

# UNION SCHOOL DISTRICT

## PARKING LOTS PATCHING & SEALCOATING

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### GENERAL CONDITIONS

#### 1.01 DESCRIPTION

A. The project consists of patching and sealcoating parking areas within the Union School District.

#### 1.02 EXTENT OF WORK

A. Provide all labor, material, tools, equipment, and supervision necessary to complete paving work.

#### 1.03 USE OF THE PREMISES

A. Before beginning work, paving contractor must secure approval from the building owner's representative for the following:

1. Areas permitted for personnel parking.
2. Access to the site.
3. Areas permitted for storage of materials and debris.
4. Areas permitted for the location of equipment for loading and unloading materials.

#### 1.04 EXISTING CONDITIONS

If discrepancies are discovered between the existing conditions and those noted in the specifications, immediately notify the owner's representative by phone.

#### 1.05 PRE-CONSTRUCTION INSPECTION

Prior to bid submission, the paving contractor should schedule a job site inspection to observe actual conditions and verify all dimensions of the areas. The job site inspection may occur by contacting Mr. Mark Brown, the owner's representative to coordinate an appropriate time.

#### 1.06 TEMPORARY FACILITIES AND CONTROLS

A. Temporary Sanitary Facilities: Sanitary facilities will not be available at the job site. The paving contractor shall be responsible for the provision and maintenance of portable toilets or their equal.

B. Building/Grounds Site:

1. The paving contractor shall use reasonable care and responsibility to protect the building/grounds and site against damages. The contractor shall be responsible for the correction of any damage incurred as a result of the performance of the contract.
2. The paving contractor shall remove all debris from the job site in a timely and

legally acceptable manner so as to not detract from the aesthetics or the functions of the building/grounds.

- C. Security: Obey the owner's requirements for personnel identification, inspection and other security measures.

#### **1.07 JOB SITE PROTECTION**

- A. The paving contractor shall adequately protect building, paved areas, service drives, lawn, shrubs, trees, etc. from damage while performing the required work. Provide necessary for protection and remove protection material at completion. The contractor shall repair or be responsible for costs to repair all property damaged during the paving application.
- B. Remove all traces of piled bulk materials and return the job site to its original condition upon completion of the work.

#### **1.08 SAFETY**

The paving contractor shall be responsible for all means and methods as they relate to safety and shall comply with all applicable local, state and federal requirements that are safety related. **Safety shall be the responsibility of the paving contractor.** All related personnel shall be instructed daily to be mindful of the full time requirement to maintain a safe environment for the facility's occupants including staff, visitors, customers and the occurrence of the general public on or near the site.

#### **1.09 WORKMANSHIP**

- A. Applicators installing the pavement and related work shall be trained and approved by the company they are representing.
- B. All work shall be of highest quality and in strict accordance with the published specifications and to the building owner's satisfaction.
- C. There must be a supervisor on the job site at all times while work is in progress.

#### **1.10 CASH ALLOWANCES**

Any reference that implies the presence of cash allowances shall be considered deleted. Cash allowances are prohibited.

#### **1.11 DISCRIMINATION PROHIBITED**

Each contract entered into by a government agency for the construction, alteration or repair of any public building or public work shall contain the following provisions:

1. In the hiring of employees for the performance of work under the contract or any subcontract, no contractor, subcontractor or any person acting on behalf of the contractor or subcontractor shall by reason of gender, race, creed, or color discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.

2. No contractor or subcontractor or any person on their behalf shall in any manner discriminate against or intimidate any employee hired for the performance of work under his contract on account of gender, race, creed, or color
3. The contract may be canceled or terminated by the government agency and all money due or to become due under the contract may be forfeited for a violation of the terms or conditions of that portion of the contract.

#### **1.12 HUMAN RELATIONS COMPLIANCE (Act 222)**

The provisions of the Pennsylvania Human Relations Act, Act 222 of October 27, 1955 (P.L.744) (43 P.S. Section 951, et. Seq.) of the Commonwealth of Pennsylvania prohibit discrimination because of race, color, religious creed, ancestry, age, sex, national origin, handicap, or disability, by employers, employment agencies, labor organizations, contractors and others. The contractor shall agree to comply with the provisions of this Act as amended that is made part of this specification. Your attention is directed to the language of the Commonwealth's non-discrimination clause in 16 PA. Code 49.101.

#### **1.13 STANDARD OF QUALITY**

The various materials and products specified in the specifications by name or description are given to establish a standard of quality and of cost for bid purposes. It is not the intent to limit the bidder, the bid or the evaluation of the bid to any one material or product specified but rather to describe the minimum standard. A bid containing an alternative which does not meet the specification may be declared non-responsive. A bid containing an alternative may be accepted but, if an award is made to that bidder, the bidder will be required to replace any alternatives which do not meet the specifications.

#### **1.14 DOMESTIC STEEL AND CAST IRON PRODUCTS**

In accordance with Act 3 of the 1978 General Assembly of the Commonwealth of Pennsylvania, if any steel or steel products are to be used or supplied in the performance of the contract, only those produced in the United States as defined therein shall be used or supplied in the performance of the contract or any subcontracts there under.

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

#### **1.15 AHERA**

This contractor shall be responsible to report any questionable discovery of asbestos uncovered or molested by this construction and stop progress on the work until proper authorities can be notified and a plan of action made to handle the material as set forth by the Public Law 99-519

#### **1.16 PENNSYLVANIA ACT 151/ACT 34**

Pennsylvania Act 151/ Act 34 shall be strictly followed in performance of work under this contract. These Acts require employees of the Contractor and/or his subcontractors to undergo background checks.

The successful bidder and all his subcontractors shall be required to submit required clearances for all workmen on site, prior to starting any work.

Required forms are available from the School District Business Office or from the Pennsylvania State Police.

All costs are the responsibility of the contractor and/or sub-contractors.

## **1.17 TAXES**

Unless a valid exemption or exclusion exists, Contractor shall bid and shall purchase as excluded from Pennsylvania Sales and Use Tax all Building Machinery and Equipment as defined by the Pennsylvania of Revenue in accord with Act 45 of 1998. Owner will not provide a tax exemption certificate to any Contractor, subcontractor, material supplier or other entity in assisting in making of tax-exempt purchases.”

The Contractor hereby accepts and assumes exclusive liability for and shall defend, indemnify, protect and save harmless the Owner from and against the payment of:

1. Contributions, taxes or premiums (including interest and penalties thereon) which may be payable under the Unemployment Insurance Law of any State, the Federal Social Security Act, Federal, State, County and Municipal Tax Withholding Laws, or any other laws, measured upon the payroll of or required to be withheld from employees, by whomever employed, engaged in the Work.
2. Sales, use, personal property and other taxes (including interest and penalties thereon) required by any Federal, State, County, Municipal or other law to be paid or collected by the Contractor or any of its subcontractors or vendors or any other person acting for, through or under it or any of them, by reason of the performance of the Work or the acquisition, ownership, furnishing or use of any materials equipment, supplies, labor, services or other items for or in connection with the Work.
3. Pension, welfare, vacation, annuity and other union benefit contributions payable under or in connection with labor agreements with respect to all persons, by whosoever employed, engaged in the Work.

## **1.18 PERMITS, FEES, AND NOTICES**

The Contractor shall comply with, and perform its Work in accord with all applicable laws, statutes, ordinances, lawful orders of governmental authorities, building codes, and rules and regulations, unless the Contract Documents require a higher or greater standard, in which case the Contractor shall conform to such higher or greater standard. It shall be the obligation of the Contractor to review the Contract Documents and to determine and to notify the Owner of any discrepancy between building codes and regulations of which the Contractor has knowledge or should be reasonably able to determine. The Contractor shall not violate any zoning, setback or other requirements of applicable laws, codes and ordinances, or of any recorded covenants of which the Contractor has knowledge. If the Contractor observes that portions of the Contract Documents are at variance with applicable laws, statutes, ordinances, building codes, rules or regulations, the Contractor promptly shall notify the Owner, in writing, and necessary changes shall be accomplished by appropriate Modification.

## **1.19 INDEMNIFICATION**

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, and consultants, agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to, attorneys, fees and defense costs, arising out of or resulting from performance of the Work, but only to the extent caused in whole or in part by the acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts or omissions they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such an obligation, shall not be construed to negate, abridge or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph. The Contractor agrees to and does hereby assume on behalf of the Owner the defense of any action at law or in equity which may be brought against such indemnities, upon their demand, the amount of any judgment that may be entered against such indemnities in any such action. In the event that any such claim, loss, cost, expense, liability, damage or injury arises or is made, asserted, threatened against the Owner for which the Contractor or its insurer does not admit coverage, or if the Owner reasonably determines such coverage to be inadequate, the Owner shall have the right to withhold from any payments due or to become due to the Contractor an amount sufficient to protect the Owner from such claim, loss, cost expense, liability, damage or injury, including attorneys' fees and expenses reasonably necessary for the defense thereof.

The Contractor and each Subcontractor, of whatever tier, hereby certifies to the Owner that it complies with all employment related laws and regulations governing employment or collective bargaining agreements, if any. Nothing in this Agreement shall be construed as divesting any Contractor or Subcontractor of its sole and exclusive right to control the means, manner or method of performance of the Work of any Contractor or their employees. Nothing in this Agreement shall be construed in a manner that would be violative of the legal or contractual rights of any employee. The Contractor, and each Subcontractor, regardless of tier, shall defend, hold harmless and indemnify the Owner against and from any and all claims, demands, suits, actions, costs and expenses including reasonable attorneys' fees, growing out of any claims by an employee or independent contractor of any Contractor or Subcontractor of any tier alleging the violation of any of the individuals' employment rights, whether legal, constitutional or contractual in nature. This provision shall be accorded the broadest meaning.

## **1.20 DELAYS AND EXTENSIONS OF TIME**

No payment or compensation or claim for damages shall be made to the Contractor as compensation for damages for any delays or hindrances from any cause whatsoever in the progress of the Work, notwithstanding whether such delays be avoidable or unavoidable. The Contractor's sole remedy for delays shall be an EXTENSION OF TIME ONLY, pursuant to and only in accord with this Paragraph, such extension to be a period equivalent to the time lost by reason of and all of the aforesaid causes, as determined by the Owner. In consideration for this grant of a time extension, the Owner shall not be held responsible for any loss or damage or increased costs sustained by the Contractor through any delays caused by the Owner or any other Contractor or on account of the aforesaid causes or any other cause of delay. In the event the Contractor chooses to litigate this provision and fails to prevail in its entire litigation, the Contractor shall reimburse the Owner for any attorneys' fees, professional fees and all other costs and expenses incurred by the Owner associated with analyzing, defending, or otherwise opposing any such claim or litigation.

## 1.21 INSURANCE

- (a) The Contractor shall not commence work until he has obtained all the insurance required hereunder and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved. Approval of the insurance by the Owner shall not relieve or decrease the liability of the Contractor hereunder.
- (b) Compensation and Employer's Liability Insurance. The Contractor shall take out and maintain during the life of this Contract, the statutory Workman's Compensation and Employer's Liability Insurance for all of his employees to be engaged in work on the project under this Contract and, in case any such work is sublet, each Contractor shall require his subcontractors similarly to provide Workman's Compensation and Employer's Liability Insurance for all of the latter's employees to be engaged in such work. Employees Liability Insurance shall be for an amount of not less than \$100,000.
- (c) Automobile Insurance. Each Contractor and all of his subcontractors shall carry automobile insurance covering licensed vehicles, said insurance to have the following policy limits.

Combined single limit for bodily injury and property damage  
\$500,000 per incident

Each Contractor and all of his subcontractors shall carry comprehensive automobile insurance covering non-owned vehicles and hired cars, said insurance to have the same limits as immediately above.

- (d) Comprehensive General Liability Insurance. Each Contractor and all of his subcontractors shall maintain a policy of comprehensive general liability insurance including the following areas of coverage and policy limits:
1. Area of coverage shall include:  
  
Premises – Operations Liability  
Owner's Protective Liability  
Completion Operations and Products Liability  
Contractual Liability
  2. Combined single limit for bodily injury and property damage  
\$500,000 per incident
  3. Excess Blanket Liability - \$1,000,000.00 Single Limits Bodily Injury and Property Damage Liability excess for primary insurances.

(e) Certificates of Insurance

Certificates evidencing the foregoing insurance coverage shall be filed with the Owner and subject to approval for accuracies of protection. All policies shall be open to inspection by

the Owner. If the Contractor or any its subcontractors fail to effect or maintain insurance as required, the Owner may insure its own interest and charge the cost thereof to the Contractor.

Said policies and certificates shall certify, among other things, that the insurance will not be canceled nor lapsed during the progress of the work covered by these specifications without first giving the Owner ten (10) days' notice in writing.

It is expressly understood that the Contractor and all subcontractors herein are independent contractors, and that the employee of the Contractor or subcontractors shall in no way be construed to be employees of the Owner.

## **1.22 LIMITATION OF RESPONSIBILITY**

In no event shall the Owner have control over, charge of, or any responsibility for construction or any responsibility for construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the Work, notwithstanding any of the rights and authority granted the Owner in the Contract Documents. It is expressly understood and agreed that the presence on the jobsite of the Owner's visiting officers or employees, the Owner or supervisory personnel employed by Owner and the making by such personnel of any inspections of the Contractor's Work, materials, tools or equipment, or of the finished Work of the Contractor and their approval of same, or failure to take exception thereto, shall in no way relieve the Contractor from its absolute responsibility to perform its Work and furnish its materials in accord with the requirements of the Contract Documents. It is further understood that under no circumstances shall the Contractor urge, for any purpose whatsoever, that the presence of the Owner, any supervisory personnel, and visiting officers or employees of the Owner, and any failure by such personnel to take exception to any Work of the Contractor, constitute a ratification or approval' of the Work or work methods employed by the Contractor if the same did not in fact comply with the requirements of the Contract Documents.

## **1.23 COMPETENT WORKMEN**

No workmen shall be required as competent first class, within the meaning of this Act, except those who are duly skilled in their respective branches of labor, and who shall be paid not less than such rates of wages and for such hours work as shall be doing of similar work in the district where work is being done. According to Section 752 of the Public School Code of 1949, no person shall be employed to do work under such contract except competent and first class workmen and mechanics.

All workmen on this project must have Pennsylvania State Police Act 34 Clearance Affidavit. Attesting to that Clearance should be carried by each individual workman when on the premises or in the building. A copy of the Affidavit must be filed with the District Administration Office, prior to that workman performing work on the site. The cost of obtaining this "Clearance" and required badges shall be the responsibility of the Contractor.

Act 151-PA Child Abuse History Clearance: Successful bidder shall have a background check done on all employees and all subcontractors' employees who will be working in or around district buildings who will have "direct contract with students." Background checks shall be in accord with Act 151 of 1994. The Contractor shall submit the original to the Owner prior to an employee beginning work. The cost of obtaining this "Clearance" and required badges shall be the responsibility of the Contractor.

## 1.24 PENNSYLVANIA PREVAILING WAGE RATES

If the total estimated project sum is greater than \$25,000.00, this regulation and the general Pennsylvania prevailing minimum wage rates, (Act 442 of 1961, P.L. 987, amended) as determined by the Secretary of Labor and Industry, which shall be paid for each craft or classification of all workers needed to perform the contract during the anticipated term therefore in the locality in which public work is performed, are made part of this specification.

No workmen shall be employed on this work except in accord with the classifications set forth in the decision of the Secretary of Labor and Industry. If additional or different classifications are necessary, the procedure set forth in Section 7 of the Regulations for Pennsylvania Prevailing Wage Act shall be followed.

All workmen employed or working on this work shall be paid unconditionally, regardless of whether any contractual relationship exists or the nature of any contractual relationship which may be alleged indirectly, except authorized deductions, the full amounts due at the time worked in the appropriate classification. This Contract does not prohibit payment of more than the general prevailing minimum wage rates as determined by the Secretary of Labor and Industry.

Each Contractor and Subcontractor shall post for the entire period of construction the wage determination decisions of the Secretary of Labor and Industry, including the effective date of any changes thereof, in a prominent and easily accessible place or places at the site of the work and at such place or places used by them to pay workmen their wages. Subcontractors need not post such decisions in the same places where they are posted by Contractors. The posted notice of wage rates shall contain the following information:

1. Name of Project.
2. Name of Public Body for which it is being constructed.
3. The crafts and classifications of workmen listed in the Secretary's general prevailing minimum wage rate determination for the particular project.
4. The general prevailing minimum wage rates determined for each craft and classification and the effective date of any changes.
5. A statement advising workmen that if they have been paid less than the general prevailing minimum wage for their job classification, or if the Contractor or Subcontractor or both are not complying with the Act or the Regulations in any manner whatsoever, they may file a protest, in writing, with the Secretary of Labor and Industry within three months of the date of the occurrence, objecting to the payment of any Contractor or Subcontractor to the extent of the amount or amounts due or to become due to them as wages for work performed on the public work project. Any workmen paid less than the rate specified in the Contract shall have a civil right of action for the difference between the wage paid and the wages stipulated in the Contract, which right of action shall be exercised within six months from the occurrence of the event creating such right.

The Contractor and each Subcontractor shall keep accurate records showing the name, craft, classification, number of hours worked per day and actual hourly rate of wage paid (including employee benefits) to each workman employed by him in connection with work. Such record shall include any deductions from each workman. The record shall be preserved for two years from the date of payment and shall be open at all reasonable hours to the inspection of the public body awarding the Contract and to the Secretary of Labor and Industry or his duly authorized representatives.



Apprentices shall be limited to such numbers as shall be in accord with a bona fide apprenticeship program registered with and approved by the Pennsylvania Apprenticeship and Training Council and only apprentices whose training and employment are in full compliance with the provisions of the Apprenticeship and Training Act approved July 14, 1961 (Act No. 304) and the Rules and Regulations issued pursuant thereto shall be employed on the public work project. Any workman using the tools of a craft who does not qualify as an apprentice within the provisions of this subsection shall be paid the rate predetermined for journeymen in that particular craft and classification.

- a. Wages shall be paid without any deductions except authorized deductions. Employers not parties to a contract requiring contributions for employee benefits which the Secretary has determined to be included in the general prevailing minimum wage rate shall pay the monetary equivalent thereof directly to the workmen.
- b. Payment of compensation to workmen for work performed on public work on a lump sum basis, or a piece work system, or a price certain for the completion of a certain amount of work, or the production of a certain result shall be deemed a violation of the Act and these Regulations, regardless of the average hourly earnings resulting therefrom.

Each Contractor and each Subcontractor shall file a statement each week and a final statement at the conclusion of the Work on the contract with the contracting agency, under oath, and in form satisfactory to the Secretary, certifying that all workmen have been paid wages in strict conformity with the provisions of the contract as prescribed by this Section 3 of these Regulations, or if any wages remain unpaid to set forth the amount of wages due and owing to each workman respectively

**END OF SPECIFICATION**