



Mayor Eric Papenfuse

INVITATION FOR BIDS, SPECIFICATIONS AND PROPOSAL FORMS

FOR

PROJECT NUMBER 2291-14

CITY POOL COVER AND POOL CLOSING/WINTERIZATION

**ADVERTISEMENT FOR BIDS
CITY OF HARRISBURG
PROJECT NUMBER 2291-14**

Sealed bids will be received by the City of Harrisburg at The Rev. Dr. Martin Luther King, Jr. City Governmental Center, Office of Purchase, 10 North Second Street, Suite 302A, Harrisburg, PA 17101, until **3:00 p.m. local prevailing time October 27, 2014** and then publicly opened and read aloud in Suite 304B of the same building immediately thereafter.

The work shall consist of the following: Size, fit, purchase and install a Loop-Loc (or approved equal) mesh winter pool cover for pool City Pool No. 2 and provide all labor, materials, and equipment necessary for closing/winterization of City Pool Nos. 1 and 2. Copies of the Project Documents may be seen at and obtained from the Office of the City Engineer, Public Safety Building 123 Walnut Street, Harrisburg, Pennsylvania, 17101, (717) 255-3178.

Minority Business and Women Business Enterprise Participation. The City of Harrisburg, in accordance with Title VI of the U.S. Civil Rights Act of 1964 and Parts 21 and 23 of 49 C.F.R., notifies all bidders that it will affirmatively insure that Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) will be afforded full opportunity to submit bids in response to this invitation and that no person will be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award.

The City of Harrisburg reserves the right to reject any or all bids, to waive any technical defects, and to accept any bid or combination of bids that it may deem to be for the best interest of the City.

INSTRUCTIONS TO BIDDERS

PROJECT DESCRIPTION:

1. **Work to be Performed.** The work to be performed consists of sizing, fit, purchase and install a Loop-Loc (or approved equal) mesh winter pool cover for pool City Pool No. 2 and provide all labor, materials, and equipment necessary for closing/winterization of City Pool Nos. 1 and 2.

THE STIPULATED COMPLETION FOR ALL WORK UNDER THIS CONTRACT IS FORTY FIVE CALENDAR (45) DAYS AFTER DATE OF NOTICE TO PROCEED IS ISSUED.

2. **Submission of Bids.** Sealed bids will be received at The Rev. Dr. Martin Luther King, Jr. City Governmental Center, Office of Purchase, 10 North Second Street, Suite 302A, Harrisburg, PA 17101, until **3:00 p.m. local prevailing time October 27, 2014** and then publicly opened and read aloud in Suite 304B of the same building immediately thereafter. Any bid received after the time set for the bid opening will be returned to the bidder without being considered by the City. Each sealed envelope containing a BID must be plainly marked on the outside as BID for, and the envelope should bear on the outside the name of the BIDDER and BIDDER'S address.
3. **Use of Bid Forms.** These Contract Documents include a complete set of Bidding and Contract Forms which are for the convenience of Bidders. In preparing BIDS, this volume must be preserved intact for submission. All BIDS must be made on the enclosed BID form. All BIDS must be typed or neatly completed in pen. Any erasures or other changes in the BID unit prices or total price must be explained or noted over the signature of the BIDDER, and failure to do so may result in the rejection of the BID. Only one copy of the BID form must be submitted. Failure to supply all requested information will result in rejection of the BID. The BID must be signed by an Owner, partner or, in the case of a corporation, by the president or vice-president and the secretary or treasurer, or any other corporate officer empowered to execute contracts in the event that such officers are unable to do so.
4. **Interpretations or Addenda.** No oral interpretation will be made to any Bidder as to the meaning of the Contract Documents or any part thereof. Every request for interpretation shall be made, in writing to the City Engineer. Any inquire received seven (7) or more days prior to the date fixed for opening of Bids will be given consideration. Every interpretation made to a Bidder will be in the form of an Addendum to the Contract Documents. When issued, the addendum will be on file at least five (5) days before Bids are opened. In addition, all Addenda will be emailed to each person holding Contract Documents. It shall be the Bidder's responsibility to make inquiry as to the Addenda issued. All such Addenda shall become part of the Contract, and all Bidders shall be bound by such Addenda, whether or not received by the Bidders.
5. **Inspection of Site.** The Bidder should thoroughly examine and familiarize itself with the Contract Documents and Site. The Contractor, by the execution of the Contract, shall in no way be relieved of any obligation under it due to his failure to receive or examine all forms and legal instruments or to visit the site and acquaint itself with the conditions there existing. The City may reject any claim based on facts regarding which Contractor should have been on notice due to such examination and site visit.

6. **Selection.** Award of the contract, if the contract is awarded, will be based upon the lowest responsive and responsible bid.
7. **Withdrawal of Bids.** BIDDERS shall be given permission to withdraw any bid provided the BIDDER makes his request in writing to the Office of Purchasing. All requests pertaining to withdrawal must reach the Office of Purchasing no later than one (1) hour prior to the time fixed for the opening of BIDS.
8. **Rejection of Bids.** The City reserves the right to reject any or all bids or parts thereof. A bid may be rejected if it shows any omission, alterations of form, additions or deductions not called for, conditional or uninvited alternate bids, or irregularities of any kind. However, the City reserves the right to waive technical defects or irregularities on bids. The City may reject the bid of any bidder failing to meet the requirements of these Instructions to Bidders.
9. **Bid Security.** The bid must be accompanied by security in an amount equal to not less than ten percent (10%) of the total bid in the form of a certified check, cashier's check or treasurer's check, an irrevocable letter of credit drawn on a bank acceptable to the City or a bid bond with sufficient surety approved by the City.
10. **State of Incorporation.** If the bidder is incorporated in a state other than Pennsylvania, the bidder must state whether the corporation is registered to do business in Pennsylvania. A bid received by an out-of-state corporation that is not registered to do business in Pennsylvania will be considered nonresponsive.
11. **Assignment.** No contract may be assigned, sublet to or transferred without written consent of the City of Harrisburg.
12. **Discrimination Prohibited.** The bidder agrees that if the contract is awarded the contract shall contain the following provisions:
 - a. Contractor agrees that 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.
 - b. 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 the contract on account of gender, race, creed or color.
 - c. 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.
13. **Pennsylvania Prevailing Wage Rates.** This project is not subject to the Prevailing Wages.
14. **Mercantile License.** In compliance with Chapter 5-715 of the Codified Ordinances, persons, firms, companies and corporations engaging in business within the City of Harrisburg must obtain a Mercantile License. The successful BIDDER on this CONTRACT must obtain a Mercantile License for the CONTRACT year. For further information contact the Tax & Enforcement Office at (717) 255-6513.
15. **Incorporation of Laws.** All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the CONTRACT throughout.
16. **Suppliers and Subcontractors.** The low BIDDER shall supply the names and addresses of major material SUPPLIERS and SUBCONTRACTORS when requested to do so by the City of Harrisburg. Samples, if requested, must be furnished at the bidder's expense and, if not destroyed in testing or retained as a standard, will be returned on the same terms, if requested.
17. **Steel Products Procurement Act.** In any contract for the construction, reconstruction, alteration, repair, improvement,

or maintenance of public works, the BIDDER shall comply with the requirements of the Steel Products Procurement Act, Act of March 3, 1978, P.L. 6, 73 P.S. § 1881-1887. That is, if any steel products are to be used or supplied in performance of any such public works CONTRACT, only steel products manufactured in the United States, including cast iron products, shall be used or supplied in the performance of this CONTRACT or any SUBCONTRACT hereunder. The only exception to this requirement is if the Mayor, in writing, determines that steel products as herein defined are not produced in the United States in sufficient quantities to meet the requirements of the CONTRACT.

18. **Delinquent Taxes.** It is the City's intent in accordance with Section 2-307.6(b) of the Codified Ordinances to prohibit the execution and issuance of any purchase order or other CONTRACT to any person who is indebted to the City for any delinquent taxes or municipal claim individually or as a principal of an indebted corporation, partnership or association. Any such entity found indebted to the City in accordance with this article shall be deemed to be a non-responsible vendor and remain so until such debts including all penalties, interest and costs associated with same have been satisfied.
19. **Indemnification.** The BIDDER shall save harmless and fully indemnify the City of Harrisburg and all its officers or agents from all damages, costs, or expenses that may at any time be imposed or claimed for infringement of any patent right of any person, association, or corporation as a result of the use by the City of Harrisburg or any of its officers, agents, or employees of articles supplied under this CONTRACT and of which the CONTRACTOR is not the patentee, assignee, or licensee.
20. **Taxes.** The City of Harrisburg is exempt from all excise taxes and all transportation taxes imposed by the Internal Revenue Code. Direct sales made to the City of Harrisburg are exempt from the provision of the Fair Trade Law and the Pennsylvania Sales Tax.

However, when the vendor is a CONTRACTOR, said CONTRACTOR shall be responsible for the payment of all Excise, Sales, and Use Taxes and all other taxes required by law on all materials, tools, apparatus, equipment, fixtures, or services used and incidentals which are purchased or used for the purpose of fulfilling this CONTRACT.

The BIDDER shall consider all amounts required for such taxes in formulating his proposal. No additional payment shall be made to cover such taxes. Each BIDDER shall be responsible for knowledge of and compliance with all laws requiring the payment of taxes. Each BIDDER should consult counsel with respect to the applicability of all taxes.

TAX REFUNDS: Because the City is a governmental entity, certain tax advantages may result with respect to this CONTRACT and related matters. The successful BIDDER shall agree to cooperate fully so that the City can benefit from all tax relief available. Said cooperation shall include, but not be limited to, making available to the City, or its designated agent, all necessary records and documents; executing forms; and requiring, by appropriate CONTRACTUAL commitment SUBCONTRACTORS, if any, to similarly cooperate with the City. The BIDDER shall satisfy its responsibilities under this provision before being entitled to final payment.

21. **Environmental Statement.** According to the Commonwealth Procurement Code, 62 Pa.C.S. § 3301, all invitations for bids and requests for proposals for construction projects issued by any governmental agency shall set forth any provision of Federal and state statutes, rules and regulations dealing with the prevention of environmental pollution and the preservation of public natural resources that affect the projects. The bidder is hereby notified that this project is subject to those statutes, rules and regulations shown of the following list and the work must be carried out in compliance with these statutes rules and regulations.

STATE LAW:
Title 3 (Agriculture)

Fertilizer Act, Act of Dec. 13, 2001 (P.L. 876, No. 97 § 1), 3 Pa.C.S.A. § 6701 et seq.

Soil and Plant Amendment Act, Act of Dec. 13, 2001 (P.L. 876, No. 97 § 1), 3 Pa.C.S.A. § 6901 et seq.

PA Pesticide Control Act of 1973, Act of March 1, 1974 (P.L. 90, No. 24), as amended, 3 P.S. 111.21 et seq.

Agricultural Liming Materials Act, Act of March 17, 1978 (P.L. 15, No. 9), as amended, 3 P.S. 132-1 et seq.

The PA Plant Pest Act of 1992, Act of December 16, 1992 (P.L. 1228, No. 162, § 1), as amended, 3 P.S. 258.1 et seq.

Noxious Weed Control Law, Act of April 7, 1982 (P.L. 228, No. 74), as amended, 3 P.S. 255.1 et seq.

Conservation District Law, Act of May 15, 1945 (P.L. 547, § 1), as amended, 3 P.S. 849 et seq.

(Relating to weather modification), Act of January 19, 1968 (P.L. (1967) 1024, § 1), as amended, 3 P.S. 1101 et seq.

Title 16 (Counties)

(Relating to land use), Act of January 13, 1966 (P.L. (1965) 1292, § 1), as amended, 16 P.S. 11941 et seq.

Title 18 (Crimes and Offenses)

The Crimes Code, Act of December 6, 1972 (P.L. 1482, No. 334), as amended, 18 Pa. C.S.A. 101 et seq.

Title 24 (Education)

Public School Code of 1949, Act of March 10, 1949 (P.L. 30, art. VII, § 741), as amended, 24 P.S. 7-731 et seq.

Title 30 (Fish)

The Fish and Boat Code, Act of October 16, 1980 (P.L. 996, No. 175), as amended, 30 Pa. C.S.A. 101 et seq.

Title 32 (Forests, Waters and State Parks)

(Relating to water power and water supply permits), Act of June 14, 1923 (P.L. 704, § 1), as amended, 32 P.S. 591 et seq.

Water Well Drillers License Act, Act of May 29, 1956 (P.L. (1955) 1840, § 1), as amended, 32 P.S. 645.1 et seq.

(Relating to Flood Control), Act of August 7, 1936 (P.L. 106, 1st Ex. Sess., No. 46), as amended, 32 P.S. 653 et seq.

Flood Plain Management Act, Act of October 4, 1978 (P.L. 851, No. 166), as amended, 32 P.S. 679.101 et seq.

Storm Water Management Act, Act of October 4, 1978 (P.L. 864, No. 167), as amended, 32 P.S. 680.1 et seq.

Dam Safety and Encroachments Act, Act of November 26, 1978 (P.L. 1375, No. 325), as amended, 32 P.S. 693.1 et seq.

(Relating to Stream Clearance), Act of June 5, 1947 (P.L. 422, § 1), as amended, 32 P.S. 701 et seq.

(Relating to Potomac River Pollution), Act of May 29, 1945 (P.L. 1134, § 1), as amended, 32 P.S. 741 et seq.
Repealed in Part. Section 4 of Act 1981, May 1, P.L. 22 No. 9, repeals this section to “the extent it required one of

the members of the Interstate Commission on the Potomac River Basin to be a member of the Pennsylvania Commission on Interstate Cooperation.”

(Relating to Schuylkill River pollution), Act of June 4, 1945 (P.L. 1383, § 1), as amended, 32 P.S. 751.1 et seq.

(Relating to Delaware River pollution), Act of April 19, 1945 (P.L. 272, § 1), as amended, 32 P.S. 815.31 et seq.

Delaware River Basin Compact, Act of July 7, 1961 (P.L. 518, §§ 1 to 3), as amended, 32 P.S. 815.101 et seq.

Ohio River Valley Water Sanitation Compact, Act of April 2, 1945 (P.L. 103, § 1), as amended, 32 P.S. 816.1 et seq.

Great Lakes Basin Compact, Act of March 22, 1956 (P.L. (1955) 1333, § 1), as amended, 32 P.S. 817.1 et seq.

Brandywine River Valley Compact, Act of September 9, 1959 (P.L. 848, § 1), as amended, 32 P.S. 818 et seq.

Wheeling Creek Watershed Protection and Flood Prevention District Compact, Act of August 2, 1967 (P.L. 189, § 1), as amended, 32 P.S. 819.1 et seq.

Susquehanna River Basin Compact, Act of July 17, 1968 (P.L. 368, No. 181), as amended, 32 P.S. 820.1 et seq.

Chesapeake Bay Commission Agreement, Act of June 25, 1985 (P.L. 64, No. 25), as amended, 32 P.S. 820.11 et seq.

(Relating to Preservation and Acquisition of Land for Open Space Uses), Act of January 19, 1968 (P.L. (1967) 992, § 1), as amended, 32 P.S. 5001 et seq.

Land and Water Conservation and Reclamation Act, Act of January 19, 1968 (P.L. (1967) 996, § 2), as amended, 32 P.S. 5101 et seq.

Bluff Recession and Setback Act, Act of May 13, 1980 (P.L. 122, No. 48), as amended, 32 P.S. 5201 et seq.

Wild Resource Conservation Act, Act of June 23, 1982 (P.L. 597, No. 170), as amended, 32 P.S. 5301 et seq.

Title 34 (Game)

The Game and Wildlife Code, Act of July 8, 1986 (P.L. 442, No. 93), as amended, 34 Pa. C.S.A. 101 et seq.

Title 35 (Health and Safety)

(Related to public eating and drinking places), Act of May 23, 1945 (P.L. 926, § 1), as amended, 35 P.S. 655.1 et seq. *Repealed in Part.* Section 6(b) of Act 1994, Dec. 12, P.L. 903, NO. 131, repealed this section in so far as it is inconsistent with said act (3 Pa.C.S.A. § 6501 et seq.).

The Public Bathing Law, Act of June 23, 1931 (P.L. 899, § 1), as amended, 35 P.S. 672 et seq.

(Related to the protection of public water supply), Act of June 22, 1937 (P.L. 1987, art. I, § 1), as amended, 35 P.S. 691.1 et seq.

PA Safe Drinking Water Act, Act of May 1, 1984 (P.L. 206, No. 43), as amended, 35 P.S. 721.1 et seq.

PA Sewage Facilities Act, Act of January 24, 1966 (P.L. (1965) 1535, § 1), as amended, 35 P.S. 750.1 et seq.
Repealed in Part. Section 15 of Act 1990, July 1, P.L. 277, No. 67, repealed this section insofar as it relates to fee

payments.

PA Solid Waste-Resource Recovery Development Act, Act of July 20, 1974 (P.L. 572, No. 198), as amended, 35 P.S. 755.1 et seq.

(Related to pollution from abandoned mines), Act of December 15, 1965 (P.L. 1075, § 1), as amended, 35 P.S. 760.1 et seq.

Low-Level Radioactive Waste Disposal Act, Act of February 9, 1988 (P.L. 31, No. 12, § 101), as amended, 35 P.S. 7130.101 et seq.

(Related to Camp Regulation), Act of November 10, 1959 (P.L. 1400 § 1), as amended 35 P.S. 3001 et seq.

Air Pollution Control Act, Act of January 8, 1960 (P.L. (1959) 2119, § 1), as amended 35 P.S. 4001 et seq.

Solid Waste Management Act, Act of July 7, 1980 (P.L. 380, No. 97), as amended, 35 P.S. 6018.101 et seq.
Repealed in Part. Section 905(b) of Act 1988, Feb. 9, P.L. 31, No. 12, § 101, the Low-Level Radioactive Waste Disposal Act (35 P.S. § 7130.101 et seq.), repealed this section insofar as it is inconsistent with said act.

Radiation Protection Act, Act of July 10, 1984 (P.L. 688, No. 147, §101), as amended, 35 P.S. 7110.101 et seq.
Repealed in Part. Section 17(b) of Act 1992, Dec. 18, P.L. 1638, No. 180, provides that this section is repealed insofar as it is inconsistent with said act.

Worker and Community Right-to-Know Act, Act of October 5, 1984 (P.L. 734, No. 159), as amended, 35 P.S. 7301 et seq.

Title 36 (Highways and Bridges)

State Highway Law, Act of June 1, 1945 (P.L. 1242, art. I, § 101), as amended, 36 P.S. 670-101 et seq. *Repealed in Part.* Section 4 of Act 1985, July 3, P.L. 159, No. 43 repealed this act insofar as it is inconsistent with said act.

(Related to Junkyards along Highways), Act of July 28, 1966 (P.L. 91, § 1, Sp. Sess.), as amended, 36 P.S. 2719.1 et seq.

Highway Vegetation Control Act, Act of December 20, 1983 (P.L. 293, No. 79), as amended, 36 P.S. 2720.1 et seq.

Title 37 APPENDIX (Historical and Museums)

History Code, Act of May 26, 1988 (P.L. 414, No. 72, § 1), as amended, 37 Pa.C.S.A. 101 et seq.

Title 43 (Labor)

(Related to General Safety), Act of May 18, 1937 (P.L. 654, § 1), as amended, 43 P.S. 25-1 et seq.

Seasonal Farm Labor Act, Act of June 23, 1978 (P.L. 537, No. 93, § 101), as amended, 43 P.S. 1301.101 et seq.

Title 52 (Mines and Mining)

The Coal Mine Sealing Act of 1947, Act of June 30, 1947 (P.L. 1177, § 1), as amended, 52 P.S. 28.1 et seq.

Coal Refuse Disposal Control Act, Act of September 24, 1968 (P.L. 1040, No. 318, § 1), as amended, 52 P.S. 30.51 et seq.

(Related to Coal Land Improvement), Act of July 19, 1965 (P.L. 216, No. 117, § 1), as amended, 52 P.S. 30.101 et

seq.

(Related to Mine Fires and Subsidence), Act of April 3, 1968 (P.L. 92, No. 42, § 1), as amended, 52 P.S. 30.201 et seq.

PA Anthracite Coal Mine Act, Act of November 10, 1965 (P.L. 721, No. 346, art. I, , § 101), as amended, 52 P.S. 70-101 et seq.

(Related to discharge of coal into streams), Act of June 27, 1913 (P.L. 640, § 1), as amended, 52 P.S. 631 et seq.

(Related to Caving-in, Collapse, Subsidence), Act of May 27, 1921 (P.L. 1198, § 1), as amended, 52 P.S. 661 et seq.

(Related to Subsidence), Act of September 20, 1961 (P.L. 1538, § 1), as amended, 52 P.S. 672.1 et seq.

Anthracite Strip Mining and Conservation Act, Act of June 27, 1947 (P.L. 1095, § 2), as amended, 52 P.S. 681.1 et seq. Repealed in Part. Section 16 of Act 1971, Nov. 30, P.L. 554, No. 147, provided that this section repealed insofar as it is inconsistent with Act No. 147.

(Related to control and drainage of water from coal formations), Act of July 7, 1955 (P.L. 258, § 1), as amended, 52 P.S. 682 et seq.

PA Bituminous Coal Mine Act, Act of July 17, 1961 (P.L. 659, art. I, § 101), as amended, 52 P.S. 701-101 et seq.

(Related to Abandoned Mines), Act of May 7, 1935 (P.L. 141, § 1), as amended, 52 P.S. 809 et seq.

(Related to maps and plans of mines), Act of June 15, 1911 (P.L. 954, § 1), as amended, 52 P.S. 823.

Surface Mining Conservation and Reclamation Act, Act of May 31, 1945 (P.L. 1198, § 1), as amended, 52 P.S. 1396.1 et seq. *Repealed in Part.* Section 27 of Act 1984, Dec. 19, P.L. 1093, No. 219, provides that, except as provided in § 3304 of this title, this section “is repealed to the extent that it applies to the surface mining of minerals other than bituminous and anthracite coal.”

The Bituminous Mine Subsidence and Land Conservation Act, Act of April 27, 1966 (P.L. 31, 1st Sp. Sess., § 1), as amended, 52 P.S. 1406.1 et seq.

(Related to cave-in or subsidence of surface above mines), Act of July 2, 1937 (P.L. 2787, § 1), as amended, 52 P.S. 1407 et seq.

(Related to Coal Stripping), Act of June 18, 1941 (P.L. 133, § 1), as amended, 52 P.S. 1471 et seq.

(Related to Coal under State Lands), Act of June 1, 1933 (P.L. 1409, § 1), as amended, 52 P.S. 1501 et seq.

(Related to Mining Safety Zones), Act of December 22, 1959 (P.L. 1994, § 1), as amended, 52 P.S. 3101 et seq.

(Related to Coal Mine Subsidence Insurance Fund), Act of August 23, 1961 (P.L. 1068, § 1), as amended, 52 P.S. 3201 et seq.

Interstate Mining Compact, Act of May 5, 1966 (P.L. 40, Sp. Sess. No. 1, § 1), as amended, 52 P.S. 3251 et seq.

Noncoal Surface Mining Conservation and Reclamation Act, Act of December 19, 1984 (P.L. 1093, No. 219, § 1), as amended, 52 P.S. 3301 et seq.

Oil and Gas Conservation Law, Act of July 25, 1961 (P.L. 825, § 1), as amended, 58 P.S. 401 et seq.

PA Used Oil Recycling Act, Act of April 9, 1982 (P.L. 314, No. 89), as amended, 58 P.S. 471 et seq.

Coal and Gas Resource Coordination Act, Act of December 18, 1984 (P.L. 1069, No. 214), as amended, 58 P.S. 501 et seq.

Oil and Gas Act, Act of December 19, 1984 (P.L. 1140, No. 223, § 101), as amended, 58 P.S. 601.101 et seq.
Repealed in part. Section 4 of Act 1985, July 11, P.L. 232, No. 57, repealed this act insofar as it is inconsistent with said act.

Title 63 (Professions and Occupations)

Sewage Treatment Plant and Waterworks Operators' Certification Act, Act of November 18, 1968 (P.L. 1052, No. 322, § 1), as amended, 63 P.S. 1001 et seq.

Title 64 (Public Lands)

PA Appalachian Trail Act, Act of April 28, 1978 (P.L. 87, No. 41, § 1), as amended, 64 P.S. 801 et seq.

Title 71 (State Government)

The Administrative Code of 1929, Act of April 9, 1929 (P.L. 177, art. I, § 1), as amended, 71 P.S. 51 et seq.

Title 72 (Taxation and Fiscal Affairs)

Project 70 Land Acquisition and Borrowing Act, Act of June 22, 1964 (P.L. 131, Sp. Sess., No. 8, § 1), as amended, 72 P.S. 3946.1 et seq.

(Related to pollution control services), Act of March 4, 1971 (P.L. 6, No. 2, § 602.1, added 1971, Aug. 31, P.L. 362, No. 93, § 6), as amended, 72 P.S. 7602.1 et seq.

Title 73 (Trade and Commerce)

Infrastructure Development Act, Act of July 11, 1996 (P.L. 677, No. 116, § 1), as amended, 73 P.S. 393.21 et seq.

(Related to Explosives), Act of July 1, 1937 (P.L. 2681, § 1), as amended, 73 P.S. 151 et seq.; *Suspended in Part.* This section is suspended insofar as it is in conflict with the provisions of Reorganization Plan No. 8 of 1981. *See 71 P.S. § 751-35.*

(Related to Explosives), Act of July 10, 1957 (P.L. 685, § 1), as amended, 73 P.S. 164 et seq. *Suspended in Part.* Section 164 is suspended insofar as it is in conflict with the provisions of Reorganization Plan No. 8 of 1981. *See 71 P.S. 751-35.*

(Related to Black Powder), Act of May 31, 1974 (P.L. 304, No. 96, § 1) 73 P.S. 169 et seq.

(Related to excavation and demolition), Act of December 10, 1974 (P.L. 852, No. 287, § 1), as amended, 73 P.S. 176 et seq.

Title 75 (Vehicles)

Vehicle Code, Act of June 17, 1976 (P.L. 162, No. 81, § 1), as amended, 75 Pa. C.S.A. 101 et seq.

Snowmobile Law, Act of June 17, 1976 (P.L. 162, No. 81, § 1), as amended, 75 Pa. C.S.A. 7701 et seq.

(Related to hazardous materials transport), Act of June 30, 1984 (P.L. 473, No. 99, § 4), 75 Pa. C.S.A. 8301 et seq.

Title 77 (Workmen's Compensation)

Workers' Compensation Act, Act of June 2, 1915 (P.L. 736, art. 1, § 101), as amended, 77 P.S. 1 et seq.

PA Occupational Disease Act, Act of June 21, 1939 (P.L. 566, No. 284, § 101), as amended, 77 P.S. 1201 et seq.

Other Statutes

(Relating to Medical Waste-Manifesting and Transporter Licensing), Act of July 13, 1988 (P.L. 525, No. 93, § 1), 35 P.S. § 6019.1 et seq.

Municipal Waste Planning, Recycling and Waste Reduction Act, Act of July 28, 1988 (P.L. 556, No. 101, § 1501), 53 P.S. § 4000.1501.

Hazardous Sites Cleanup Act, Act of October 18, 1988 (P.L. 756, No. 108, § 101), 35 P.S. § 6020.101.

Pennsylvania Constitution - Article I, Section 27 (Adopted May 18, 1971)

FEDERAL LAW

Acid Precipitation Act of 1980 (42 U.S.C. 8901-8912).

Act to Prevent Pollution from Ships (33 U.S.C. 1901-1915).

Americans with Disabilities Act, (42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611).

Asbestos Hazard Emergency Response Act of 1986 [see Toxic Substances Control Act secs. 201-214 (15 U.S.C. 2641-2656)].

Atomic Energy Act of 1954 (42 U.S.C. 2014, 2021, 2021a, 2022, 2111, 2113, 2114).

Aviation Safety and Noise Abatement Act of 1979 (49 U.S.C. 47501-47510).

Clean Air Act (42 U.S.C. 7401-7642).

Clean Water Act [see Federal Water Pollution Control Act].

Coastal Zone Management Act of 1972 (16 U.S.C. 1451-1466).

Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. 9601-9675).

Emergency Planning and Community Right-to-Know Act of 1986 (42 U.S.C. 11001-11050).

Energy Supply and Environmental Coordination Act of 1974 (15 U.S.C. 791-798).

Environmental Quality Improvement Act of 1970 (42 U.S.C. 4371-4375).

Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. 136-136y).

Federal Land Policy and Management Act of 1976 (43 U.S.C. 1701-1784).

Federal Water Pollution Control Act (33 U.S.C. 1251-1387)

Geothermal Energy Research, Development, and Demonstration Act of 1974 (30 U.S.C. 1101-1164).

Global Climate Protection Act of 1987 (15 U.S.C. 2901 note).

Hazardous Substance Response Revenue Act of 1980 (see 26 U.S.C. 4611, 4612, 4661, 4662).

Low-Level Radioactive Waste Policy Act (42 U.S.C. 2021b-2021d).

Marine Protection, Research, and Sanctuaries Act of 1972 (33 U.S.C. 1401-1445)

National Climate Program Act (15 U.S.C. 2901-2908).

National Environmental Policy Act of 1969 (42 U.S.C. 4321-4370f).

Noise Control Act of 1972 (42 U.S.C. 4901-4918).

Nuclear Waste Policy Act of 1982 (42 U.S.C. 10101-10270).

Outer Continental Shelf Land Act Amendments of 1978 (43 U.S.C. 1801-1866).

Public Health Service Act (42 U.S.C. 300f-300j-11).

Safe Drinking Water Act [see Public Health Service Act secs. 1401-1451 (42 U.S.C. 300f-300j-26)].

Soil and Water Resources Conservation Act of 1977 (16 U.S.C. 2001-2009).

Solid Waste Disposal Act (42 U.S.C. 6901-6991i).

Surface Mining Control and Reclamation Act of 1977 (30 U.S.C. 1201-1328).

Toxic Substances Control Act (15 U.S.C. 2601-2692).

Uranium Mill Tailings Radiation Control Act of 1978 (42 U.S.C. 7901-7942).

Water Resources Research Act of 1984 (42 U.S.C. 10301-10309).

22. **MBE/WBE Solicitation.** The City of Harrisburg, in its effort to promote minority and women owned business (MBE/WBE) participation in City CONTRACTS, has established guidelines and goals for the purchase of goods and services. The criteria for such purchases are set forth in Chapter 2-901 of the Codified Ordinance or if applicable the Affirmative Action Cooperation Agreement (AACA), Chapter 2-903. CONTRACTS requiring participation will have MBE/WBE Solicitation and Commitment Sheets provided in the bid package.

A. Participation Level

1. Under the authority of Chapter 5-715 of the Codified Ordinances, the City of Harrisburg has established a Minimum Participation Level (MPL) of 15 % for Minority Business Enterprise (MBE) and 10 % for Women Business Enterprise (WBE) for this project.

These MPLs serve exclusively as a threshold in determining bidder responsibility. A bidder will not be rejected as not responsive solely because it fails to reach the MPLs. To determine the participation level which has been reached, divide the amount of the commitments of MBEs and WBEs by the total amount of the bidder's bid.

2. A firm which is both an MBE and a WBE will only receive credit toward the MPLs as either an MBE or WBE. Bidders are to indicate on the Solicitation/Commitment Sheets whether the firm is being listed as either an MBE or a WBE.
3. An MBE/WBE firm which is the prime bidder will receive full credit toward meeting the MPLs for its own work effort on this project.
4. MBE/WBE subcontractors must perform at least seventy-five percent (75%) of the cost of the subcontract, not including cost of materials, with its own employees.

B. Responsiveness

1. Bidders must submit information indicating MBE and WBE firms which have been solicited, quotes which have been received (solicited and unsolicited) and firms to which commitments have been made. Documentation of such solicitations, quotes, and commitments must be submitted concurrently with the bid on the forms provided with the bid documents (MBE/WBE Solicitation/Commitment Sheets).
2. Mailings to large numbers of MBEs and WBEs which are intended to provide notice of a contractor's interest in bidding a construction contract will not be deemed solicitation but rather will be treated as informational notification only.
3. A bidder should only solicit MBE/WBE subcontractors or suppliers whose work or supplies are within the project scope and are related to project line items or portions thereof and which the bidder reasonably believes it will choose to subcontract with or purchase from.
4. Bidders failing to meet the MPLs must submit, concurrently with the bid submission, an explanation of why the MPLs have not been met. This explanation must demonstrate that the bidder has not engaged in discriminatory practices in solicitation and commitment of subcontracts and supply contracts. Under the Act of December 21, 1984, No. 230, P.L. 210, 18 Pa. C.S.A. Section 4107.2, a person

commits a felony of the third degree, if in the course of business, he engages deception relating to MBE/WBE certification.

The bidder must:

- (a) Indicate whether MBEs and WBEs were solicited for each type of work the bidder expects to subcontract for and for all materials which the bidder expects to procure and, if not, the reason(s) why no such solicitation was made;
- (b) Indicate the reason why an MBE or WBE has not been committed to for a type of subcontract work or materials in any area where a quote was received from a minority or woman owned business; and
- (c) In any case where no quotations are received or commitments made to MBE or WBE firms, indicate on the Solicitation/Commitment Sheet that no quotes were received and, if there is a reason for no commitments being made, the reason for the lack of commitments.

5. If the bidder fails to submit such documents as required, the bid submission will be considered non-responsive and the bid will be rejected.

C. Responsibility

- 1. The submissions of each bidder are subject to review to determine whether the bidder has discriminated in the selection of subcontractors and suppliers. After review of the MBE/WBE Solicitation and Commitment Sheets and other relevant information, the City Engineer will make a recommendation concerning responsibility to the Mayor. If a bidder has met the MPLs, the Engineer may presume that there has been no discrimination, and such may be his recommendation to the Mayor. If the City Engineer finds that the bidder is not responsible, the Mayor will review the recommendation and supporting documentation in conjunction with the Law Bureau. If the Mayor concurs that discrimination has occurred, the bidder will be deemed to be not responsible, and the bid will be rejected.
- 2. Bidders who fail to meet the MPLs must submit the following documentation to avoid a finding that it is a not responsible bidder:
 - (a) The bidder was not motivated by considerations of race or gender. If the bidder receives a solicited or unsolicited quote and does not utilize all or any portion of the quote, the bidder must explain why the quote was not used or why only a portion of the quote was used.
 - (b) Minority and women businesses were not treated less favorably than other businesses in the contract solicitation and commitment process; and
 - (c) Solicitation and commitment decisions were not based upon policies which disparately affect minority and women businesses.

3. Commitments to MBE/WBE firms made at the time of bidding must be maintained throughout the term of the contract, unless a change in commitment to these firms is pre-approved by the City.

4. Access to Information

The City may obtain documents and information from any bidder, contractor, subcontractor or supplier that may be required in order to ascertain bidder or contractor responsibility. Failure to provide requested information may result in the contractor being declared not responsible. Information obtained during a review of the firm's solicitation and commitment process will be maintained on a confidential basis.

D. Proposal as Part of the Contract

The proposal of the successful bidder, including the completed MBE/WBE Solicitation/Commitment Sheets and accompanying documents regarding solicitation and commitments to MBE and WBE firms, become part of the contract.

CITY OF HARRISBURG

BID FORM

To the **CITY OF HARRISBURG**

The undersigned, _____ (called "BIDDER"), organized and existing under the laws of the State of _____ doing business as _____,* having familiarized itself with the legal conditions affecting the work, and with the Notice to Bid, Instructions to Bidders, Non-Collusion Affidavit, Contract, and Addenda, if any thereto hereby proposes to provide and service self-sustaining, all inclusive portable shower facilities for city public works employee use, within the time set forth therein, and at the lump sum prices.

BIDDER here agrees to commence WORK under this contract on or before a date to be specified in the **NOTICE TO PROCEED** and to fully complete installation of the portable shower trailer within twenty (20) consecutive calendar days thereafter. Any work which remains uncompleted after the completion time stipulated above may be subject to **liquidated damages** as outlined in the General Specifications.

* Insert "a corporation", "a partnership", or "an individual" as applicable.

BIDDER agrees to perform all the work described for the following lump sum price of:

- 1. Purchase of Loop-Loc mesh winter cover for Pool No. 2 (Main Pool) _____ Dollars (\$_____)
- 2. Sizing Fitting and Installation of Winter Cover for Pool No. 2 (Main Pool) _____ Dollars (\$_____)
- 3. Winterization/Closing of Pool Nos. 1 and 2 _____ Dollars (\$_____)

Total Bid (1 plus 2 plus 3) _____ **Dollars (\$_____)**

NOTE: Bidders shall include sales tax and all other applicable taxes and fees.

(Individual Bidder)

Witness:

_____ (SEAL)
(Signature of Individual)

Address:

Telephone No. ()

Trading and Doing Business as:

(Partnership Bidder)*

(Name of Partnership)

Address:

Telephone No. ()

Witness:

By: _____ (SEAL)
(Signature of Partner)

***If a partnership is BIDDER, all partners must execute bid.**

(Corporation Bidder)

(Name of Corporation)

Address:

Telephone No. ())

ATTEST:

(Assistant) Secretary

By: _____
(Vice) President

(CORPORATE SEAL)

For (if appropriate)

(Name of Corporation)

Witness:

*By: _____
Authorized Representative

***Attach appropriate proof, dated as of the same date as the Bond, evidencing authority to execute in behalf of the corporation.**

Address of Corporation:

License Number:

(if applicable)

Date: _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____
as PRINCIPAL, and _____ as SURETY, are
hereby held and firmly bound unto **CITY OF HARRISBURG** as OWNER in the penal sum of
_____ for payment of
which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.
Signed, this _____ day of _____, 2014. The Condition
of the above obligation is such that whereas the PRINCIPAL has submitted to
_____ a certain BID, attached hereto and hereby made a part hereof to
enter into a contract in writing, for the _____

NOW THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the PRINCIPAL shall execute and deliver a contract in the Form of agreement included in the CONTRACT DOCUMENTS (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the SURETY for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

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

(Corporation Principal)

(Name of Corporation)

ATTEST

(Assistant Secretary)

BY _____
(Vice President)

(CORPORATE SEAL)

For (if appropriate)

(Name of Corporation)

WITNESS:

*BY: _____
(Authorized Representative)

* **Attach appropriate proof, dated as of the same date as the Bond, evidencing authority to execute in behalf of the Corporation.**

NOTE: Date of BOND must not be prior to date of Notice of Intent to Award.

If CONTRACTOR is partnership, all partners should execute BOND.

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

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania Antibid-Rigging Act, 73 P.S. Section 1611 et seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.
2. This Non-Collusion Affidavit must be executed by the member, officer or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.
3. Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of the bid.
4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.
5. The term "complementary bid" as used in the Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
6. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid.

CONTRACT BETWEEN OWNER AND CONTRACTOR

This Agreement, executed this _____ of _____, 2014, by and between, _____, a corporation organized and e a corporation incorporated under the Laws of the State of _____, or Partnership consisting of _____, or Individual Trading as _____, its successors and assigns, hereinafter called “Contractor” and the City of Harrisburg, herein after call “City.”

ARTICLE 1 – THE CONTRACT DOCUMENTS

The Contract Documents shall consist of this Contract and all attachments hereto, the Advertisement for Bids, the Instructions to Bidders, the Bid Form, the Bid Bond, the Non-Collusion Affidavit, the Performance and Payment Bonds, the Specifications, and the Insurance Certificate, All Addenda issued prior to execution of the Agreement, and all modifications, Change Orders, and written interpretations of the Contract Documents issued by the City of Harrisburg. All of these documents form the contract and are as fully part of the contract as if attached to this Contract or repeated herein.

ARTICLE 2 – THE WORK

The Contractor shall perform all the work required by these Contract Documents for the sizing, fit, purchase and install a Loop-Loc (or approved equal) mesh winter pool cover for pool City Pool No. 2 and provide all labor, materials, and equipment necessary for closing/winterization of City Pool Nos. 1 and 2.

ARTICLE 3 – TIME OF COMMENCEMENT AND COMPLETION

The Contract duration for this Contract is Forty Five (45) calendar days and shall commence upon the receipt of the Notice to Proceed.

ARTICLE 4 – CONTRACT SUM

The contract sum is _____ dollars (\$_____). Payment will be made as set forth herein. Deductions from or additions to this sum will be made as set forth in the General Conditions of the Contract.

ARTICLE 5 – PROGRESS PAYMENTS

Based upon the limited duration of the Contract, 90% of contract balance will be made upon substantial completion of the work and within thirty (30) days after Contractor’s submission of an application for payment.

SPECIFICATIONS

SECTION 01000 – GENERAL SPECIFICATIONS

PART 1: GENERAL

1-01. WORK INCLUDED

- A. The work included in this Contract consists of furnishing all labor, materials, and equipment necessary to perform all services required for the sizing, fit, purchase and install a Loop-Loc (or approved equal) mesh winter pool cover for pool City Pool No. 2 (located at 18th and Cloverly Streets), and to provide all labor, materials, and equipment necessary for closing/winterization of City Pool Nos. 1 and 2.
- B. The Contractor shall provide qualified personnel to perform all work included under this Contract and shall name a qualified Project Manager/Supervisor who is responsible for representing the Contractor during the length of this Contract and who shall have been designated in writing by the Contractor. The supervisor shall have full authority to act on behalf of the Contractor, and all communications from City shall be given to the Contractor. The supervisor shall be present on the site at all times to perform adequate supervision and coordination of the work.

1-02. CODES AND STANDARDS

- A. The Contractor shall comply at all times with all applicable Local, State, and National Codes pertaining to the work included in this Contract.
- B. The Contractor shall comply with the Department of Labor Safety and Health Regulations for construction under the jurisdiction of the **Occupational Safety and Health Act of 1970 (PL 91-596)** and under Section 107 of the Contract Work Hours and Safety Standards Act (PL 91-54).

1-04. INSURANCE

- A. The contractor shall furnish the City of Harrisburg one (1) copy of a Certificate of Insurance issued by an insurance carrier licensed to do business in the Commonwealth of Pennsylvania and the City of Harrisburg having a minimum of an “A” rating and a financial class size VII as defined by the AM Best Rating Guide for coverages required, with the City named as an additional insured for all coverages, other than Workman’s Compensation and Employers Liability. This Certificate of Insurance shall reflect the actual amount of insurance in force. It should not reflect the minimum insurance requirements required by this bid specification. The contractor shall also provide the City of Harrisburg with an endorsement specifying the City, its employees, officers and officials as additional insured using ISO form B, 20-10 edition 11/85.
- B. In the event of an accident of any kind which involve the general public and or private or public property, the Contractor shall immediately notify the City Engineer and shall provide a full accounting of all details of the accident. The contractor shall furnish the City with copies of all reports of such accidents at the same time that the reports are forwarded to other interested parties.
- C. The contractor shall indemnify and save harmless the City of Harrisburg and their officers, agents and

employees from any and all liability, losses or damages, including attorney’s fees and cost of defense, the City may suffer as a result of claims, demands, suits and actions or proceedings of any kind or nature, including worker’s compensation claims, in any way resulting from or arising out of work performed by the Contractor under this contract including operations of any Subcontractors and the Contractor shall at his or her own expense appear defend and pay all charges of attorney’s and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgments shall be rendered against the City in any such act, the Contractor shall, at his or her own expense satisfy and discharge same. The Contractor expressly understands and agrees that any performance bond or insurance protection required by the contract, or otherwise provided by the contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City herein provided. In event of any conflict between the language of the insurance policy(s) and the above recited indemnity agreement, the indemnity agreement shall govern.

D. Types and Amounts of Insurance

Worker’s Compensation and Worker’s Occupational Disease. Worker’s Compensation limits of coverage shall be as required by law in the Commonwealth of Pennsylvania. This shall include coverage for all persons whom the Contractor may employ directly or through subcontractors in carrying out the work described in this contract.

Employer’s Liability:	Bodily Injury by accident	\$1,000,000 per accident
	Bodily Injury by disease	\$100,000 per employee \$500,000 aggregate

Commercial General Liability for Bodily Injury and Property Damage (occurrence form) including General Coverage, Broad Form Property Damage (including completed operations), Explosion, Collapse and Underground hazards, and Contractual Liability assumed in the contract documents, Personal Injury Liability and Independent Contractor’s protective products completed and operations liability. Additionally the City of Harrisburg will be named as an additional insured. The City shall be included as an additional named insured using an ISO –Owners, Lessees or Contractors (Form B),ISO FORM # CG 20-10, Edition Date 11/85 or similar wording. A copy of this endorsement must be supplied to the City prior to authorization being granted to proceed with the work as specified in the contract.

Amount of Coverage:	\$ 2,000,000 Conventional Activities
	\$ 5,000,000 Construction at Grade Level
	\$10,000,000 Construction Below or Above Grade

Comprehensive Auto Liability for bodily injury and property damage arising out of owned, non-owned and hired vehicles. A combined single limit of \$1,000,000 per occurrence is required.

The Contractor and Subcontractor will retain the responsibility for loss or damage of their own or rented property or property of their employees of whatever kind and nature, including but not limited to tools and equipment.

1-04. UTILITIES

- A. The City will provide utilities (weather permitting), including only toilet, water, and electric from existing sources at each respective pool site. The Contractor will be responsible for daily cleaning of any toilet facilities used. Telephone service and lighting is the responsibility of the

Contractor.

1-05. CLEANING

- A. After all work is completed at each respective pool, the entire pool area, shall be cleaned by the Contractor of all excess material, debris, etc. and shall be left in condition for the next season operation.

1-06. SCHEDULE

- A. Normal work schedule is 7:00 AM to 7:00 PM Monday through Friday. Weekend work shall be permitted at the request of the Contractor when approved by the City Engineer. Any request to work during all or part of a weekend must be made by the previous Wednesday. The City reserves the right to require that certain construction procedures within the scope of work be scheduled for weekend work and/or evening off work hours.

1-07. PAYMENTS TO CONTRACTOR

- A. The City Engineer shall make final inspection within 5 days of receipt of the Contractor's request for final inspection and application for final payment. If the work is substantially completed the City Engineer shall issue a certificate of completion. The certificate given by the City Engineer shall list each and every uncompleted item (punch list). Due to the limited duration of the work, the City shall make payment to Contractor within thirty (30) of the substantial completion of the work; provided that the City Engineer approves the application for payment. The City shall retain ten percent (10%) of the contract sum until the completion of any punch list items. The retainage will be paid within thirty (30) days of completion of the punch list, provided that the City Engineer approves the application for payment.

1-08. RIGHT OF THE CITY TO TERMINATE CONTRACT

- A. In the event that any of the provisions of this Contract are violated by the Contractor or any of his subcontractors, the City may serve written notice upon the Contractor and the Surety of its intention to terminate the Contract, such notices to contain the reasons for such action and, unless within ten (10) days after the serving of such notice upon the Contractor such violation or delay shall cease and satisfactory arrangement or correction be made, the Contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination by the City, the City shall immediately serve notice thereof upon the Surety and the Contractor, and the Surety shall have the right to take over and perform the Contract; provided, however, that if the Surety does not commence performance thereof within ten (10) days from the date of the mailing to such Surety of notice of termination, the City may take over the work and perform the same to completion by Contract or by in house forces at the expense of the Contractor, and the Contractor and its Surety shall be liable to the City for any excess cost occasioned the City thereby, and in such event the City may take possession of and utilize in completing the work such materials, appliances, and plant as may be on the site of the work and necessary therefor.

1-09. UNFAVORABLE WEATHER CONDITIONS

- A. It shall be the responsibility of the Contractor to protect all freshly poured concrete by use of any suitable means pre-approved by the City Engineer. The use of straw shall not be permitted. Any concrete damaged shall be replaced by the Contractor at no additional cost to the City.

- B. The City at its sole discretion may waive liquidated damages for work delays caused by unfavorable weather conditions.

1-10. RESTORATION OF SITE AND DAILY CLEAN-UP

- A. The Contractor shall restore the lawn and other surfaces disturbed during the course of the contract performance to a condition equal to that before the work began, furnishing all labor and material incidental thereto.
- B. Contractor is required to keep the work site and surrounding streets neat and clean of all debris on a daily basis. Any mud or other debris tracked onto any City Streets by the Contractor's equipment from the work site will be immediately and routinely removed by the Contractor by use of mechanical sweeping equipment. Failure to maintain all work areas in a clean, neat and orderly manner will be cause to allow the City Engineer to withhold part or all of the next requested progress payment. Failure to rectify the situation after the first withholding will be considered a breach of Contract and allow the City Engineer to deduct up to 5 % of the total contract amount as additional liquidated damages.

1-11 UNDESIRE WASTE

- A. The Contractor shall remove all undesired waste from the project and find a suitable site for waste disposal. The site shall be subject for approval by the Office of the City Engineer.

1-12 PROPRIETARY MATERIALS

- A. Whenever an article or material is defined by using a trade name and/or the name and catalog number of a manufacturer or vendor, the term "OR APPROVED EQUAL", if not inserted therewith, shall be implied, unless the article or material is noted as having "NO SUBSTITUTE". It is understood that any reference to a particular manufacturer's product, either by trade name or by limited description, has been made solely for the purpose of more clearly indicating the minimum standard of quality desired. The term "OR APPROVED EQUAL" is defined as meaning any other product equal in material, workmanship and service and as efficient and economical in operation.

END OF SECTION 01000

SECTION 02000 – TECHNICAL SPECIFICATIONS

- A. Blow out return lines and drain lines in Wading Pools with high volume air. Inject 6 gallons of nontoxic swimming pool antifreeze in each line. Install winterization plugs in the eyeball return fittings and bottom drains.
- C. Partially drain and pump the water to approximately 2" below the returns in the Main Pools. Blow return lines with high volume air. Inject 60 gallons of nontoxic swimming pool antifreeze in return lines. Plug return line with expandable winterization plugs. Fill pool to 18" above return lines.
- D. Blow out scum gutter lines with high volume air, inject 36 gallons into the scum gutter lines and plug lines with expandable winterization plugs.
- E. Drain all filter tanks.
- F. Leave tank drain line valve at an open position.
- G. Provide and install foam rubber insulation around the main drain lines in the Filter Rooms on both Main Pools.
- H. Remove all ladders, lifeguard stands, diving boards, railings, chemical feed pumps, etc. and store where directed by the City. Contractor shall submit an itemized list to the City Engineer of all equipment removed and storage location immediately upon completion.
- I. Remove the 1 ½ HP Wading pool pump from the pump pit and deliver for winter storage to the City of Harrisburg vehicle maintenance facility located at 1820 Paxton St., Harrisburg, PA. Contact Kevin Baum at (717) 238-9248 to make arrangements for delivery.
- +
J. Inspect the pool facilities and provide City Engineer with a list of missing and damaged equipment that will prevent the pool facilities from being opened in the Spring of 2015 with a change order request to replace the missing/damaged equipment and provide the necessary work. The City will not be bound by these change order requests unless and until approved in writing.

END OF SECTION 02000

**MBE/WBE SUBCONTRACTOR AND SUPPLIER CERTIFICATION,
SOLICITATION AND COMMITMENT FORM**

This form, is comprised of two parts: A - Certification and B - Record of MBE/WBE Solicitations and Commitments.

FORM A – CERTIFICATION

This Form must be completed and signed by the each bidder and submitted with its bid.

Bidder name: _____
Project #: _____

1. We commit to meet the MPLs for the project as stated in the Notice to Bidders for:
MBEs Yes _____ No _____
WBEs Yes _____ No _____

If the answer for both MBEs and WBEs is “Yes” **GO DIRECTLY TO THE SIGNATURE LINES AT THE END OF THIS CERTIFICATION. YOU DO NOT NEED TO COMPLETE THE REMAINDER OF THIS FORM AND YOU DO NOT NEED TO COMPLETE FORM B.**

If either answer is “No” you must check and complete statement 2 below, sign this form and complete Form B.

2. We do not commit to meet both MPLs as stated in the Notice to Bidders. However, we did solicit MBE subcontractors and WBE subcontractors and we commit to the following participation levels:
MBEs _____ % WBEs _____ %

- We have included below an explanation of our failure to commit to both MPLs. (Attach additional sheets as necessary.)

MBE: _____

WBE: _____

- We have completed and included with our bid the Form B - Record of MBE/WBE Solicitations and Commitments.

Signature Certification

I certify that the information on this form is true and correct to the best of my knowledge and that I am authorized to represent the above-named Bidder in connection with this certification.

Signature: _____

Name (print or type): _____

Title: _____

FORM B - RECORD OF MBE/WBE SOLICITATIONS AND COMMITMENTS

(1)

(2)

Company Name: EIN No.: Address: Telephone: () FAX No.: E-Mail Address: Contact Person:	Contract Number & Point: Project Name: Bid Amt. (Base Bid #1): \$
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Note to Bidders:

The following is provided for informational purposes only.

1. If you commit in your bid to meet the MPLs for both MBEs and WBEs you do not need to complete this Form B.
2. If you do not commit in your bid to meet both MPLs you must complete this Form B. Failure to do so will be sufficient cause for rejection of the bid as NOT RESPONSIVE.
3. By submitting this form, the Bidder certifies that it has solicited the MBE and WBE firms for all services for which it intends to enter into a subcontract and for all supplies for which it intends to purchase within the Contract scope of work.

