDITIONS, PART I and SUPPLEMENTARY GENERAL CONDITIONS form a part.
- b. The term "LCHS" means Luzerne County Head Start, which is authorized to undertake this Contract.
- c. The term "Contractor" means the person, firm or corporation entering into the Contract with the LCHS to construct and install the improvements embraced in this Contract. This person, firm or corporation may also be referred to as supplier, installer, vendor, or consultant.
- d. The term "Project Area" means the sites at which Improvements contemplated to be constructed, in whole or in part, under this Contract are located.
- e. The term "Engineer" means JHA COMPANIES, Engineer in charge, serving the LCHS with engineering services, his successor, or any other person or persons, employed by said LCHS for the purpose of directing or having in charge the work embraced in this Contract, the said 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 "Contract Documents" means and shall include the following: Executed Agreement, Addenda (if any), Request for Proposal, Proposal Cover Sheet, General Conditions (Part I, and Supplementary General Conditions), Special Conditions, Technical Specifications and Drawings (as listed in the Schedule of Drawings).
- g. The term "Drawings" means the drawings listed in the Schedule of Drawings.
- h. The term "Technical Specifications" means that part of the Contract Documents which describes, outlines and stipulates: the quality of the materials to be furnished; the quality of workmanship required; and the methods to be used in carrying out the construction work to be performed under this Contract.
- i. The term "Addendum" or "Addenda" means any changes, revisions or clarifications of the Contract Documents which have been duly issued by the LCHS to prospective Proposers prior to the time of receiving Proposals.

### **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 superintendent, satisfactory to the LCHS and the Engineer, on the work 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.

- b. The Contractor shall lay out his own work and be shall be responsible for all work executed by him under the Contract. He shall verify all figures and elevations before proceeding with the work and will be held responsible for any error resulting from his failure to do so.

**103. SUBCONTRACTS**

- a. The Contractor shall not execute an agreement with any subcontractor or permit any subcontractor to perform any work included in this contract until he has submitted a non-collusion affidavit from the subcontractor in substantially the form shown below and has received written approval of such subcontractor from the LCHS.

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

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

) ss

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

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

- 1. He is \_\_\_\_\_  
(owner, partner, officer, representative, or agent)

of \_\_\_\_\_ hereinafter referred to as the "Subcontractor";

- 2. He is fully informed respecting the preparation and contents of the Subcontractor's Proposal submitted by the Subcontractor to \_\_\_\_\_, the contractor, for certain work in connection with the 2022 Property Improvements contract pertaining to the window replacement Luzerne County Head Start, Luzerne County, Pennsylvania.
- 3. Such Subcontractor's Proposal is genuine and is not a collusive or sham proposal;
- 4. Neither the Subcontractor 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 Proposer, firm or person to submit a collusive or sham proposal in connection with such Contract or to refrain from submitting a Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other Proposer, firm or person to fix the price or prices in said Subcontractor's Proposal, or to fix any overhead, profit or cost element of the price or prices in said Subcontractor's Proposal, or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the \_\_\_\_\_ LCHS or any person interested in the Proposed Contract; and
- 5. The price or prices quoted in the Subcontractor's Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owner, employees, or parties in interest, including this affiant.

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

\_\_\_\_\_  
Title

Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_

- b. No proposed subcontractor shall be disapproved by the owner except for cause.
- c. The Contractor shall be as fully responsible to the LCHS for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
- d. The Contractor shall cause appropriate provision to be inserted in all subcontracts relative to the work to require compliance by each subcontractor with the applicable provisions of the Contract for the Improvements embraced in the Contract work.
- e. Nothing contained in the Contract shall create any contractual relation between any subcontractor and the LCHS.

#### **104. OTHER CONTRACTS**

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

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

The Contractor shall be responsible for the proper fitting of all work and for the coordination of the operations of all trades, subcontractors or 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 act 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 by agreement or arbitration, if such other Contractor or subcontractor will so settle. If such other Contractor or subcontractor shall assert any claim against the LCHS on account of any damage alleged to have been sustained, the LCHS will notify this Contractor, who shall defend at his own expense any suit based upon such claim, and, if any judgment or claims against the LCHS shall be allowed, the Contractor shall pay or satisfy such judgment 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.

## **107.1 TIME FOR COMPLETION**

- a. The work which the Contractor is required to perform under this Contract shall be commenced at the time stipulated by the LCHS in the Notice to Proceed to the Contractor and shall be fully completed by December 31, 2022.
- b. In the event that unpredictable weather conditions prevent the completion of this contract in the time specified, a change order will be made extending the time for completion. The Contractor will not be given additional compensation because of such extension of time of completion.

## **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 number of copies, to the Engineer for this 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.
- b. The total value of work completed to date shall be based upon the estimated quantities of work completed to date on each item and the unit prices contained in the agreement or established in the COST BREAKDOWN and change orders. The value of 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.
- c. Monthly or partial payments made by the LCHS to the Contractor are moneys advanced for the purpose of assisting the Contractor to expedite the work or construction. All material and completed work covered by such monthly or partial payments shall remain the property of the Contractor and he shall be responsible for the care and protection of all materials and work upon which payments have been made. Such payments shall not constitute a Waiver of the right of the LCHS 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 LCHS in all details.

### **2. Final Payment**

- a. After final inspection and acceptance by the LCHS of all work under this Contract, the Contractor shall prepare his requisition for final payment and submit it to the LCHS for approval. The total amount of the final payment due shall be the lump sum stipulated in the Agreement or this sum adjusted by approved change orders, less all previous payments to the Contractor. Final payment to the Contractor shall be made subject to his furnishing the LCHS with a release in satisfactory form of all claims against the LCHS arising under and by virtue of his contract, other than such claims, if any, as may be specifically excepted by the Contractor from the operation of the release as

provided under the section entitled, DISPUTES under GENERAL CONDITIONS, PART I.

- b. The LCHS 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 LCHS deems the same necessary in order to protect its interest. The LCHS, 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 obligations of any surety or sureties furnished under this Contract.
- c. Withholding of any amount due the LCHS under the section entitled, "Liquidated Damages" under SPECIAL CONDITIONS, shall be deducted from the final payment due the Contractor.

3. Withholding Payments

- a. The LCHS may withhold from any payment otherwise due the Contractor so much as may be necessary to protect the LCHS 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 construed solely for the benefit of the LCHS and will not require the LCHS to determine or adjust any claims or disputes between the Contractor and his Subcontractors or material dealers or to withhold any moneys for their protection unless the LCHS elects to do so. The failure or refusal of the LCHS 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

- a. Each payment to the Contractor by the LCHS shall be made subject to submission by the Contractor of all written certifications required of him and his Subcontractors by the section entitled Contractor's Certificates under GENERAL CONDITIONS.

**109. CHANGES IN THE WORK**

- a. The LCHS may make changes in the scope of the work required to be performed by the Contractor under the Contract by making additions thereto, or by omitting work therefrom, without invalidating the Contract, and without relieving or releasing the Contractor from any of his obligation under the Contract or any guarantee given by him pursuant to the Contract provisions, and without affecting the validity of the guaranty bonds, and without relieving or releasing the surety or sureties of said bonds. All such work shall be executed under the terms of the original Contract unless it is expressly provided otherwise.
- b. Except for the purpose of affording protection against any emergency endangering health, life, limb or property, the Contractor shall make no change

in the materials used or in the specified manner of constructing and/or installing the Improvements or supply additional labor, services or materials beyond that actually required for the execution of the Contract unless in pursuance of a written order from the LCHS authorizing the Contractor to proceed with change. No claim for an adjustment of the Contract Price will be valid unless so ordered.

- c. If applicable unit prices are contained in the Agreement (established as a result of either a unit price proposal or a Supplemental Schedule of Unit Prices), the LCHS 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 INSTRUCTIONS TO PROPOSERS.
- 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 LCHS shall, before ordering the Contractor to proceed with desired changes, request an itemized proposal from him covering the work involved in the change after which the procedure shall be as follows:
  - i. If the proposal is acceptable, the LCHS will prepare the change order in accordance therewith for acceptance by the Contractor and
  - ii. If the proposal is not acceptable and prompt agreement between the two parties cannot be reached, the LCHS 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:
  - i. A detailed description of the change in the work.
  - ii. The Contractor's proposal (if any) or a conformed copy thereof.
  - iii. A definite statement as to the resulting change in the contract price and/or time.
  - iv. The statement that all work involved in the change shall be performed in accordance with contract requirements 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 LCHS, 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 LCHS and work shall not proceed except at the Contractor's risk, until written instructions have been received by him from the LCHS.
- d. If, on the basis of the available evidence, the LCHS determines that an adjustment of the Contract Price and/or Time is justifiable, the procedure shall then be as provided in Section - CHANGES IN THE WORK under GENERAL CONDITIONS.

## **111. TERMINATION, DELAYS, AND LIQUIDATED DAMAGES**

### **a. Termination of Contract**

- i. 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 the Contract Documents, the LCHS by written notice to the Contractor, may terminate the Contractor's right to proceed with the work. Upon such termination, the LCHS 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 LCHS for any additional cost incurred by the LCHS in its completion of the work and they shall also be liable to the LCHS for liquidated damages for any delay in the completion of the work as provided below. If the Contractor's right to proceed is so terminated, the LCHS may take possession of and utilize in completing the work such materials, tools, equipment, and plant as may be on the site of the work and necessary therefore.

### **b. Liquidated Damages for Delays**

- ii. If the work is not completed within the time stipulated in Section - TIME FOR COMPLETION under SPECIAL CONDITIONS, including any extensions for time for excusable delays as herein provided, the Contractor shall pay to the LCHS as fixed, agreed and liquidated damages (it being impossible to determine the actual damages occasioned by the delay) for each calendar day of delay, until the work is completed, the amount as set forth in section -LIQUIDATED DAMAGES under SPECIAL CONDITIONS and the Contractor and his sureties shall be liable to the LCHS for the amount thereof.

### **c. Excusable Delays**

- i. The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due:
  - ii. To any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, National Defense, or any other National emergency;
  - iii. To any acts of the LCHS.

- iv. 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 LCHS, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions: and
- v. To any delay of any subcontractor occasioned by and of the causes specified in sub-paragraphs (1), (2) and (3) of this paragraph "c".

## **112. ASSIGNMENT OR NOVATION**

- a. 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 LCHS provided, however, that assignments in banks, trust companies, or other financial institutions may be made without the consent of the LCHS. No assignment or novation of this Contract shall be valid unless the assignment or novation expressly provides that the assignment of any of the Contractor's rights or benefits under the Contract are subject to a prior lien for labor performed, services rendered and materials, tools and equipment supplied for the performance of the work under this Contract in favor of all persons, firms or corporations rendering such labor or services or supplying such materials, tools or equipment.

## **113. DISPUTES**

- a. All disputes arising under this Contract or its interpretation except those disputes covered by FEDERAL LABOR-STANDARDS PROVISIONS under GENERAL CONDITIONS, PART I, and SUPPLEMENTARY GENERAL CONDITIONS, 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 LCHS 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 its character and scope. In the meantime, the Contractor shall proceed with the work as directed. Any claim not presented within the time limit specified within 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 LCHS of notice thereof.
- b. The Contractor shall submit in detail his claim and his proof thereof. Each decision by the governing body of the LCHS 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 any decision of the LCHS he shall in no case allow the dispute to delay the work but shall notify the LCHS promptly that he is proceeding with the work under protest and he may then accept the matter in question from the final release.

#### **114. TECHNICAL SPECIFICATIONS AND DRAWINGS**

- a. Anything mentioned in the Technical Specifications and not shown on the drawings or shown on the Drawings and not mentioned in the Technical Specifications shall be of like effect as if shown on or mentioned in both. In case of difference between Drawings and Technical Specifications, the Technical Specifications shall govern. In case of any discrepancy in Drawings, or Technical Specifications, the matter shall be immediately submitted to the LCHS without whose decisions 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, layout drawings, etc., shall be submitted to the LCHS in PDF 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, 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 adjustments of contract price and/or time; otherwise, the Contractor will not be relieved of the responsibility for executing the work in accordance with the Contract even though the drawings have been approved.
- c. If a shop drawing is in accord with the contract or involves only a minor adjustment in the interest of the LCHS not involving a change in contract price or time, the Engineer or Architect may approve the drawing. The approval shall be general, shall not relieve the Contractor from his responsibility for adherence to the contract or for any error in the drawing and shall contain in substance the following:

“The modification shown on the attached drawing is approved in the interest of the LCHS 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 is subject generally to all Contract stipulations and covenants: and that it is without prejudice to any and all rights of LCHS under the Contract and surety bond or bonds.”

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

- a. It shall be the responsibility of the Contractor to make timely request of the LCHS for any additional information not already in his possession which should be furnished by the LCHS 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 to avoid delay. Each request shall be in writing, and list the various items and the latest date by which each will be required by the Contractor. The first list shall be submitted within two weeks after Contract award and shall be as complete as possible at that time. The Contractor shall, if requested, furnish promptly any assistance and information the Engineer or Architect may require in responding to these requests of the Contractor. The Contractor shall be fully responsible for any delay in his work or to others arising from his failure to comply fully with the provisions of this Section.

## **117. MATERIALS AND WORKMANSHIP**

- a. Unless otherwise specifically provided for in the Technical Specifications, all workmanship, equipment, materials and articles incorporated in the work shall be new and the best grade of the respective kinds for the purpose. Where equipment, materials, articles or workmanship are referred to in the Technical Specifications as "equal to" any particular standard, the Engineer/Architect shall decide the question of equality.
- b. 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 Proposals, standards referred to, except as modified in the Technical Specifications shall have full force and effect as though printed therein.
- c. The LCHS may require the Contractor to dismiss from the work such employees as the LCHS may deem incompetent, or careless, or insubordinate.

## **118. PERMITS AND CODES**

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

- b. Should the Contractor fail to observe the foregoing provisions and proceed with the construction and or install with any applicable ordinance or code, including any written waivers (notwithstanding the fact that such installation is in compliance with the Drawings and Technical Specifications), the Contractor shall remove such work without cost to the LCHS, 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.
- c. The Contractor shall at his own expense, secure and pay to the appropriate department of the Local Government the fees or charges for all permits for street pavement, sidewalks, sheds, removal of abandoned water taps, sealing of house connection drains, pavements cuts, building, electrical, plumbing, water, gas and sewer permits required by the local regulatory body or any of its agencies.
- d. The Contractor shall comply with applicable local laws and ordinances governing the disposal of materials, debris and rubbish on or off the Project Area and commit trespass on any public or private property in any operation due to or connected with the Improvement Work embraced in this Contract.

#### **119. 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 LCHS.
- b. In an emergency affecting the safety of life or property, the Contractor, without special instructions or authorization from the LCHS 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 LCHS. Any compensation claimed by the Contractor on account of such emergency work will be determined by the LCHS as provided in the Section - CHANGES IN THE WORK under GENERAL CONDITIONS.
- c. The Contractor shall avoid damage as a result of his operations to existing building components and he shall at his own expense completely repair any damage thereto caused by his operations.

#### **120. USE OF PREMISES**

- a. The Contractor shall confine his equipment, storage of materials and construction operations to limits as directed by the LCHS and shall not unreasonably encumber the site with his materials and construction equipment.

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

- a. The Contractor shall, periodically or as directed during the progress of the work, remove and legally dispose of all surplus excavated material and debris,

and keep the Project Area and public rights-of-way reasonably clear. Upon completion of the work, he shall remove all temporary construction facilities, debris, and unused materials provided for the work, and put the whole site of the work and public rights-of-way in a neat and clean condition. Trash burning on the site of the work will be subject to prior approval of the LCHS and existing State and local regulations.

- b. All rubbish and debris found on the Project Area at the start of the work as well as that resulting from the site preparation activities or deposited on the site by others during the duration of the Contract shall be removed and legally disposed of by the Contractor who shall keep the Project Area and public rights-of-way reasonably clear at all times. Upon completion of the work, the Contractor shall remove all temporary construction, equipment, salvaged materials, trash and debris of all kinds leaving the entire Project Area in a neat condition.
- c. With the consent of the LCHS the Contractor may use suitable demolished materials for specified fill. Perishable materials must not become a part of any fill placed or left on the site. Any property, personal or otherwise, which may be left on the premises by a former tenant or owner, shall be considered as debris and removed by the Contractor as such. This shall apply to any material or item of any nature whatsoever and any decision by the LCHS in this connection shall be final.

## **122. INSPECTION**

- a. All materials and workmanship shall be subject to inspection, examination or test by the LCHS or their representative at any and all times during construction or installation and at any and all places where such constructions or installations is carried on. The LCHS shall have the right to reject defective material and workmanship or require its correction. Unacceptable workmanship shall be satisfactorily corrected. Rejected material will be promptly segregated and removed from the Project Area and replaced with material of specified quality without charges therefore. If the Contractor fails to proceed at once with the correction of rejected workmanship or defective materials, the LCHS may by Contract or otherwise have the defects remedied or rejected materials removed from the Project Area and charge the cost of the same against any moneys which may be due the Contractor, without prejudice to any other rights or remedies of the LCHS.
- b. The Contractor shall furnish promptly all materials reasonably necessary for any tests which may be required (See Section - SAMPLE, CERTIFICATES and TESTS, under the GENERAL CONDITIONS, PART I). All tests by the LCHS will be performed in such a manner as not to delay the work unnecessarily and shall be made as described in the Technical Specifications.
- c. The Contractor shall notify the LCHS sufficiently in advance of backfilling or concealing any facilities to permit proper inspection. If any facilities are concealed without approval or consent of the LCHS, the Contractor shall uncover for inspection and recover such facilities all at his own expense, when so requested by the LCHS. Should it be considered necessary or advisable by the LCHS at any time before final acceptance of the entire work to make an

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

- d. Inspection of materials and appurtenances to be incorporated in the Improvements embraced in this Contract may be made at the place of production, manufacture or shipment, whenever the quantity justifies it, and such inspection and acceptance, unless otherwise stated in the Technical Specifications, shall be final, except as regards (1) latent defects, (2) departures from specific requirements of the Contract, (3) damage or loss in transit, or (4) fraud or such gross mistakes as amount to fraud. Subject to the requirements contained in the preceding sentence, the inspection of materials as a whole or in part will be made at the Project Site.
- e. Neither inspection, testing, approval nor acceptance of the work in whole or in part, by the LCHS 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.

### **123. FINAL INSPECTION**

- a. When the Improvements embraced in this Contract are substantially completed, the Contractor shall notify the LCHS 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 LCHS having charge of the inspection. If the LCHS 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 include representatives of each department of the Local Government having charge of improvements of like character when such improvements are later to be accepted by the Local Government.

### **124. DEDUCTIONS FOR UNCORRECTED WORK**

- a. If the LCHS 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 LCHS and subject to settlement, in case of dispute, as herein provided.

## **125. REVIEW BY LCHS**

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

## **126. GENERAL GUARANTY**

- a. Neither the final certificate of payment nor any provision in the Contract nor partial or entire use of the Improvements embraced in this Contract by the LCHS or the public shall constitute an acceptance of work 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 any 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 LCHS will give notice of defective materials and work with reasonable promptness.

## **127. WARRANTY OF TITLE**

- a. No material, supplies, or equipment for the work shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. The Contractor shall warrant good title to all materials, supplies, and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same together with all improvements and appurtenances constructed or placed thereon by him to the LCHS free from any claims, liens, or charges. Neither the Contractor nor any person, firm nor corporation furnishing any material or labor for any work covered by this Contract shall have any rights to a lien upon 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 Jaw permitting such persons to look to funds due the Contractor in the hands of the LCHS. 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.

## **128. PATENTS**

- a. The Contractor shall hold and save the LCHS, 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 LCHS unless otherwise specifically stipulated in the Technical Specifications.

## **129. ACCIDENT PREVENTION**

- a. The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his fault or negligence in connection with the 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 LCHS 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. Full compliance shall be accorded to the provisions of the Occupational Health and Safety Act.
- b. The Contractor shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the LCHS with reports concerning these matters.
- c. The Contractor agrees to indemnify, hold harmless and defend the LCHS from and against any and all liability for loss, damage or expense which the LCHS may suffer or for which the LCHS may be held liable by reason of injury (including death) to any person or damage to any property arising out of or in any manner connected with the operations to be performed under this Contract and also any injury, including death, to any person or damage to any property that may occur after the work is completed provided that the claim arises out of work that was performed by the Contractor whether or not due in whole or in part to any act, omission, or negligence of the LCHS or any of its representatives or employees. Anything herein to the contrary notwithstanding, it is nevertheless expressly agreed by the LCHS that nothing herein shall be construed to preclude the Contractor from maintaining an action at Law for money which may be due him under the Contract.

## **130. RESPONSIBILITY, RISK. ETC.**

- a. The Contractor shall be liable for any loss or injury to property (including property of the LCHS): or persons, occasioned by either his negligence or by the negligence of the LCHS its members, employees, and all others who may act for or on its behalf, during the progress of the work and services and until the same shall have been completed and accepted by the LCHS. He shall also assume full responsibility for loss by reason of violation any Federal or State law or Local ordinance or for encroachment upon neighbors.
- b. The Contractor shall, at no additional cost to the LCHS immediately replace or repair any damage or destruction of material and/or work done resulting from an Act of God or any cause whatsoever not directly attributable to the negligence of the LCHS the said loss to fall entirely upon the Contractor.

## 131. INSURANCE

- a. The Contractor shall carry, or require that there be carried, Workmen's Compensation Insurance for all his employees and those of his subcontractors in accordance with State or Territorial Workmen's Compensation Laws.
- b. The Contractor shall carry Manufacturers' and Contractors' Public Liability Insurance, XCU Insurance, Comprehensive Automobile Liability Insurance with limits of \$300,000 for one person, \$500,000 for each occurrence, and \$100,000 for property damage, SCU Insurance Certificate must be attached, to protect the Contractor, his Subcontractors, and the LCHS against claims for injury to or death of one, or more than one person, which may occur or result with respect to any matter connected with this Contract, or of the work or services thereunder. The Manufacturers' and Contractors' Public Liability Insurance shall be for the benefit of the Contractor and LCHS as their interest may appear and each shall be named in the policy or policies as an assured. Each Contractor shall require his Subcontractors to carry such insurance.
- c. The Contractor shall carry Contract Property Damage Insurance in the penal sum \$100,000/\$500,000 to protect the Contractor, his Subcontractors, and the LCHS against all claims for property damage of any kind or nature whatsoever, which may occur or result with respect to any matter connected with this Contract or the work or services thereunder. The Contract Property Insurance shall be for the benefit of the Contractor and the LCHS as their interest may appear, and each shall be named in the policy or policies as an assured. Each Contractor shall require his Subcontractors to carry such insurance.
- d. Before commencing work, the Contractor shall submit copies of his Workmen's Compensation, Manufacturers' and Contractors' Public Liability Insurance, XCU Insurance, Comprehensive Automobile Liability Insurance and Contract Property Damage Insurance policies to the LCHS for review and approval. He shall similarly submit his Subcontractors' policies for similar insurance before each commences work. The policies submitted shall be scheduled on approved form to be supplied by the LCHS. The LCHS will in writing, identify the policies and indicate its approval or disapproval. New policies from other companies shall be provided in place of those disapproved. Such insurance shall be carried with financially responsible insurance companies, licensed in the State and approved by the LCHS Contracts of insurance (covering all operations under this Contract) which expire before the Contractor's work is accepted by the LCHS shall be renewed and submitted to the LCHS for its approval.
- e. The Contractor shall carry during the life of the Contract, Contractual Liability Insurance to protect and hold harmless the LCHS in accordance with Section 131c of these GENERAL CONDITIONS.
- f. Completed Operations Insurance shall also be carried in the same limits as required under paragraphs b and c above.
- g. Paragraphs b and c are herewith modified to permit the submission of any Owners' Protective Liability Policy (providing the same coverage with the same limits) naming the

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\_\_\_\_\_ in lieu of naming the LCHS as an additional interest in the policies required under paragraphs b or c above.

- h. Paragraphs b and c above are further modified to require that the coverage as specified therein be in a single primary contract of insurance. No excess insurance shall be considered unless it is in excess of the limits stated therein.
- i. Paragraphs b and c above are further modified to require that the prime Contractors' insurance coverage include coverage for all hired trucks.

**Section 00800:  
Supplementary Conditions**

**SECTION 00800**  
**SUPPLEMENTARY GENERAL CONDITIONS**

**201. EQUAL EMPLOYMENT OPPORTUNITY**

- A. Equal Employment Opportunity Clause
- B. During the performance of this contract, the contractor agrees as follows:
  - 1. The Contractor will not discriminate against any employee or applicant for the 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.

**202. ADDITIONAL PROVISIONS, CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

- A. The Contractor, if the Contract is in excess of \$2,000, and any of his subcontractors, shall comply with Section 103 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-332) as supplemented by Department of Labor Regulations contained in 29 CFR, Part 5.
- B. Under Section 103 of the Act, the Contractor and any of his subcontractors, shall be required to compute the wages of every mechanic and laborer on the basis of standard workday of eight hours and a standard work week of forty hours. Work in excess of the standard work day or week is permissible, provided the worker is compensated at a rate not less than one and one half times the basic rate of pay for all hours worked in excess of eight hours in any calendar day or forty hours in any work week.
- C. Section 107 of the Act provides that no laborer or mechanic shall be required to work in surroundings or under working conditions, which are unsanitary, hazardous or dangerous to his health and safety, as determined under construction, safety and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchase of suppliers or materials or articles ordinarily available on the open market.

**203. COMPLIANCE WITH AIR AND WATER ACTS**

- A. This contract is subject to the requirements of the clean air act, as amended, 42 USC 1857 et. seq., the federal water pollution control act, as amended, 33 USC 1251 et. seq. and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR, Part 15, as amended from time to time.

- B. The contractor and any of its subcontracts for work funded under this contract which is in excess of \$100,000, agree to the following requirements:
- a. A stipulation by the contractor or subcontractor that any facility to be utilized in the performance of any non-exempt contract or subcontract is not listed on the list of violation facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
  - b. Agreement by the Contractor to comply with all the requirements of section 114 of the Clean Air Act, as amended, (41 USC 1857c-8) and section 308 of the Federal Water Pollution Control Act, as amended. (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said section 114 and section 308, and all regulations and guidelines issued thereunder.
  - c. A stipulation that as a condition for the award of the contract prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA list of violating facilities.
  - d. Agreement by the Contractor that he will include or cause to be included the criteria and requirements in paragraph (a) through (d) of this section in every non-exempt subcontract and requiring that the Contractor will take such action as the Government may direct as a means of enforcing such provision.

**Section 00810:  
Special Conditions**

## SPECIAL CONDITIONS

### 301. SUPERVISION OF WORK

- A. The authorized LCHS representative shall be in specific charge of the work and shall act, direct, review and approve, in lieu of the Engineer, on all matters relative to the improvements embraced in this contract.

### 302. IDENTIFICATION AND WORK HOURS

- A. The Contractor shall allow only authorized persons on the site of the work area at any time. All contract work shall be performed by employees of the Contractor or by employees of an approved Subcontractor.
- B. No work shall be performed on the job on Saturdays, Sundays, or legal holidays without specific approval by the LCHS representative. Contractors desiring to obtain permission to work on holidays shall request approval at least 24 hours prior to the day it is proposed to work.

### 303. LIQUIDATED DAMAGES

- A. As actual damages for any delay due to incompleteness of the work which the Contractor is required to perform under this Contract are impossible to determine, the Contractor and his Sureties shall be liable for and shall pay to the LCHS the sum of monies due per the following schedule:

AMOUNT OF LIQUIDATED AMOUNT OF CONTRACT DAMAGES PER DAY

<u>CONTRACT AMOUNT</u>	<u>DAILY DAMAGES</u>
\$10,000 and Less	\$10.00
More than \$10,000 and less than or equal to \$20,000	\$20.00
More than \$20,000 and less than or equal to \$50,000	\$45.00
More than \$50,000 and less than or equal to \$100,000	\$90.00
More than \$100,000 and less than or equal to \$200,000	\$175.00
More than \$200,000 and less than or equal to \$400,000	\$350.00
More than \$400,000 and less than or equal to \$750,000	\$750.00
More than \$750,000 and less than or equal to \$1,500,000	\$1,000.00

as fixed, agreed and liquidated damages for each calendar day of delay from the above stipulated completion, or as modified in accordance with Section 109 hereof, until such work is satisfactorily completed and accepted.

#### **304. RESPONSIBILITIES OF CONTRACTOR**

- A. Except as otherwise stated in the Contractor Documents and Technical Specifications, the Contractor shall provide and pay for all materials, labor, tools, equipment, transportation, superintendence, charges, fee or other expenses and all other services and facilities of every nature whatsoever necessary for the performance of the Contract and to deliver all Improvements embraced in this Contract.

#### **305. COMMUNICATIONS**

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

#### **306. LIENS, INSURANCE, INDEMNIFICATION**

- A. The successful proposer, to whom the contract is awarded, agrees hereby to indemnify and save owner, Engineer, and any of their employees from all suits, actions, or claims of any character, time and description brought for on account of any injuries or damages received or sustained by any person, persons, or property by or from the successful proposer, or 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 proposer or any of his representatives, servants, or employees.
- B. In all terms and conditions contained in these contract documents which provide for liability protection, waiver of liens, indemnification, etc., shall mean the protection is to be provided the LCHS (owner) of the traffic control signalization. The Inspector shall be included as additional insured. The form and manner in which this is accomplished must be approved by the Solicitor for the LCHS.

#### **307. PERMITS, CODES, LAWS, ETC.**

- A. The Contractor is responsible for prosecuting the Contract work in strict accordance with the Contract terms, conditions, technical specifications and drawings of the Contract

Documents as well as all applicable rules, regulations, codes, laws and requirements of Federal, State, County and local Governments and Agencies as may govern operations of the Contract work.

- B. The Contractor will be responsible for obtaining and payment for all permits required for completion of the Contract work and shall conform with all regulations and requirements of the State, County and or local Departments or Agencies having jurisdiction.

### **308. TIME FOR COMPLETION**

- A. The work which the Contractor is required to perform under this Contract shall be commenced at the time stipulated by the owner written notice "Notice to Proceed". Upon receipt of this "Notice to Proceed" the Contractor shall commence work on the construction. The project shall be fully completed by February 18, 2022.
- B. In the event there is a delay in the work required under this Contract caused by delays in construction (under separate contract, additional time will be allowed for completion. The Contractor will be notified in writing of any such extension to the required time of completion. The Contractor will not be given additional compensation because of such extension of time of completion.

### **309. INSPECTION**

- A. The work under this Contract is all subject to the approval of the owner's representative, and before final payment is requested, the Contractor shall submit evidence of approval of his work.

### **310. COORDINATION WITH OTHER CONTRACTORS (If applicable)**

- A. The Contractor shall coordinate his efforts with other contractors involved in the area adjacent to the Contract Area so as to minimize access and storage conflicts. Any delay caused to this work, due to conflicts with other contractors, will not be an acceptable basis for an extension of time under this Contract or extra compensation under this Contract.

### **311. TERMINATION CLAUSE**

- A. It must be understood by the Contractor that the Contract financing is dependent upon funding by Local and Federal Governments and the LCHS assumes the obligation hereunder, upon the conditions of the availability of funds being provided by said Governments.

**Section 00900:**  
**Wage Rates**

"General Decision Number: PA20220095 07/08/2022

Superseded General Decision Number: PA20210095

State: Pennsylvania

Construction Type: Building

County: Luzerne County in Pennsylvania.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> <li>. Executive Order 14026 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.</li> </ul>
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> <li>. Executive Order 13658 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.</li> </ul>

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	01/07/2022
1	01/14/2022

2	02/11/2022
3	02/25/2022
4	04/01/2022
5	06/10/2022
6	07/08/2022

ASBE0038-006 07/01/2021

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (MECHANICAL- Duct, Pipe & Mechanical System Insulation).....	\$ 36.03	23.47

BOIL0013-008 01/01/2022

	Rates	Fringes
BOILERMAKER.....	\$ 50.17	34.96

BRPA0005-072 05/01/2018

	Rates	Fringes
TILE FINISHER.....	\$ 28.94	14.60
TILE SETTER.....	\$ 31.45	15.50

BRPA0005-078 05/03/2020

	Rates	Fringes
BRICKLAYER (Including Pointing, Caulking, and Cleaning).....	\$ 34.94	17.70
MASON - STONE.....	\$ 34.94	17.70

CARP0445-001 06/01/2021

	Rates	Fringes
CARPENTER (Including Acoustical Ceiling Installation; Drywall Hanging; Floor Laying-Carpet and Vinyl; Form Work).....	\$ 31.78	18.31

ELEC0163-007 06/01/2021

	Rates	Fringes
ELECTRICIAN (Includes Installation of Sound and Communication Systems, HVAC/Temperature Controls Installation, and Low Voltage Wiring).....	\$ 37.36	23.37

ELEV0084-005 01/01/2022

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 54.10	36.885+a+b

FOOTNOTES:

A. VACATION CREDIT: Employer contributes 8% basic hourly rate for 5 years or more of service as vacation pay credit, and 6% for 6 months to 5 years of service.

B. Eight Paid Holidays (provided employee has worked 5 consecutive days before and the working day after the holiday): New Year's Day; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day and the Friday after Thanksgiving Day, and Christmas Day.

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 ENGI0066-039 06/12/2017

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Pump.....	\$ 29.58	20.15

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 ENGI0542-038 05/01/2018

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Backhoe/ Excavator/ Trackhoe, Bulldozer, Hoist (With Two Towers), Mechanic, Loader.....	\$ 35.73	24.71
Bobcat/ Skid Steer/ Skid Loader, Roller.....	\$ 35.73	24.71
Concrete Pump.....	\$ 38.26	25.46
Crane.....	\$ 38.26	25.46
Forklift (20 ft and over, excludes masonry work).....	\$ 35.73	24.71
Forklift (Lull or similar, excludes masonry work).....	\$ 33.01	23.90
Hoist (Single Drum), Forklift (under 20 ft).....	\$ 33.01	23.90
Oiler.....	\$ 30.54	23.18

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 \* IRON0404-028 07/01/2022

	Rates	Fringes
IRONWORKER (Ornamental, Structural, & Reinforcing).....	\$ 35.26	31.13

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 LAB00130-011 05/01/2017

	Rates	Fringes
LABORER		
Asbestos Abatement: Removal from Floors, Walls, Ceilings and Mechanical Systems.....	\$ 22.80	16.88
Common or General; Concrete Worker.....	\$ 20.80	16.88
Forklift (Masonry Work Only).....	\$ 24.82	16.88
Mason Tender-Brick.....	\$ 23.32	16.88
Mason Tender-Stone.....	\$ 23.32	16.88
Scaffold Builder (Brick and Masonry only).....	\$ 23.32	16.88

PAIN0041-002 05/01/2014

Rates Fringes

PAINTER (Brush, Roller,  
Spray, and Drywall  
Finishing/Taping).....\$ 27.95 16.12

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PLAS0592-038 06/01/2022

Rates Fringes

CEMENT MASON/CONCRETE FINISHER...\$ 36.48 13.80

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PLUM0524-011 12/01/2021

Rates Fringes

PLUMBER.....\$ 46.24 21.57

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PLUM0524-012 12/01/2021

Rates Fringes

PIPEFITTER (Includes HVAC  
Pipe Installation).....\$ 46.24 21.57

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ROOF0030-004 05/01/2021

Rates Fringes

ROOFER (Excludes Metal Roof  
Installation and  
Waterproofing).....\$ 31.00 20.86

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SFPA0669-004 04/01/2022

Rates Fringes

SPRINKLER FITTER (Fire  
Sprinklers).....\$ 42.29 27.23

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SHEE0044-010 05/01/2021

Rates Fringes

SHEET METAL WORKER (Includes  
HVAC Duct and Metal Roof  
Installation).....\$ 31.60 26.65

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\* UAVG-PA-0020 01/01/2016

Rates Fringes

LABORER: Mason Tender -  
Cement/Concrete.....\$ 24.12 15.99

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SUPA2011-053 08/20/2014

Rates Fringes

OPERATOR: Drill.....\$ 28.55 15.78

OPERATOR: Gradall.....\$ 32.70 18.43

OPERATOR: Grader/Blade.....\$ 32.51	17.98
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....\$ 33.01	18.37
ROOFER: Waterproofing Only.....\$ 28.60	18.02
TRUCK DRIVER: Dump Truck.....\$ 23.36	7.60

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the

most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISIO"

**Section 01348:**  
**Shop Drawings, Product Data, and Samples**

**SECTION 01340**  
**SHOP DRAWINGS, PRODUCT DATA AND SAMPLES**

**1.01 GENERAL**

- A. Submit Shop Drawings, Product Data, and Samples required by the Contract Documents.
- B. Related requirements in other Parts of the Contract Documents:
  - 1. Supplemental Conditions: Section 00800.
- C. Related requirements specified in other Sections of these General Specifications:
  - 1. Windows: Section 08810.
- D. Designate in the construction schedule, or in a separate coordinated schedule, the dates for submission and the dates that reviewed Shop Drawings, Product Data, and Samples will be needed.

**PART 2 - PRODUCTS**

**2.01 SHOP DRAWINGS**

- A. Drawings shall be presented in a clear and thorough manner.
  - 1. Details shall be identified by reference to sheet and detail shown on Contract Drawings.
- B. Minimum sheet size: 8 1/2" x 11"

**2.02 PRODUCT DATA**

- A. Preparation
  - 1. Clearly mark each copy to identify pertinent products or models.
  - 2. Show performance characteristics and capacities.
  - 3. Show dimensions and clearances required.
  - 4. Show wiring or piping diagrams and controls.
- B. Manufacturer's standard schematic drawings and diagrams:
  - 1. Modify drawings and diagrams to delete information which is not applicable to the Work.
  - 2. Supplement standard information to provide information specifically applicable to the Work.

**2.03 SAMPLES**

- A. Office samples shall be of sufficient size and quantity to clearly illustrate:
  - 1. Functional characteristics of the product, with integrally related parts and attachment devices.
  - 2. Full range of color, texture, and pattern.
- B. Field samples and mock-ups:
  - 1. Contractor shall erect, at the Project site, at a location acceptable to the Engineer.
  - 2. Size or area: that specified in the respective Specification section.
  - 3. Fabricate each sample and mock-up complete and finished.
  - 4. Remove mock-ups at conclusion of Work or when acceptable to the Engineer.

### **PART 3 - EXECUTION**

#### **3.01 CONTRACTOR RESPONSIBILITIES**

- A. Review Shop Drawings, Product Data, and Samples prior to submission.
- B. Determine and verify:
  - 1. Field measurements.
  - 2. Field construction criteria.
  - 3. Catalog numbers and similar data.
  - 4. Conformance with Specifications.
- C. Coordinate each submittal with requirements of the Work and of the Contract Documents.
- D. Notify the Engineer, in writing at the time of submission, of any deviations in the submittals from requirements of the Contract Documents.
- E. Begin no fabrication or Work which requires submittals until return of submittals with Engineer approval.

#### **3.02 SUBMISSION REQUIREMENTS**

- A. Make submittals promptly in accordance with approved schedule, and in such sequence as to cause no delay in the Work or in the Work of any other Contractor.
- B. Number of submittals required:
  - 1. Shop Drawings: Submit the number of opaque reproductions which the Contractor requires, plus three (3) copies which will be retained by the Engineer. Minimum submission number shall be six (6).
  - 2. Product Data: Submit the number of opaque reproductions which the Contractor requires, plus three (3) copies which will be retained by the Engineer. Minimum submission number shall be six (6).

3. Samples: Submit the number required by each Specification Section.
- C. Submittals shall contain:
1. The date of submission and the dates of any previous submissions.
  2. The Project title and number.
  3. Contract identification.
  4. The names of:
    - a. Contractor.
    - b. Supplier.
    - c. Manufacturer.
  5. Identification of the product, with the Specification Section number.
  6. Field dimensions, clearly identified as such.
  7. Relation to adjacent or critical features of the Work or materials.
  8. Applicable standards, such as ASTM or Federal Specification numbers.
  9. Identification of deviations from Contract Documents.
  10. Identification of revisions on resubmittals.
  11. Contractor's stamp, initialed or signed, certifying to review of submittal, verification of products, field measurements and field construction criteria, and coordination of the information within the submittal with requirements of the Work and of Contract Documents.

### **3.03 RESUBMISSION REQUIREMENTS**

- A. Make any corrections or changes in the submittals required by the Engineer and resubmit until approved.
- B. Shop Drawings and Product Data:
  1. Revise initial drawings or data, and resubmit as specified for the initial submittal.
  2. Indicate any changes which have been made other than those requested by the Engineer.
- C. Samples: Submit new samples as required for initial submittal.

### **3.04 DISTRIBUTION**

- A. Distribute to the following, those reproductions of Shop Drawings and copies of Product Data which carry the Engineer's stamp indicating that the submission is "APPROVED" or "APPROVED AS NOTED:"
  - 1. Job site file.
  - 2. Project Record Documents file.
  - 3. Other affected Contractors.
  - 4. Subcontractors.
  - 5. Supplier or Fabricator.
  
- B. Distribute, as directed by the Engineer, samples which carry the Engineer's stamp indicating that the submission is "APPROVED" OR "APPROVED AS NOTED."

**3.05 ENGINEER DUTIES**

- A. Review submittals with reasonable promptness.
  
- B. Affix initialed or signed stamp to submittal indicating form of approval or disapproval and, when dictated, state requirements for approval or resubmittal.
  
- C. Return all but three (3) copies of submittals to Contractor for either distribution or resubmission.

**END OF SECTION**

**Section 07100:**  
**Damproofing and Waterproofing**



**SECTION 07100  
WATER PROOFING**

**PART 1 - GENERAL**

**1.01 DESCRIPTION OF WORK**

A. Scope

1. The Work covered under this section shall consist of providing all building, labor, and material required to furnish and install all water proofing in association with replacement windows, as set forth on the Drawings and in accordance with this section of the Specifications. Specifically, the replacement of the water resistive barrier (WRB) as necessary where there may be damage found around existing windows openings.

**1.02 SUBMITTALS**

- A. Product Data: Include product data on each type of dampproofing and waterproofing product specified, including data substantiating that materials comply with specified requirements.
- B. Samples: Submit, when notified, for the Engineer's inspection and approval, samples of the sheet membrane. Samples shall be at least 4" wide by 9" high, in required thickness.
- C. Refer to requirements in Section 01340: Shop Drawings, Product Data, and Samples.

**1.03 STANDARD OF QUALITY**

- A. Installer Qualifications: Engage an experienced Installer who has completed fluid-applied and sheet membrane waterproofing applications similar in material, design, and extent to that indicated for Project and that has resulted in construction with a record of successful in-service performance.
  1. Assign work closely associated with waterproofing, including (but not limited to) waterproofing accessories, and flashings used in conjunction with waterproofing, expansion joints in membrane, insulation, and protection course on membrane, to Installer of fluid-applied waterproofing, for single, undivided responsibility.
- B. Single-Source Responsibility: Obtain primary waterproofing materials of each type required from a single manufacturer.

**1.04 DELIVERY, STORAGE, AND HANDLING**

- A. Deliver materials to Project site in original packages with seals unbroken, labeled with manufacturer's name, product, date of manufacturer, and directions for storage.
- B. Store materials in their original undamaged packages in a clean, dry, protected location and within temperature range required by waterproofing manufacturer. Protect stored materials from direct sunlight.

**1.05 PROJECT CONDITIONS**

- A. Environmental Conditions: Apply waterproofing within range of ambient and substrate temperatures recommended by waterproofing manufacturer. Do not apply waterproofing to a damp or wet substrate.
  - 1. Do not apply waterproofing in snow, rain, fog, or mist.
- B. Maintain adequate ventilation during penetration and application of waterproofing materials.

## **PART 2 - PRODUCTS**

### **2.01 SCHEDULE**

- A. General Compatibility: Provide products that are recommended by manufacturer to be fully compatible with indicated substrates.
- B. In addition to primary waterproofing materials, provide the following:
  - 1. Primer/Filler/Sealer: As recommended by waterproofing manufacturer.
  - 2. Flashings and Accessories: As recommended by window and waterproofing manufacturer.

## **PART 3 – EXECUTION**

To prevent water leakage within building envelope, the window must be integrated, if possible, into the building's water resistive barrier (WRB).

### **3.01 EXAMINATION**

- A. Upon removal of existing windows, examine the immediate area adjacent for water damage and damage to the water-resistive barrier (WRB) if possible.
- B. Verify substrate is visible dry and free of moisture prior to installation.

### **3.02 CLEANING AND REPLACEMENT**

- A. Clean substrate of projections and substances detrimental to work; comply with instructions of prime materials manufacturer.
- B. Install flashings and accessories.
- C. Fill voids, seal joints, and apply bond breakers as recommended by prime materials manufacturer.
- D. Prime substrate as recommended by prime materials manufacturer.

### **3.03 INSTALLATION - GENERAL**

- A. Comply with manufacturer's written installation recommendations, including preparation of substrate surfaces, detail coatings of joints and planar changes in substrate, and priming of substrates.

- B. Mix separately packaged components in accordance with manufacturer's written recommendations.

### **3.04 INSTALLATION - SHEET MEMBRANE WATERPROOFING**

- A. Apply waterproofing membrane material to substrates and adjoining surfaces as necessary around opening. Apply in accordance with manufacturer's recommendations to obtain thicknesses specified and using applicators and techniques best suited for slope and type of substrate to which applied.
  - 1. If two-coat application is required to obtain membrane thickness specified below, apply second coat only after initial coat has cured as recommended by manufacturer.
  - 2. Provide 60 mil (average) membrane thickness, with minimum 50 mil thickness.
- B. Install sheet membrane waterproofing material to substrates and adjoining surfaces indicated to receive membrane. Install in accordance with manufacturer's recommendations using applicators and techniques best suited for type of substrate to which applied.
- C. Install sheet-type flashings and joint covers where indicated and as recommended by prime materials manufacturer. Extend flashings onto perpendicular surfaces and other work penetrating substrate to not less than 6 inches beyond finished surface to be applied over waterproofing.
- D. Permit membrane to cure under conditions that will not contaminate or deteriorate waterproofing material. Block off traffic and protect membrane from physical damage.
- E. Install protection course on cured membrane (after testing, if required) without delay to minimize period of membrane exposure.
  - 1. On vertical surfaces comply with waterproofing manufacturer's recommendations for adhesion of protection course to membrane.
- F. Provide separation between waterproofing membrane and non-compatible substrates and materials in accordance with manufacturers published instructions.

**END OF SECTION**

**Section 07620:**  
**Flashing & Trim**



**SECTION 07620  
FLASHING**

**PART 1 - GENERAL**

**1.01 DESCRIPTION OF WORK**

A. Scope

1. The Work covered under this section shall consist of providing all building, labor, and material required to furnish and install all water proofing in association with replacement windows, as set forth on the Drawings and in accordance with this section of the Specifications. Specifically, the replacement of window flashing.

**1.02 SUBMITTALS**

- A. Product Data: For each type of product specified.
- B. Submit Shop Drawings, color samples, product information, and samples clearly detailing shaping, jointing, length of sections, fastening, and installation details.
- C. Manufacturer's standard color charts for selection purposes.

**1.03 STANDARD OF QUALITY**

- A. Installer Qualifications: Engage an experienced installer who has completed sheet metal flashing and trim work similar in material, design, and extent to that indicated for this project and with a record of successful in-service performance.
- B. Do not proceed with the installation of flashing and sheet metal work until curb and substrate construction, cant strips, blocking, reglets, and other construction to receive the work is completed.
- C. Flashing and sheet metal shall be installed in accordance with:
  1. FM Global (FMG) Standards (Factory Mutual Engineering and Research Requirements)
  2. SMACNA's Architectural Sheet Metal Manual"
  3. Conform to dimensions and profiles shown unless more stringent requirements are indicated.
- D. The installer must examine the substrate and the conditions under which flashing and sheet metal work is to be performed, and notify the [Architect] [Owner's Representative] in writing of unsatisfactory conditions. Do not proceed with the work until unsatisfactory conditions have been corrected in a manner acceptable to the installer.

**1.04 DELIVERY, STORAGE, AND HANDLING**

- A. Delivery: Deliver materials in manufacturer's original, unopened, undamaged containers with identification labels intact.

- B. Storage and Protection: Protect materials from rain and physical damage. Provide cover on top and on all sides, allowing for adequate ventilation. Store flashing where temperatures will not exceed 90 degrees F for extended periods. Store all products in a dry area away from high heat, flames or sparks.
- C. Store Membrane Flashing System products in manufacturer's unopened packaging until ready for installation and dispense the needed amounts of materials from the manufacturer box.

#### **1.05 PROJECT CONDITIONS**

- A. Existing Conditions:
  - 1. Exercise care when working on or about roof surfaces to avoid damaging or puncturing membrane or flexible flashings.
- B. Do not install Membrane Flashing Systems on wet or damp surfaces. Surfaces should also be free from dirt, oils, lubricants or other debris that may inhibit adhesion of the flashing tape to the substrate. After precipitation, allow a minimum of 24 hours for drying before installing the flashing tape. For optimal performance, install at temperatures above 40 degrees F.
- C. Coordinate Work of this Section with interfacing and adjoining Work for proper sequencing of each installation. Ensure best possible weather resistance, durability of Work, and protection of materials and finishes.

#### **1.06 WARRANTY**

- A. Provide Owner with warranty stating that flashing material will properly shed water and protect wall from physical damage for a minimum period of five years from date of Substantial Completion and the damage resulting from failure to provide above stated performances will be repaired to satisfaction of Owner at no additional cost.

### **PART 2 - PRODUCTS**

#### **2.01 ALUMINUM FLASHING**

- A. Aluminum Sheet: ASTM B209, Alloy 3003, Temper H14, AA-C22A41, minimum .032 inch thick (20 ga) sheet.
  - 1. Finish: 5-year Fluoropolymer 2-Coat System: Manufacturer's standard 2-coat, thermocured system consisting of specially formulated inhibitive primer and fluouropolymer color topcoat containing not less than 70 percent polyvinylidene fluoride resin by weight; complying with AAMA 2604 where exposed.
- B. Fasteners: Concealed type; of same material as flashings; sized to suit application.
- C. Size and shape as shown on Drawings.

## **2.01 MEMBRANE FLASHING**

### **A. Window Opening Flashing System**

#### **1. Approved Manufacturers**

- i. "Tyvek FlexWrap" and "Tyvek StraightFlash", Dupont Company
- ii. "Hyload Jamb Closure Membrane", Hyload Flashing
- iii. "York HomeSeal Self Adhering Flashing Membrane", York Manufacturing Inc
- iv. "StoGuard Tape" Sto Corporation

#### **2. Accessories**

##### **i. Sealing Tape:**

1. Material: Pressure sensitive, polypropylene substrate with acrylic based adhesive. Provides permanently elastic, nonsaq, nontoxic, nonstaining tape which is compatible with Tyvek Weatherization Systems Products
- ii. Sealants: ASTM C920, elastomeric polymer sealant, of type, grade, class, and use classifications required to seal joints and remain watertight and are compatible with flashing membrane.
- iii. Primer: As approved and recommended by flashing company.

## **PART 3 – EXECUTION**

### **3.01 INSTALLATION – GENERAL**

- A. Comply with manufacturer's instructions and recommendations for handling and installation of flashing and sheet metal work.
- B. Performance: Coordinate the work with other work for the correct sequencing of items which make up the entire membrane or system of weatherproofing or waterproofing and rain drainage. It is required that the flashing and sheet metal work be permanently watertight, and not deteriorate in excess of manufacturer's published limitations.
- C. Examine substrates and conditions under which sheet metal flashing and trim are to be installed and verify that work may properly commence. Do not proceed with installation until unsatisfactory conditions have been corrected.

### **3.02 INSTALLATION – WALL FLASHINGS**

#### **A. Membrane Wall Flashing:**

1. Install at all windows and other locations as shown on Drawings in strict accordance with manufacturer's specifications to provide a watertight enclosure.
2. Substrate must be smooth, clean, dry and free of voids, spalled areas, loose substrate, loose nails, other sharp protrusions or other matter that will hinder the

adhesion or regularity of the flashing tape installation. Clean loose dust or dirt from surface wherever flashing tape is to be applied as recommended by flashing manufacturer.

3. Apply membrane over approved primer. Membrane wall flashings shall overlap one to two inches, as recommended by manufacturer. All membrane overlaps shall be firmly rolled immediately following installation to minimize bubbles caused by outgassing air vapor.
  4. Apply a bead of sealant along top edge of flashing membrane and along seams and cuts as required.
- B. Install window flashings AFTER installation of Air Infiltration Barrier as follows:
1. Prepare Air Infiltration Barrier for window installation.
  2. Make a modified "I-cut" in the Air Infiltration Barrier.
  3. Cut a flap above the rough opening to allow head flashing installation.
  4. Fold side and bottom flaps into rough opening and secure. Flip head flap up and temporarily secure.
  5. Cut Elasticized Flexible Flashing Tape at least 12" longer than width of rough opening sill.
  6. Remove first piece of release paper, align edge of sill flashing with inside edge of sill, and adhere into rough opening across sill and up jambs (minimum 6"). Sill flashing should not wrap onto interior surface of framing.
  7. Remove the second release paper.
  8. Fan Elasticized Flexible Flashing Tape at bottom corners onto face of wall.
  9. Firmly press sill flashing to insure full adhesion.
  10. Secure edges of bottom corners with approved sealing tape or mechanical fasteners.
  11. Apply continuous bead of sealant to wall or backside of window mounting flange across jambs and head. Do NOT apply sealant across sill.
  12. Install window or door in to opening.
  13. Remove release paper and install Straight Polyethylene Laminate Flashing Tape jamb flashings overlapping entire mounting flange of both jambs. Extend jamb flashings 6-inches above top of rough opening to below bottom of sill flashing.
  14. Remove release paper and install Straight Polyethylene Laminate Flashing Tape as head flashing overlapping entire mounting flange. Head flashing should extend beyond outside edges of both jamb flashings.
  15. Flip head flap down over the head flashing.
  16. Secure flap above window with approved sealing tape.
  17. Install Sealant (using backer rod if necessary) to seal rear of window/door frame to rough opening.

**3.05 CLEANING & PROTECTION**

- A. Clean exposed metal surfaces, removing substances that might cause corrosion of metal or deterioration of finishes.
- B. Provide final protection and maintain conditions that ensure sheet metal flashing and trim work during construction is without damage or deterioration other than natural weathering at the time of Substantial Completion.

**END OF SECTION**

**Section 07920:**  
**Joint Sealants**



**SECTION 07920  
JOINT SEALANT**

**PART 1 - GENERAL**

**1.01 DESCRIPTION OF WORK**

A. Scope

1. The Work covered under this section shall consist of providing all building, labor, and material required to furnish and install perimeter joint sealant in association with window replacements, as set forth on the Drawings and in accordance with this section of the Specifications.

**1.02 SUBMITTALS**

- A. Product Data: Include product data on each type of sealant product specified, including data substantiating that materials comply with building finish and window manufacturer requirements.
- B. Samples: Submit, when notified, for the Engineer's inspection and approval, samples of each color of exposed sealant.
- C. Refer to requirements in Section 01340: Shop Drawings, Product Data, and Samples.

**1.03 STANDARD OF QUALITY**

- A. Installer Qualifications: An experienced installer who has specialized in installing joint sealants similar in material, design, and extent to those indicated for this Project and whose work has resulted in joint-sealant installations with a record of successful in-service performance.
- B. Source Limitations: Obtain each type of joint sealant through one source from a single manufacturer.
- C. All materials shall be verified by this Contractor to be compatible with adjacent materials.

**1.04 DELIVERY, STORAGE, AND HANDLING**

- A. Deliver materials to Project site in original unopened containers or bundles with labels indicating manufacturer, product name and designation, color, expiration date, pot life, curing time, and mixing instructions for multicomponent materials.
- B. Store and handle materials in compliance with manufacturer's written instructions to prevent their deterioration or damage due to moisture, high or low temperatures, contaminants, or other causes.

**1.05 PROJECT CONDITIONS**

- A. Environmental Limitations: Do not proceed with installation of joint sealants under the following conditions:
  1. When ambient and substrate temperature conditions are outside limits permitted by

joint sealant manufacturer or are below 40 degrees F. and greater than 100 degrees F.

2. When joint substrates are wet.
- B. Joint-Width Conditions: Do not proceed with installation of joint sealants where joint widths are less than, or greater than, those allowed by joint sealant manufacturer for applications indicated.

## **1.06 WARRANTY**

### **A. Special Warranty:**

1. Submit two copies of a written guarantee agreeing to repair or replace joint sealers which fail to perform as air tight and water-tight joints; or fail in joint adhesion, cohesion, abrasion resistance weather resistance, or general durability; or appear to deteriorate or become unserviceable or causing an objectionable appearance resulting from either defective or non-conforming materials and workmanship or in any other manner not clearly specified by submitted manufacturer's data as an inherent quality of the material for the exposure indicated. Provide one-year Warranty.
  - a. Defects shall include, but are not limited to:
    - i. Staining from abutting materials or filler.
    - ii. Migrating, bleeding into, or staining abutting materials.
    - iii. Unsightly surface deformation by causes other than movement.
    - iv. Excessive color change, chalking, or dust pick-up.
    - v. Railing adhesively or cohesively where maximum elongation is less than 25% of designed width of exposed joints.
    - vi. Hardening to more than 25% over specified hardness.
  - b. Replace sealants which fail because of loss of cohesion or adhesion or do not cure.

## **PART 2 - PRODUCTS**

### **2.01 SCHEDULE**

#### **A. Sealant Materials for Glazing installed in field:**

1. Sealant composition shall be a silicone base, single component, solvent curing, capable of withstanding movement of up to 50 percent of joint width and shore a hardness of 26. Sealant shall conform to ASTM C920, TTS-S-001543A and TT-S-00230C (COM-NBS).
2. Acceptable Products:
  - a. "SILGLAZE N"; General Electric (GE) Silicones (800-255-8886)
  - b. "SPECTRUM 2"; Tremco, Inc., an RPM Company (800-562-2728)
  - c. OR APPROVED EQUAL

## **PART 3 – EXECUTION**

### **3.01 EXAMINATION**

- A. Examine joints indicated to receive joint sealers, with Installer present, for compliance with requirements for joint configuration, installation tolerances and other conditions affecting joint sealer performance. Do not proceed with installation of joint sealers until unsatisfactory conditions have been corrected. Beginning of Installation means acceptance of all existing conditions making this Contractor responsible for correcting all unsatisfactory and defective work encountered at his expense.

### **3.02 CLEANING AND REPLACEMENT**

- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealers to comply with recommendations of joint sealer manufacturers and the following requirements:
  - 1. Remove all foreign material from joint substrates which could interfere with adhesion of joint sealer, including dust; paints, except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer; old joint sealers; oil; grease; waterproofing; water repellents; water; surface dirt; and frost.
  - 2. Clean concrete, masonry, unglazed surfaces of ceramic tile and similar porous joint substrate surfaces, by brushing, grinding, blast cleaning, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealers. Remove loose particles remaining from above cleaning operations by vacuuming or blowing out joints with oil-free compressed air. Remove laitance and form release agents from concrete.
- B. Joint Priming: Prime joint substrates where indicated or where recommended by joint sealer manufacturer based on preconstruction joint sealer-substrate tests or prior experience. Apply primer to comply with joint sealer manufacturer's recommendations. Confine primers to areas of joint sealer bond, do not allow spillage or migration onto adjoining surfaces.
- C. Masking Tape: Use masking tape where required to prevent contact of sealant with adjoining surfaces which otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears such as masonry or EIFS materials. Remove tape immediately after tooling without disturbing joint seal.

### **3.03 INSTALLATION**

- A. General: Comply with joint sealer manufacturers' printed installation instructions applicable to products and applications indicated, except where more stringent requirements apply. Surfaces and air temperature shall be greater than 30 degrees F and less than 100 degrees F.
- B. Install sealants by proven techniques to comply with the following and at the same time backings are installed:
  - 1. Place sealants so they directly contact and fully wet joint substrates.
  - 2. Completely fill recesses provided for each joint configuration.
  - 3. Produce uniform, cross-sectional shapes and depths relative to joint widths that

allow optimum sealant movement capability.

4. Joint Size:

- a. Depth of joint shall not exceed width of joint.
- b. Minimum depth:  $\frac{1}{4}$ "
- c. Maximum depth:  $\frac{1}{2}$ "

**3.04 CURE:**

- A. Cure sealant in compliance with manufacturer's instructions and recommendations to obtain high, early bond strength, internal cohesion strength and surface durability.

**3.05 CLEANING:**

- A. Clean off excess sealants or sealant smears adjacent to joints as work progresses by methods and with cleaning materials approved by manufacturers of joint sealers and of products in which joints occur. Remove masking material immediately following sealant application.

**END OF SECTION**

**Section 08800:**  
**General Glazing**



**SECTION 08800  
GENERAL GLAZING**

**PART 1 - GENERAL**

**1.01 DESCRIPTION OF WORK**

A. Scope

1. The Work covered under this section shall consist of providing all plant, labor, and material required to furnish and install all Glass and Glazing, as set forth on the Drawings and in accordance with this section of the Specifications.

**1.02 SUBMITTALS**

- A. Shop Drawings: Copies of the shop drawings, after being certified by the Contractor and approved by the Engineer, shall be requested by the glazier, through channels, for the purpose of ordering the glass and expediting its delivery. No fabrication shall be started until shop drawings have been approved, without qualifications, by the Engineer.
- B. Samples: Submit, when notified, for the Engineer's inspection and approval, samples of the types of glass specified. Samples shall be at least 4" wide by 9" high, in required thickness.
- C. Refer to requirements in Section 01340: Shop Drawings, Product Data, and Samples.

**1.03 STANDARD OF QUALITY**

- A. Manufacturer: Glass shall bear the manufacturer's original label for each piece. Glazing compound in color matching frames as closely as possible.
- B. Sizes: Glass shall conform to manufacturer's standard for maximum size for each type of glass. All tempered glass, spandrel glass, and double-insulating glass panels shall be ordered from exact sizes given on shop drawings or from field measurements.
- C. Warranty: All insulating glass shall carry a 20-year warranty by the manufacturer that under normal conditions, material obstruction of vision resulting from film formation or dust collection between the interior glass surfaces of the double-insulating glass will not occur.
- D. As required by the current Pennsylvania Department of Labor and Industry Safety Glazing Materials regulations, provide safety glass manufactured, tested, permanently labeled, and installed per these requirements, with suitable and permanent postings, paintings or markings to indicate glass area of 6 sq. ft. in size, in manner approved by the Engineer, unless said area has cross bars or mullions.

**PART 2 - PRODUCTS**

**2.01 MATERIAL**

- A. See "Glazing Materials" section 088101: Windows

## **PART 3 - EXECUTION**

### **3.01 GLAZING**

- B. Glazing Standards: All glass shall conform to Federal Specification DD-G-451D-Glass, Float or Plate, Sheet, Figured (Float, Flat, for Glazing, Corrugated, Mirrors and other uses). Applicable requirements of the Glazing Manual of the Glass Association of North America, 2945 SW Wanamaker Drive, Suite A, Topeka, KS 66614-5321, latest edition, are hereby made a part of these Specifications.
- C. Glazing shall not be done when the temperatures are below 40° F. When circumstances require the glazing below 45° F, steps shall be taken to assure clean, dry, and frost-free surfaces, as approved by the Engineer.
- D. Spacers and Shims: All glass to be set with 3/32" x 1/4" x 3" spacers, positioned on 24" centers on fixed and removable stops, made of 40-70 shore hardness rubber or neoprene. Use 70-90 shore rubber or neoprene setting blocks, 1/4" x 1" x 4" long, as required by FGMA Standards for installing glass at quarter points.
- E. Channel Glazing: All glass to be set with a minimum of 1/8" spacers on both sides of glass, with setting blocks at quarter points. Against rabbet, apply butyl tape. Face bed with one-part acrylic sealant at heel, finished with architectural glazing compound or vision strip.
- F. Face Glazing: All glass to be set with a minimum of 1/8" spacers on rabbet side of glass, with setting blocks at quarter points. Against rabbet, apply butyl tape. Face bed with architectural glazing compound.

### **3.02 CLEANING AND REPLACEMENT**

- A. The Contractor shall properly protect all glass installed by him from injury or breakage during construction of the building. The Contractor shall assume all responsibility for breakage by whomsoever caused, and shall replace all cracked, broken, scratched, or otherwise defective glass when directed to do so by the Engineer.

**END OF SECTION**

## **Section 08810:**

### **Windows**



**SECTION 08810  
WINDOWS**

**PART 1 - GENERAL**

**1.01 DESCRIPTION OF WORK**

A. Scope

1. The Work covered under this section shall consist of providing all building, labor, and material required to furnish and install replacement windows, as set forth on the Drawings and in accordance with this section of the Specifications.
2. Replacement windows include aluminum clad wood framed windows of the following types:
  - i. Double Hung
  - ii. Casement
  - iii. Picture

**1.02 REFERENCES**

- A. General: Standards listed by reference form a part of this specification section. Standards listed are identified by issuing authority, abbreviation, designation number, title or other designation. Standards subsequently referenced in this Section are referred to by issuing authority abbreviation and standard designation.
- B. American Architectural Manufacturers Association (AAMA):
  1. AAMA 450 - Voluntary Performance Rating Method for Mullled Fenestration Assemblies.
  2. AAMA 502 - Voluntary Specification for Field Testing of Newly Installed Fenestration Products.
  3. AAMA 611 - Voluntary Specification for Anodized Architectural Aluminum.
  4. NAFS - North American Fenestration Standard/Specification for Windows, Doors, and Skylights.
- C. Andersen Corporation: Andersen E-Series Windows Guide Specification 08 52 13 Metal Clad Wood Windows v063022
- D. ASTM International (ASTM):
  1. ASTM C1036 - Standard Specification for Flat Glass.
  2. ASTM C1048 - Standard Specification for Heat-Strengthened and Fully Tempered Flat Glass.
  3. ASTM E90 - Standard Test Method for Laboratory Measurement of Airborne Sound Transmission Loss of Building Partitions and Elements.
  4. ASTM E1105 - Standard Test Method for Field Determination of Water Penetration of Installed Exterior Windows, Skylights, Doors, and Curtain Walls, by Uniform or Cyclic Static Air Pressure Difference.
  5. ASTM E2190 - Standard Specification for Insulating Glass Unit Performance and Evaluation.

6. ASTM F2090 - Standard Specification for Window Fall Prevention Devices with Emergency Escape (Egress) Release Mechanisms.

### **1.03 SUBMITTALS**

- A. Product Data: For each type of product required.
- B. Shop Drawings: Showing methods of installation, plans, sections, elevations and details of walls, specified loads, flashings, vents, sealants, and interfaces with all materials not supplied by the window manufacturer, and identification of proposed component parts and finishes.
- C. Samples: Selection and verification samples for finishes, colors and textures. Submit two complete sample sets of each type of material required.
- D. Certificates: Signed by manufacturer certifying materials comply with specified performance characteristics, criteria and physical requirements.
- E. Test and Evaluation Reports: Showing compliance with specified performance characteristics and physical properties.
- F. Manufacturer Instructions: Manufacturer installation, storage, and other instructions.

### **1.04 STANDARD OF QUALITY**

- A. All window units shall be manufactured by a single source.
  1. All windows in any one project must be by the same manufacturer and with comparable frame depth, profile, glazing bite and installation requirements. Manufacturer must provide a window system that can incorporate all window configurations used on the project.
- B. Manufacturer Qualifications
  1. Member in good standing of The Insulating Glass Certification Council (IGCC).
  2. Hallmark Certified Manufacturer and member in good standing of the Window and Door Manufacturers Association (WDMA).
  3. Member in good standing of the U.S. Green Building Council.
  4. U.S. ENERGY STAR Partner.
  5. Capable of demonstrating an extended history of window and door design, production and innovation.
- C. Installer Qualifications
  1. Minimum five years' experience in the commercial installation of products required for the Project.
  2. Experience on at least five projects of similar size, type and complexity as the Project.
  3. An entity utilizing workers competent in techniques required by manufacturer for product types and applications indicated.

## **1.05 DELIVERY, STORAGE, & HANDLING**

- A. Comply with manufacturer's ordering instructions and lead time requirements to avoid construction delays.
- B. Deliver materials to Project in manufacturer's original unopened, undamaged containers with identification labels intact.
- C. Storage and Protection: Store materials and accessories protected from exposure to harmful environmental conditions and at temperature and humidity conditions recommended by manufacturer off ground, under cover and not exposed to weather and construction activities.

## **1.06 WARRANTY**

- A. Special Warranty: Manufacturer's transferrable, non-prorated limited warranty.
  - 1. Warranty Period, Glass: 20 years.
  - 2. Warranty Period, Non-Glass Parts: 10 years.
- B. Special Warranty: Installer's standard form in which installer agrees to repair or replace wood windows that fail due to poor workmanship or faulty installation within the specified warranty period.
  - 1. Warranty Period: 5 years from date of Substantial Completion.

## **PART 2 – PRODUCTS**

### **2.01 MATERIALS**

- A. Window Units:
  - 1. General: Provide windows complying with the performance requirements indicated and tested according to NAFS
  - 2. Basis of Design Product: Andersen Corporation: Andersen E-Series window. Product basis of design, construction, finishes, colors, hardware, etc. subject to change and to be determined by LCHS at any time prior to ordering or by contractor.
  - 3. Manufacturers of equal quality will also be considered.
- B. Construction:
  - 1. Cladding: Extruded aluminum, minimum thickness 0.050 inch (1.27 mm).
  - 2. Frame: Preservative treated laminated veneer lumber.
  - 3. Interior Exposed Frame: Preservative treated solid lumber, kiln dried and suitable for stain or painted finish.
  - 4. Sash: Preservative treated solid lumber, kiln dried and suitable for stain or painted finish.
- C. Wood Species: Pine

- D. Interior Finish:
  - 1. Painted Frame: Factory applied before assembly. Dove Grey
  
- E. Exterior Finish:
  - 1. Frame and Sash: AAMA 2604. Dove Grey
  - 2. Trim: No Trim
  
- F. Window
  - 1. Double-hung
    - a. Minimum Performance Cass LC and Grade PG30.
  - 2. Picture
    - a. Minimum Performance Class LC and Grade PG50.
  - 3. Casement
    - a. Minimum Performance Class LC and Grade PG50.
  
- G. Air Infiltration Requirements:
  - 1. Air Infiltration Rate: <0.2 cfm/sf<sup>2</sup>
  
- H. Environmental Certifications
  - 1. ENERGY STAR performance requirements.
  - 2. Indoor air quality performance.
  
- I. Weatherstrip
  - 1. Type and Material for Hung or Gliding: Three fins and pile, polypropylene.
  - 2. Type and Material for Casement or Awning: Flexible tubular, vinyl.
  
- J. Attachment Flange:
  - 1. Extruded Vinyl
  
- K. Hardware:
  - 1. Operator Gear Type and Material: Rotary, die-cast zinc and stainless steel components.
  - 2. Hinge Type and Material: Determined by LCHS
  - 3. Crank Handle Type, Material and Finish: Determined by LCHS
  - 4. Operator Cover Material and Finish: Determined by LCHS
  - 5. Sash Lock Type and Material: Single-actuation, die-cast zinc and engineered polymer components.
  - 6. Crank and Sash Lock Color: [Determined by LCHS
  - 7. Window Opening Control Device and Color: Provide device to restrict operable sash to less than four inches maximum clear opening, releasable in compliance with ASTM F2090, Determined by LCHS
  - 8. Sash Lock/Tilt Mechanism Type and Material: Self-latching, die-cast zinc.
  - 9. Sash Lift Type and Material: Surface mounted, die-cast zinc.
  - 10. Sash Lock and Sash Lift Finish: Determined by LCHS
  - 11. Balancer Type and Material: [Determined by LCHS
  - 12. Jamb Liner:
    - a. Type and Material: Concealed, rigid vinyl.
    - b. Color: Determined by LCHS
    - c. Interior Inserts: Determined by LCHS

- d. Exterior Inserts: Determined by LCHS
- 13. Window Opening Control Device: Provide device to restrict operable sash to less than four inches maximum clear opening and releasable, in compliance with ASTM F2090, Determined by LCHS.
- L. All fasteners, tools, equipment, and other materials necessary for a complete installation shall be furnished by this Contractor.
  - 1. Aluminum, nonmagnetic stainless steel, epoxy adhesive, or other materials warranted by manufacturer to be noncorrosive and compatible with all window members, cladding, trim, hardware, anchors, and other components.
- M. Insect Screens: Provide removable traditional insect screen panel for each operable window.
  - 1. Type: Conventional.
  - 2. Frame Material: Aluminum.
  - 3. Painted Finish and Color: Factory-applied baked-on silicone polyester enamel. Match window frame.
  - 4. Insect Screen Material: Aluminum wire cloth.
- N. Exterior Trim: No exterior trim.

## **2.02 GLAZING MATERIALS**

- A. Windows shall be glazed as follows:
  - 1. Insulating Glass: Manufacturer's standard High Performance Low E glass consisting of manufacturer's special design to conform to required thermal ratings, as approved by the Architect/Engineer
  - 2. Thermal Transmission (U Factor). NFRC 100: (0.5 Max)
    - a. Casement: 0.33
    - b. Double-Hung: 0.30
    - c. Picture: 0.30
  - 3. Solar Heat Gain Coefficient (SHGC, NFRC 200: (.4 max)
    - a. Casement: 0.29
    - b. Double-Hung: 0.30
    - c. Picture: 0.31
  - 4. Visible light Transmittance (VLT), NRFT 200:
    - a. Casement: 0.48
    - b. Double-Hung: 0.51
    - c. Picture: 0.53
  - 5. Sound Transmission Class (STC)/Outdoor Indoor Transmission Classification (OITC), ASTM E90:
    - a. Casement: 29/25
    - b. Double-Hung: 28/24
    - c. Picture: 29/25
  - 6. Glass units: provide insulating glass units certified through Insulating Glass Certification Council as conforming to requirements of IGCC and ASTM E2190.
    - 1. Manufacturer Designation: Andersen High-Performance Low-E4 Glass.
    - 2. Glazing Configuration: Dual-pane.

3. Tint: Determined by LCHS
4. Seal and Spacer Type: Dual sealed insulating glass units with polyisobutylene primary seal, silicone secondary seal and stainless steel spacers.
5. Glass Type: Fully Tempered Glass. ASTM C1048
6. Opacity: None
7. Laminate Interlayer Thickness: 0.060 inch.

## **PART 3 - EXECUTION**

### **3.01 EXAMINATION**

- A. Verify that all substrate conditions are suitable for installation in compliance with manufacturer's recommendations.
- B. Do not begin installation until substrates have been properly prepared and any conditions not in compliance with manufacturer's recommendations have been corrected.

### **3.02 INSTALLATION**

- A. General: Comply with manufacturer's product recommendations, including but not limited to the Andersen Unit Installation Guide, and installation information in product literature and on product packaging. Comply with Drawings [and Shop Drawings] for installing windows, hardware, accessories, and other components.
- B. Install windows plumb, level and square. Anchor windows securely to structure in correct orientation to flashing and adjacent construction as indicated. Comply with product installation instructions for proper flashing integration into wall system. Install windows so as to drain water penetration to the exterior.
- C. Adjust sashes, insect screens, ventilators, hardware and accessories as applicable for correct fit. Adjust weatherstrip for smooth operation and weather-tight closure.

### **3.03 FIELD QUALITY CONTROL**

- A. Manufacturer's Field Services: If requested by Owner, provide manufacturer's field service consisting of product use recommendations and periodic site visits for observation of product installation in accordance with manufacturer's recommendations.

### **3.04 ADJUSTING AND CLEANING**

- A. Refer to manufacturer for guidance on timing for when best to remove protective films and non-permanent labels after installation.

- B. Remove excess sealant, soiling, dirt and other substances. Clean window frame and glass surfaces. Avoid damaging coatings and finishes.
- C. Touch-up, repair or replace glass or other window components broken, scratched or damaged during construction prior to Substantial Completion.
- D. Remove and lawfully dispose of construction debris from Project site.

**3.05 PROTECTION**

- A. Protect installed windows to ensure that, except for normal weathering, windows will be without damage or deterioration at time of substantial completion.

**END OF SECTION**



