

# CONTRACTOR APPLICATION

**Please read the application carefully and complete all sections.**

Company Name: \_\_\_\_\_

Physical Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Email: \_\_\_\_\_

Company Type: \_\_\_\_\_ Sole Proprietor \_\_\_\_\_ Partnership \_\_\_\_\_ Corporation

Federal ID: \_\_\_\_\_ Social Security No: \_\_\_\_\_ UEI#: \_\_\_\_\_

According to the U.S. General Services Administration, the federal government will stop using the DUNS number in **April 2022** and transition to a 12-digit Unique Entity Identifier (UEI) created in the System for Award Management ([SAM.gov](https://sam.gov)). If you already have an active DUNS number, the federal government has already assigned your agency a UEI. Therefore, you do not need to apply for one. You can log onto the [SAM.gov](https://sam.gov) website, pull up your registered account to verify what number has been assigned to you. If you do not currently have a DUNS number assigned, you may still apply for one and must register your DUNS number in the SAM system until the transition period is over (April 2022), where a UEI will be assigned to you based on your DUNS registration.

**If this is a Corporation:**

Date Incorporated: \_\_\_\_\_

State of Incorporation: \_\_\_\_\_

**Names of President and other Officers of the Corporation:**

\_\_\_\_\_  
Name Title

\_\_\_\_\_  
Name Title

\_\_\_\_\_  
Name Title

**If this is a Partnership:**

Type of Partnership: \_\_\_\_\_

Please list the names of the Partners:

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

- **Please complete all lists attached to this packet**
  - Vendor Survey for Section III and MBE/WBE
  - Worker Certification Checklist
  - Subcontractor List
  - Prevailing Wage
  
- **ALL Contractors working on grant funded projects, are required to maintain, and provide copies of, the below listed documents, to LCCAP.**
  - General Company and Pollution Insurances
  - PA Registration Certificate
  - Registered DUNS # / UEI #
  - Company Lead and EPA/RRP Certificates
  - Surety Bonds
  - Radon Mitigation and Testing Certificates
  
- **ALL Individuals, working on grant funded projects, are required to maintain, and provide copies of, the below listed documents, to LCCAP.**
  - Individual Lead Certificates, Lead Photo ID's, & EPA/RRP Certificates

**Please check all that apply to the rehabilitation activities your company performs.**

Carpentry	
Roofing	
Drywall	
Electrical	
Plumbing	
Masonry	
Landscaping	
Lead Remediation	
Radon Mitigation	
Other:	

Has your company ever been debarred by the commonwealth of Pennsylvania? (*Provide online confirmation*)

\_\_\_\_\_ Yes \_\_\_\_\_ No **If yes, please provide details.**

Does your company have a written safety policy, mission statement or other document addressing the company's attitude and responsibility towards worker safety and the safety of the public during construction?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, please attach a copy of the document. (NOTE: please do not send full copies of safety manuals. If desired, in addition to the above, an index or Table of Contents from the manual is sufficient.)

Does your company have a designated safety officer?

\_\_\_\_\_Yes\_\_\_\_\_No

Name: \_\_\_\_\_

If yes, please provide this individual's qualifications, work experience, authority, job duties, percentage of time spent in fulfilling his duties as a safety officer, and whom this individual report to.

Is your company concurrently engaged in litigation, arbitration, mediation, or any other dispute resolution mechanism, relative to the company's involvement in a construction contract?

\_\_\_\_\_Yes\_\_\_\_\_No **If yes, please provide details.**

The PA Department of Community and Economic Development, Housing and Urban Development, PA Department of Community Economic Development (DCED) and LCCAP may require further evidence of qualifications if they deem necessary.

Comprehensive General Liability Insurance with a minimum **\$1,000,000.00** per occurrence coverage and **Contractors Pollution Policy** are required for participation in this agency's Housing Rehabilitation Programs. **Please attach a Certificate of Insurance naming LCCAP as certificate holder.**

Worker's Compensation Insurance, as prescribed by Pennsylvania law, is required for participation in THIS AGENCY Home rehabilitation Programs. **Please attach a Certificate of Insurance to verify this coverage.**

**Financing/Lines of Credit:**

To participate in this agency's Home Rehabilitation Programs, the contractor must be able to finance the start-up of projects and be able to obtain materials as needed during projects.

Creditor: \_\_\_\_\_ Amount: \_\_\_\_\_

Creditor: \_\_\_\_\_ Amount: \_\_\_\_\_

Creditor: \_\_\_\_\_ Amount: \_\_\_\_\_

**VENDOR SURVEY FOR SECTION III  
MBE/WBE (Minority/Women Business Enterprise)**

Name of Business: \_\_\_\_\_

Employer Identification Number (EIN): \_\_\_\_\_

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

Phone No. of Business: \_\_\_\_\_

**Email:** \_\_\_\_\_

Please answer the following questions:

To be considered a Section III business you must meet one of the following:

- At least 51% of the business is owned by low-income people
- Low-income people work more than 75% of the labor hours worked at the business
- At least 25% of the business is owned by public housing residents or Section 8 residents

Are you a Section III owned business?                     YES                     NO

    If yes, are you registered with the State?                     YES                     NO

Please visit [Section 3 - Economic Opportunities | HUD.gov / U.S. Department of Housing and Urban Development \(HUD\)](https://www.hud.gov/economicopportunity) to see if you are considered a section III business and/or to register your business.

To be considered a Section III worker you must meet one of the following:

- Employed by a Section III business concern
- A Youthbuild participant (YouthBuild is a community-based pre-apprenticeship program that provides job training and educational opportunities for at-risk youth ages 16-24 who have previously dropped out of high school)
- A resident of public housing or Section 8-assisted housing
- A low or very low-income individual (based on HUD AMI Income Limits)

Please use the below link to find individual income limits based off County of Residence.  
[https://www.huduser.gov/portal/datasets/il/il2021/select\\_Geography.odn](https://www.huduser.gov/portal/datasets/il/il2021/select_Geography.odn)

Do you employ any Section III workers? \_\_\_\_\_YES \_\_\_\_\_NO  
If yes, please provide their names on the attached list

Is your business owned by a woman? \_\_\_\_\_YES \_\_\_\_\_NO

If yes, are you registered with the State? \_\_\_\_\_YES \_\_\_\_\_NO

Is your business owned by a minority? \_\_\_\_\_YES \_\_\_\_\_NO

If yes, are you registered with the State? \_\_\_\_\_YES \_\_\_\_\_NO

Under which racial/ethnic category would the business fall?

\_\_\_\_\_ White American      \_\_\_\_\_ Black American      \_\_\_\_\_ Native American  
\_\_\_\_\_ Hispanic American      \_\_\_\_\_ Asian/Pacific American      \_\_\_\_\_ Hasidic Jews

**Section III Work Force: Name: \_\_**

**Name:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Name:** \_\_\_\_\_



## **Subcontractor List**

*Please list ANY and ALL subcontractors who may work on any grant jobs, through your company. If there are any changes with the subs provided, LCCAP is to be notified immediately. Attach Certificate of Insurance naming Lawrence County Community Action Partnership) and all applicable licenses and training certifications.*

Company Name: \_\_\_\_\_

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

PA Contractor #: \_\_\_\_\_

Telephone: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Type of Work: \_\_\_\_\_ Frequency of use: \_\_\_\_\_

Company Name: \_\_\_\_\_

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

PA Contractor #: \_\_\_\_\_

Telephone: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Type of Work: \_\_\_\_\_ Frequency of use: \_\_\_\_\_

Company Name: \_\_\_\_\_

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

PA Contractor #: \_\_\_\_\_

Telephone: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Type of Work: \_\_\_\_\_ Frequency of use: \_\_\_\_\_

If you have additional subcontractors, please add another sheet of paper listing the companies utilized.

# **Prevailing Wage Procedure**

Home rehabilitation projects with bid amounts over \$24,999, funded with DCED grant monies allocated, are subject to PA State Prevailing Wage. Below are the steps required to be in compliance with the PA State Prevailing Wage/LCCAP guidelines.

## **During Bid Process**

### **✓ LCCAP Responsibilities:**

- Residential Wage Rates are requested prior to bidding of project by LCCAP and sent to contractors with bid request
  - Internal cost estimate revised to include increased labor costs per line item

✓

### **CONTRACTOR Responsibilities:**

- Completing PA Prevailing Wage Acknowledgement document
- Bidding off Wage Rates for specific municipality/county

## **While Job in Progress**

### **✓ CONTRACTOR Responsibilities:**

- Employees must be paid weekly
- Employer must submit a payroll report every week from start to finish of job
- You MUST complete weekly payroll report form even if no work is completed during that specific week
  - First and last payroll report needs notarized
  - Submit proof of fringe benefits (one time, unless change to benefits occur)
  - Required documentation, to include wage rates, needs posted at job site
  - Onsite employee interviews may be conducted

## **Other Helpful Information:**

- Workers do not need a ‘certification’ to get paid the classification rates (i.e. electrician)
- The wage rate expiration dates are for when the work is in progress – if work is completed in between those timeframes, the correct rate needs paid based on date
  - Rates are based on the county where the work is taking place
  - A non-union contractor shall pay the prevailing wage as prescribed
  - ***Please review the prevailing wage quick links on the prevailing wage website - Lawrence County*** - go to <https://www.dli.pa.gov/Individuals/Labor-Management-Relations/llc/prevailing-wage/Pages/Notes-for-33-County-Building-Common-Journeyperson-Laborer.aspx>
  - ***Please review the link below to access the Act, regulations and the classifications for workers:*** <https://www.dli.pa.gov/Individuals/Labor-Management-Relations/llc/prevailing-wage/Pages/default.aspx>





Lawrence County Social Services, Inc.  
United Community Services, Inc.  
Allied Coordinated Transportation Services, Inc.  
(A.C.T.S.)

[www.lccap.org](http://www.lccap.org)

Department of Healthy Homes  
1745 Frew Mill Road; Suite 9  
New Castle, PA 16101  
P: 724.656.0090  
F: 724.965.1434

**CONTRACTOR ACKNOWLEDGEMENT**

**Please initial each box that you have read and understand each statement.**

- I have read and reviewed the enclosed **Prevailing Wage Procedure** documents and links.
- I understand that if I do not turn in all required paperwork for a Prevailing Wage Job, that I will not be paid for the job until the necessary documentation is completed and submitted to LCSS. This includes partial payments.
- I will keep LCSS staff updated on the status of my employees, contacting LCSS if there is a change in worker status. This enables LCSS to properly track needed certifications for compliance.
- I understand that being a Section 3, Minority Business Enterprise (MBE), or Women Business Enterprise (WBE) business could give me priority regarding bid awards.
- I understand that if I do not provide LCSS my updated company/staff (including sub-contractor) certifications, licenses, and insurance information, that I may not be eligible to bid new jobs and/or receive payment for completed projects until all required documents are provided.
- I understand that I must provide company insurance certificates every year as policy renews.

**Certification- Notarization Necessary (Sign and return ORIGINAL)**

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by Lawrence County, Commonwealth of Pennsylvania, Department of Community and Economic Development, Housing and Urban Development, Lawrence County Social Services, Inc., or their administrators in verification of the recitals comprising this statement of Contractors Qualifications.

\_\_\_\_\_  
Signature of Authorized Official of Company

Commonwealth of Pennsylvania  
County of: \_\_\_\_\_

This record was acknowledged before me, a Notary Public, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
\_\_\_\_\_  
(contractor representative) who stated he or she is the  
\_\_\_\_\_  
(title of representative) \_\_\_\_\_(business name) located  
at \_\_\_\_\_ (contractor address).

My commission expires:

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

**LCSS GENERAL CONDITIONS  
AND SPECIFICATIONS  
FOR CONSTRUCTION CONTRACTS**

The **Owner** of their property and the **Contractor** have entered into a construction contract to perform specified repairs, replacements, modifications, improvements rehabilitation and/or improvements to or on the **Owner's** property.

The **Owner** applied for and received approval from their Municipality and/or Lawrence County Social Services (LCSS), Inc. for a project to be funded by the Commonwealth of Pennsylvania acting through the Department of Community and Economic Development and the Municipality as grantee, has agreed to make available to the **Owner**, funds provided by the Commonwealth of Pennsylvania, the Municipality, federal and/or other governmental entities or sources of funds to enable the completion of the **Owner's** specified project.

The Municipality has entered into a contract with LCSS to provide certain management and administrative services regarding a Commonwealth Grant Program which includes the project. The contract incorporates and makes the LCSS General Conditions and Specifications for Construction Contracts a part of the contract. All this stated and incorporated in this contract the **Owner** and Contractor, intend to be legally bound. The contract is as agreed to and is as follows:

**DEFINITIONS**

Whenever used in the General Conditions, the Contract, Specifications and any writings and documents related to the Project, the terms or words defined in this document, the Contract or *any of the* Specifications, unless the context otherwise requires, shall have and include the meanings as indicated or set forth in said documents for all purposes and applicable to both the singular and plural forms and the following terms shall include and have the meanings as hereinafter set forth:

(1) The term "**Contract**" shall mean and include the Contract between the Contractor and the **Owner**, approved written and signed change orders and supplemental agreements, the Specifications and General Conditions.

(2) The term "**include(s)**" means include(s) without limitation and the word "**including**" means "including but not limited to".

(3) The term "**Guidelines**" shall mean all applicable program and project guidelines, rules, regulations and orders prescribed or issued by the Department and all other Commonwealth, federal and/or local Laws and LCSS Guidelines applicable to the program and Project all as now exist or hereafter may be amended and supplemented or replaced.

(4) "**Laws**" shall mean and include the Guidelines and any and all applicable federal, state and local laws, rules, codes, ordinances, regulations, directives, orders of any court, governmental bodies, authorities or agencies including, without limitation, those relating to environmental matters and human health or safety.

(5) The term "**Liens**" shall mean and include all mechanic's liens, materialman's liens and any similar or other liens, charges, claims, encumbrances, security interests upon real or personal property or claims of any kind whatsoever relating to the work, Project, the Project Site, or the Contract.

(6) The term "**Project**" shall mean and include the Project Site, work, project and, if applicable, the Northwest Regional Lead Hazard Control Program (the "**Program**") all as defined, set forth or indicated in the Specifications, the Contract, related contracts, plans, drawings, specifications and all other present and future documents, agreements and writings included or referenced in the Contract, Specifications or connected with the furnishing or performance of any of the work or materials relating to the work, Project, Program or the Contract (the "**Related Agreements**").

(7) The term "**Specifications**" shall mean and include the contracts between the **Owner** and Contractor, the **Owner** and LCSS, the Municipality and Commonwealth, the LCSS Bid Proposal and the Contractor's Bid and any present and future documentation connected with the Bid, the Bonds, General

Conditions, and all contracts, plans, drawings and specifications together with all other present and future documents, amendments, exhibits, schedules, writings, change orders and agreements made in accordance with the Contract and General Conditions and included or referenced in any of the foregoing and/or related to the performance of the work, materials or services relating to the Project.

(8) The term "**work**" shall mean and include all labor, services, tools, materials, supplies, appliances, machinery, equipment, work and everything necessary or advisable to timely and satisfactorily complete in a thoroughly good and first class workmanlike manner all of the work, Project and Program as described, referred to or indicated in the Contract, Specifications, Related Agreements and as further defined in the General Conditions, Article 15.

## **Article 1 Subcontracts**

Neither the **Owner** nor Contractor shall sign or make any contract or subcontract with any person or entity in any respect concerning the Project or activities related thereto, without prior written approval of the Department or LCSS. Such prior written approval shall not be required for the purchase by the **Owner** or Contractor of articles, supplies, equipment and activities which are both necessary for and merely incidental to the performance of the work required under the Contract. Neither the **Owner** nor Contractor shall sign or make any contract or subcontract declared disapproved by the Department or LCSS.

A subcontractor shall be automatically disapproved, without a declaration from the Department or LCSS, if the subcontractor is currently or becomes suspended or debarred by the Commonwealth, any other state or the federal government. In any event, the **Owner** and the Contractor shall be fully responsible for the quantity and quality of the performance of all work and furnishing of materials both by them and any of their subcontractors. The term "**subcontractors**" shall mean and include all of Contractor's agents, employees, representatives, laborers, suppliers, subcontractors and any person, directly or indirectly, employed by any of them to perform or furnish any of the work, services or activities related to the work, Contract, Program or Project and all persons furnishing or performing any work, services, labor or materials through, for, on behalf of or under a contract with the Contractor and anyone for whose acts or conduct any of them may be liable.

All subcontracts must contain provisions requiring all subcontractors to strictly and fully comply with all applicable Guidelines and Laws including nondiscrimination/sexual harassment and other provisions as specified in Article 2 entitled Compliance with Applicable Statutes and Department Regulations. In addition, all subcontracts involving the pass through of contract funds to sub-recipients must include and require compliance with the audit requirements contained in the Article entitled "Contract Audit and Closeout Requirements" in the contract between the Municipality and Commonwealth which provides funds for the Project. The **Owner** and Municipality are responsible for ensuring that all required audits of subcontractors are performed, and for resolving any findings contained in the audit reports. All costs deemed unallowable in the subcontract audit report are required to be returned to the Department by the **Owner** and Contractor, through the Municipality.

The **Owner** and Contractor promise and agree that they shall insert in any and all contracts with other contractors, subcontractors or persons relating to the Project or performing any services or work or providing any materials, equipment or supplies relating to or for the Project or Specifications, the requirement to fully conform with all terms, rules and provisions required by the Contract and/or the Guidelines and all applicable Laws including those relating to the use of funds provided by the Commonwealth or federal government.

## **Article 2 COMPLIANCE WITH APPLICABLE STATUTES AND DEPARTMENT REGULATIONS**

All activities and work related to the Project or authorized by the Contract shall be performed in strict accordance with all applicable Guidelines and Laws including, without limitation, those set forth in

**Exhibit 1** attached and incorporated in and the following provisions and additional requirements as are otherwise required by the Department or Commonwealth. The **Owner** and Contractor acknowledge and agree that the Contract is subject to all requirements set forth in this document and further agree that they will comply with all future requirements determined necessary by the Department or Commonwealth.

## **COMPLIANCE WITH LAWS AND REGULATIONS**

The **Owner** and Contractor agree to fully comply with all applicable Laws including, without limitation, the following.

### **1. Nondiscrimination / Sexual Harassment Provisions:**

During the term of the Contract, the **Owner** and Contractor agree as follows:

(1) Neither the **Owner**, Contractor, any subcontractor, any person or entity on their behalf shall in any manner discriminate against or intimidate any applicant for employment, employee or other person or entity who is duly qualified and available to perform the work, the manufacture of supplies or any other activity required under the Contract on account of gender, race, creed, color, age, handicap or disability, national origin or other class protected by law.

(2) Neither the **Owner**, Contractor, any subcontractor, any person on their behalf shall discriminate against any employee, applicant for employment, subcontractor or supplier who is qualified to perform the work to which the contract relates because of gender, race, creed, color, age, handicap or disability, national origin or other class protected by law. The **Owner** and Contractor shall take affirmative action to ensure that applicants are employed, that employees are treated during employment and that all subcontractors or suppliers will be treated without regard to their gender, race, creed, color, age, disability or handicap, national origin or other class protected by law. Such actions shall include, without limitation, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; selection; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The **Owner** and Contractor agree to post in visible places, available to employees, applicants for employment, suppliers, subcontractors and other persons, appropriate notices setting forth the provisions of these non-discrimination clauses.

(3) The **Owner**, Contractor and subcontractors and any person or entity acting on their behalf shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.

(4) The **Owner**, Contractor and each subcontractor shall maintain and furnish all necessary employment documents and records to and permit access to their books, records, and accounts by the **Owner**, Municipality, LCSS, Department and the Bureau of Contract Administration and Business Development, for purposes of investigation, to ascertain compliance with provisions of the Nondiscrimination / Sexual Harassment Clause. If the **Owner**, Contractor or any subcontractor does not possess documents or records reflecting the necessary information requested, the **Owner**, Contractor or subcontractor shall furnish such information on reporting forms supplied by the Department or the Bureau of Contract Administration and Business Development.

(5) The **Owner** and Contractor shall include the provisions of this Nondiscrimination/ Sexual Harassment Clause in every subcontract so that such provisions will be binding upon each subcontractor.

(6) The Commonwealth, Municipality or LCSS may cancel or terminate the Contract, and all money due or to become due under the Contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination / Sexual Harassment Clause. In addition, the Department may proceed with debarment or suspension and may place the Contractor or any subcontractor in the Contractor Responsibility File.

### **2. Compliance with the State Contractor Responsibility Program:**

For the purpose of these provisions, the term **Contractor includes and is defined** as the **Owner**, Contractor and any person, including, but not limited to, a bidder, offeror, loan recipient, grantee

and sub-grantee, who has furnished or seeks to furnish goods, supplies, services, or leased space, or who has performed or seeks to perform construction activity under contract, subcontract, grant, or sub-grant with the Municipality or Commonwealth, or with a person under contract, subcontract, grant or sub-grant with the Municipality or Commonwealth or its state-affiliated entities, and state-related institutions. The term Contractor may include a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other entity of the Commonwealth.

(1) The Contractor must certify, in writing, to the Municipality, LCSS and Department, for itself and all its subcontractors, that as of the date of its execution of the Contract, that neither the Contractor, nor any subcontractors, nor any suppliers are under suspension, or debarment by the Commonwealth, any other state or the federal government or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with the bid / proposal, a written explanation of why such certification cannot be made.

(2) The Contractor also certifies that as of the date of its execution, of the Contract it has no tax liabilities or other Commonwealth obligations.

(3) The **Owner** and Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, Contractor shall have an obligation to inform the Department, Municipality and LCSS if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.

(4) The failure of the Contractor to notify the Department, Municipality and LCSS of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default and the Contract may be terminated and the Commonwealth, Municipality and/or LCSS may pursue any and all remedies available under the Contract, at law, equity or otherwise.

(5) The Contractor agrees to reimburse the Commonwealth, Municipality and/or LCSS for the reasonable costs of investigation incurred by or on behalf of the Municipality, LCSS or Office of State Inspector General for Investigations of the Contractor's compliance with the terms of the Contract or any other agreement between the Contractor and the Commonwealth, Municipality or LCSS which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

(6) The **Owner** or Contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the Internet at <http://www.dgs.state.pa.us/debarment.htm> or contacting the: Department of General Services, Office of Chief Counsel, 603 North Office Building, Harrisburg, PA 17125, Telephone No: (717) 783-6472, FAX No: (717) 787-9138.

### **3. Compliance with the Offset Provision for Commonwealth Contracts**

The **Owner** and Contractor agree that the Commonwealth, Municipality or LCSS may set off the amount of any state tax liability or other debt of the **Owner** or Contractor that is owed to the Commonwealth and is not being contested on appeal, against any payments due the **Owner** or Contractor under this or any other contract with the Municipality or LCSS.

### **4. Compliance with the Americans with Disabilities Act:**

Pursuant to federal regulations promulgated under the authority of the Americans with Disabilities Act, 28 C.F.R., section 35.101 *et. seq.*, the **Owner** and Contractor understand and agree that no individual with a disability shall, on the basis of the disability, be excluded from participation in the Contract or from activities provided for under the Contract. As a condition of accepting and executing the Contract, the **Owner** and Contractor agree to comply with the "General Prohibitions Against Discrimination", 28 C.F.R. section 35.130, as amended, and all other regulations promulgated under Title II of the Americans with Disabilities Act which are applicable to the benefits, services, programs and activities provided by the Commonwealth through contracts with outside contractors.

The Contractor shall be responsible for and agrees to and shall fully guarantee and hold harmless

the Commonwealth, Municipality and LCSS and their respective employees, agents, officers, elected or appointed officials and other representatives (collectively the "**Agents**") from and against all losses, damages, actions, liabilities, penalties, fines, costs, expenses including, without limitation, attorneys' and experts' fees, claims and demands incurred by or asserted against the Commonwealth, Municipality LCSS and/or their Agents as a direct or indirect result of or connected with any claims, suits or actions asserted or brought by any person against the Commonwealth, Municipality or LCSS connected with or as a result of the Contractor's or any subcontractor's failure to timely and fully comply with any of the provisions of the above paragraph or the failure of the Contractor to insert in any or all contracts with other contractors, subcontractors or other persons, a similar requirement to fully comply with the provisions of the above paragraph or any other provisions required by the Guidelines or applicable Laws. All indemnifications by the Contractor in the Contract, General Conditions and the Specifications shall be unlimited, unconditional and survive the expiration or termination of the Contract regardless of the reason therefor.

## 5. Compliance with Anti-Pollution Regulations:

The **Owner** and Contractor agree and shall require all of their respective contractors and subcontractors to agree that in the performance of their work or obligations under their respective contracts relating to the Contract or Specifications they shall minimize pollution and shall strictly comply with all applicable Laws **including environmental laws and regulations.**

## 6. Contractor Integrity Provisions:

(1) Definitions:

**Confidential Information** means information that is not public knowledge or available to the public on request, disclosure of which would give an unfair, unethical or illegal advantage to another desiring to contract with the **Owner**, Municipality, LCSS or Commonwealth.

**Consent** means written permission signed by a duly authorized officer or employee of the Commonwealth, Municipality or LCSS provided that where the material facts have been disclosed in writing by pre-qualification, bid, proposal or contractual terms, the Commonwealth and Municipality shall be deemed to have consented by virtue of execution of the Contract.

**Contractor** For the purpose of these provisions **Contractor** means and includes the **Owner**, Contractor and individuals or entities that have entered into the Contract including directors, officers, partners, managers, key employees and owners of more than a 5% interest.

**Financial Interest** means:

Ownership of more than a 5% interest in any business; or

Holding a position as an officer, director, trustee, partner, employee, or the like, or holding any position of management.

**Gratuity** means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment or contracts of any kind.

(2) The Contractor shall maintain the highest standards of integrity and fair dealing and avoid conflict of interest situations in the performance of this contract and shall take no action in violation of applicable Laws or other requirements that govern contracting with the Commonwealth, Municipality or LCSS.

(3) The Contractor shall not disclose to others any confidential information gained by virtue of the Contract.

(4) The Contractor shall not, in connection with this or any other agreement with the Municipality, LCSS, **Owner** or the Commonwealth, directly or indirectly offer, confer or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion or violation of a known legal duty by any officer or employee of the Municipality, LCSS or Commonwealth.

(5) The Contractor shall not, in connection with this or any other agreement with the **Owner**, LCSS, Municipality or the Commonwealth, directly or indirectly offer, give, or agree or promise to give to anyone any gratuity for the benefit of, or at the direction or request of, any officer or employee of the

**Owner, LCSS, Municipality or Commonwealth.**

(6) Except with the written consent of the Commonwealth, Municipality or LCSS, neither the Contractor nor anyone in confidentiality with him shall accept or agree to accept from, or give or agree to give to, any person, any gratuity from any person in connection with the Project or performance of work under the Contract or except as provided therein.

(7) Except with the written consent of the Commonwealth and Municipality or LCSS, Contractor shall not have a financial interest in any other contractor, subcontractor or supplier providing services, labor or material on this Project or in connection with the work or Specifications.

(8) The Contractor or Owner, upon being informed or reasonably believing that any violation of these provisions has occurred or may occur, shall immediately notify the Commonwealth, Municipality and LCSS in writing of the violation.

(9) The Contractor, by execution of the Contract and by the submission of any bills or invoices for payment pursuant thereto, certifies and represents that he or it has not violated any of the provisions herein or any other provisions in the Contract or Specifications.

(10) The Contractor, upon the inquiry or request of the Inspector General of the Commonwealth or any of that official's agents or representatives or the Municipality or LCSS, shall provide, or if appropriate, make promptly available for inspection and copying, any information of any type or form deemed relevant by the Inspector General, Municipality or LCSS to the Contractor's integrity or responsibility, as those terms are defined by the Commonwealth's statutes, regulations, or management directives. Such information may include, but shall not be limited to , the Contractor's business and financial records, documents or files of any type or form which refer to or concern the Contract. Such information shall be retained by the Contractor for a period of three (3) years beyond the termination of the Contract unless otherwise provided by the Guidelines or applicable Laws.

(11) For violation of any of the above provisions, the Commonwealth, Municipality or LCSS may terminate the Contract and any other agreement with the Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all expenses incurred in obtaining another contractor to complete performance hereunder, and debar and suspend the Contractor from doing business with the Commonwealth or its grantees. These rights and remedies and all rights and remedies of the Municipality, LCSS and Commonwealth are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth, Municipality and LCSS may have under the Specifications, Contract, any other agreements, or under applicable Laws or otherwise.

## **7. Compliance with Lead Based Paint regulations:**

The U. S. Department of Housing and Urban Development (HUD) has issued a regulation (Title IV, Lead Base Poisoning Prevention Act, P.L. 91-695 as amended, 42U.S.C.4831, 24CFRPart35) to protect young children from lead-based paint hazards in housing that receives federal assistance. Housing modifications and or rehabilitation provided through the Municipality or LCSS are subject to these requirements. In addition, all work performed shall adhere to HUD's *Guidelines For The Evaluation And Control of Lead-Based Paint Hazards in Housing*, pursuant to Title X of the Housing and Community Development Act of 1992 (Public Law 102-550). All standards, measurements, and thresholds will comply with the EPA & CDC standards and acceptances.

## **ARTICLE 3 LIABILITY, INDEMNITY AND INSURANCE**

### **A. Contractor Liability**

The Contractor shall be fully liable and responsible for all injuries and damages to any persons or property that occur as a direct or indirect result of any acts or conduct of Contractor or its subcontractors or any of their respective employees, agents or representatives in connection with the performance of the work or Contract. Contractor shall be fully responsible for the proper care and protection of all work until completion and final acceptance.

### **B. Hold Harmless and Indemnity**

To the fullest extent permitted by applicable Laws, the Contractor agrees to and shall fully

indemnify, defend, release and hold harmless the **Owner**, Municipality, LCSS and Commonwealth and their respective officers, elected or appointed officials, employees, agents, representatives, successors and assigns (individually and collectively referred to as the "**Indemnitees**") from and against any and all liabilities, losses, damages, awards, claims, suits, judgments, fines, penalties, actions, demands, costs, expenses, direct, indirect or consequential (including, without limitation, attorneys' and experts' fees, or charges, court or other dispute resolution costs) incurred by Indemnitees or any of them and all demands and claims of any kind whatsoever including claims for sickness, disease, personal or bodily injury, including death to any person or for damage to any property of any kind owned by any person including, without limitation, loss or destruction thereof or loss of use and all consequential and incidental losses and damages asserted or claimed and in any manner connected with or arising or alleged to arise, directly or indirectly, out of or resulting from, in whole or in part or caused by Contractor or subcontractor's acts or conduct or relating to the performance of the Contract, work, Project or Program or any incident, accident or occurrence, relating to or in any manner connected with: (1) the performance of any or all of the work, duties, activities or services required or contemplated by the Contract or performed by or on behalf of the Contractor under the Contract or relating to the Project; (2) Contractor's or subcontractor's default, breach or violation of any provision or part of the Contract; (3) any acts, omissions, negligence, conduct or activities performed by or on behalf of the Contractor or subcontractors regardless of whether or not caused or allegedly caused by the negligence or acts of any Indemnitee; (4) any Liens that may be asserted, claimed, maintained or filed and for the removal of any Liens; or (5) or arising, directly or indirectly, out of or resulting from the performance of any of the services, activities, duties or obligations of the Contractor in or contemplated by the Contract. The Contractor accepts the full responsibility, liability and assumes the risk for any and all of the aforesaid injuries, losses, liabilities and damages and waives and gives up all rights to sue or make any claims against the Indemnitees, or any of them, for all such injuries or damages to any person or property of any kind whatsoever. All indemnifications and releases by the Contractor relating to the work, Project or Contract shall be unlimited, unconditional and also undertaken pursuant to applicable Laws and shall survive the expiration or any termination of the Contract.

#### **C. Insurance**

Contractor shall obtain and maintain at all times, at Contractor's sole expense, such contractual, liability, worker's compensation, employer's liability and comprehensive insurance policies as will fully insure and protect Contractor, **Owner**, LCSS, Municipality and Commonwealth from all of the above risks and all claims or actions connected with the performance of the work or Contract by Contractor or any person directly or indirectly employed by Contractor. Such policies shall be appropriate for the work being performed and shall include commercial and general public liability insurance policies, written on an occurrence based form, and in such form and amount (but not less than \$1,000,000.00 per occurrence for bodily injury or death and \$1,000,000.00 per occurrence for property damage) and issued by such insurance company as shall be satisfactory to **Owner** and LCSS. The minimum coverage amount specified herein may be increased for certain programs, contracts or activities administered by LCSS. The policies shall include therein, without limitation, contractual liability, broad form and all risk coverage for sickness, disease, bodily injuries, including death and personal injuries and property damages. The liability insurance shall cover and insure all operations and activities directly or indirectly connected with the performance of the Project, the work or services required, indicated or contemplated by the Contract or Project. The liability insurance policy shall be endorsed: (1) to protect, the Indemnitees as additional or named insureds from all claims including the aforesaid demands or claims; and (2) require at least thirty (30) days prior notice to Indemnitees of any intended material or adverse change or cancellation of the policy. Such policies shall not limit and shall not include any provision limiting the existing sovereign immunity of the Commonwealth or Municipality or their respective Agents.

#### **D. Other Liability and Waiver Requirements**

The Contractor shall obtain, maintain and provide and shall require all subcontractors and persons directly or indirectly employed by Contractor to perform any work or services or provide any materials, equipment or supplies under or in connection with the Contract or relating to the Project to obtain, maintain, provide and deliver to the **Owner**, Municipality and LCSS: (1) written waivers and releases of all Liens and all rights to have, assert, claim or file any Liens; and (2) written certificates or satisfactory proof of full compliance with all workers and unemployment compensation and other



employee benefits laws all in accordance with applicable Laws. Contractor, subcontractors and each person employed, directly or indirectly, by them shall comply with all such Laws and pay all costs, expenses and premiums for worker's compensation, unemployment compensation, social security and all other taxes or payroll deductions required by applicable Laws for their respective employees or agents who are performing any work or activities or supplying any materials or equipment to or for the Project, the Specifications and/or the Contract. **Owner** and Contractor agree that LCSS, the Municipality and Commonwealth shall have no liability or responsibility whatsoever for any conduct of **Owner** or Contractor or any losses, damages or injuries to any persons or property resulting, directly or indirectly, from or caused, in whole or in part, by the acts or conduct of **Owner**, his family, guests, agents, representatives or Contractor or any subcontractors.

**E. No Waiver**

The **Owner** and Contractor covenant and agree that nothing contained in the required insurance policies, the General Conditions and/or the Contract is intended to or shall be construed in any manner as a waiver, release of or limitation upon the existing sovereign immunity of the Commonwealth or Municipality or their respective officers, employees, agents or representatives.

**F. Delivery of Certificates**

Before commencement of any operations, work or activities related to the Project or the Contract, Contractor and all subcontractors shall deliver to the Owner and LCSS written certificates or satisfactory proof of all insurance as required by this Article and the Contract all in form and substance acceptable to the Indemnitees. However, Contractor's or any subcontractor's failure to provide such proof of insurance shall not negate or affect the liability, duties, indemnification or obligations required of Contractor under or in connection with the Contract.

**ARTICLE 4  
INDEPENDENT CONTRACTOR**

The Contractor acknowledges and agrees that in performing the Contract, it is an independent contractor. Notwithstanding anything contained in the Contract or related agreements or documents to the contrary, all parties agree that in the performance of the work and services contemplated by the Contract or related to the Project, all of the rights and the duties hereby granted to and assumed by the Contractor are those of an independent contractor only. Nothing contained herein or the Contract is intended to or shall be so construed as to create an employment, agency, joint venture or partnership relationship between the Owner or Contractor and the Owner, Municipality, LCSS and/or Commonwealth.

**ARTICLE 5  
CONTRACTOR'S REPRESENTATIONS AND WARRANTIES**

In order to induce **Owner** to enter into the Contract, Contractor makes the following representations and warranties:

A. All materials and work furnished in connection with the Project or the Contract, shall be of first class quality, performed in a good and first class workmanship manner and in accordance with all industry standards, free from any faults, defects, deficiencies and properly installed. Contractor shall deliver to **Owner** all manufacturer's and supplier's warranties, guarantees and instructions relating to all appliances, materials, equipment or work. Contractor shall properly demonstrate and instruct **Owner** and the occupants of the home on the proper use of the equipment, appliances and materials installed in connection with the Contract.

B. Contractor, for itself and all subcontractors, hereby fully and forever waives and releases all rights to have, assert, maintain, claim or file any mechanic's liens or claims or any other Liens against any part of or the entire: (1) improvements or work; (2) the estate, interests, rights or title of the **Owner**; and/or (3) the Project, Property or the appurtenances thereto under or in connection with the work, the Contract or any other agreement or for additional or extra work, all as more fully set forth in the General Conditions. Upon the request of LCSS, Contractor shall obtain from each of its subcontractors, at the time Contractor

delivers payment to a subcontractor, a signed, written waiver and release of all rights each subcontractor may have to assert, maintain, claim or file any mechanic's liens or claims or any other Liens against all or any part of the **Owner's** property, improvements, Project or the estate, rights or title of the **Owner**.

C. Contractor shall provide Insurance and Indemnification for the **Owner**, Municipality, LCSS and the Commonwealth and their respective elected or appointed officials and officers, employees, representatives, heirs, personal representatives, successors and assigns as set forth in the General Conditions.

D. Contractor warrants and guarantees all of the work and, at its own expense, shall remove, repair, replace and remedy promptly, completely and satisfactorily all defects in the construction, materials or work whether done or furnished by Contractor or its subcontractors or other persons engaged by or on behalf of Contractor. Contractor shall remove, replace and remedy promptly, completely and satisfactorily any defects in the materials or work which shall appear within a one (1) year period after the completion and final acceptance of and payment for the work by LCSS and Owner or within such longer period of time as required by applicable Guidelines or Laws.

E. Contractor acknowledges and agrees that Contractor has read, fully reviewed and understands the Contract, Specifications, General Conditions, the scope and other elements of or relating to the work. Contractor acknowledges that Contractor has consulted or had the opportunity to consult with his lawyers or other advisors relating to the Contract, Related Agreements, work and the Project.

F. Contractor, all subcontractors and all of their respective employees, agents and representatives are and, at all times, shall be competent and duly licensed and qualified to perform the work in strict accordance with all applicable Laws, the Contract and Specifications.

## **ARTICLE 6 OWNER'S DUTIES**

A. **Owner** agrees to and shall cooperate fully with Contractor and LCSS at all times and shall not interfere with or impede, in any manner, the performance of any work.

B. **Owner** shall provide a suitable and safe work area, removing all personal belongings, keeping pets, adults and children away from the work and in a safe area. In the event that any area of the work is sectioned off with plastic in accordance with the applicable Laws relating to **Lead Based Paint Poisoning Prevention or Safe Work Practices**, then **Owner** agrees that **Owner**, all occupants, guests, visitors and other persons shall not enter into or upon such area. **Owner** agrees to take all necessary precautions to prevent any such entry by any person whatsoever.

C. **Owner** agrees to provide, free of charge, all utilities necessary or required to perform the work, including, without limitation, heat, electricity, water and use of bathroom facilities by the persons performing the work.

D. **Owner** agrees to and shall immediately notify LCSS, verbally and in writing, of any disputes with Contractor or problems with or defects or deficiencies in the materials equipment, work or Project. The term "**defects**" shall mean and include all materials or work which is defective, inferior, unsound, unsafe, damaged, improper, not first-class workmanship, unsatisfactory or not in strict accordance with all industry standards, the Specifications and Contract.

## **ARTICLE 7 SAFETY PRECAUTIONS**

Contractor shall not create or allow to exist any unsafe, dangerous or hazardous conditions in

connection with the work, Project or Contractor's activities. Contractor is solely responsible for and shall take, maintain and supervise all required, necessary and advisable safety precautions and actions to prevent injury, damage or loss to any person or property during the performance of the Contract, Project or the work. Contractor and all subcontractors shall fully comply with all applicable industry standards and Laws including those relating to safety standards and precautions. Contractor shall provide sufficient, safe, proper and advisable facilities and safeguards at all times for the safety of all persons, the work, Property, Project, the performance of all work and the inspection and testing of the work and construction by or on behalf of the **Owner** or LCSS. Contractor acknowledges and agrees that neither the **Owner** nor any other person has made any representations or warranties, express or implied, concerning the safety or condition of the **Owner's** Property or any other premises or any other matter whatsoever. Contractor and subcontractors shall maintain and keep all work areas in a safe, neat and clean condition at all times.

## **ARTICLE 8 RECORDS**

The Contractor using accepted procedures, shall maintain at its principal office or place of business complete and accurate records and accounts including all documents, writings, correspondence and other evidence pertaining to costs and expenses of the Contract, amounts received and disbursed, and reflecting all services, work, matters and activities related to the Project, Specifications or required by the Contract.

At any time during normal business hours and as often as may be reasonably necessary, Contractor shall make available and shall require all contractors and subcontractors to make available for inspection and copying by the **Owner**, Municipality, LCSS, Commonwealth, Department, federal government and any of their authorized Agents, all of their information, records, books, contracts, papers, writings and documents with respect to the Project and all matters covered by the Contract and will permit the **Owner**, Municipality, LCSS, Commonwealth, Department and their Agents to audit, examine and make copies of all such information, records, books, contracts, papers, writings and documents.

The **Owner** and Contractor and all subcontractors shall fully cooperate with the Commonwealth, **Owner**, Municipality, LCSS and their representatives in providing, promptly, all requested or necessary records, documents, reports, books, contracts, papers, information and writings so that the Municipality and its representatives may prepare, complete and submit the necessary or advisable reports, audits and information and comply with the "Contract Audit and Closeout Requirements" in the contract between the Municipality and Commonwealth in a timely, efficient and effective manner.

All such information, documents, writings and records shall be maintained by the Contractor and all subcontractors for a period of three (3) years from the date of final audit and official close out of the Municipality's contract with the Commonwealth and the Contract by the Municipality and/or LCSS, except in those cases where unresolved audit questions may require maintaining some or all records or documents for a longer period. In such event, records and documents shall be maintained until all pending matters are resolved.

The Contractor shall insert in any and all contracts with other contractors, subcontractors or other persons relating to the Project, work or the Contract the requirements to fully comply with the provisions of Article 8 and Article 9.

## **ARTICLE 9 PROGRESS REPORTS**

The Contractor and all of its subcontractors shall furnish to the Municipality, LCSS and Department such progress reports in such form and quantity as LCSS, Municipality and Department may from time to time require including status reports of the Project, Project account statements, certificates, approvals, proposed budgets, invoices, copies of all contracts executed and proposed, employment

placements, follow-up reports and all other information relative to the Project or the Contract as may be necessary or advisable in the opinion of LCSS or the Municipality to audit or monitor the Project and the Contract or to enable the Municipality or its representatives to submit their reports or audits to the Commonwealth or as may be requested by the Municipality or LCSS. The Municipality, LCSS, Department or their Agents shall have the right, at any time or times, to visit and examine the Project Site and make inspections of the work or monitor the performance of the Contractor and all its contractors and subcontractors under or related to the Project, Contract or the Specifications.

In the event that the Municipality, LCSS or Department determines that the Contractor or its subcontractors have not furnished such reports as required by their respective contracts, the Guidelines or Laws, the Municipality, LCSS or Department, by giving written notice to the Contractor or subcontractors, as the case may be, may suspend payments under the Contract until such time as the required information and reports are properly submitted.

## **ARTICLE 10 TEMPORARY SUSPENSION OF CONTRACT**

Upon written notice and at any time during the period covered under the Contract the Municipality, LCSS or Department may suspend payments and/or request suspension of all or any part of the Project or activities under the Contract. The Municipality, LCSS or Department may give such notice to suspend for the following reasons:

(a) Violations of any applicable Laws, audit exceptions, misuse of funds, failure or refusal to submit reasonably required reports or information or when responsible public officials or private citizens make allegations of mismanagement, malfeasance or criminal activity by **Owner** or Contractor.

(b) When, in the reasonable opinion of the Department, the Project activities cannot be continued in such manner as to adequately fulfill the intent of the statute or regulations due to act of God, strike or disaster.

During the term of suspension, the Municipality, LCSS, Department and Contractor shall retain and hold available any and all funds previously approved for application to the Project activities. During this period all such funds held the Municipality, LCSS or Contractor shall be placed in an interest bearing program expenditures account. **Owner** and Contractor may not expend any such funds during the period that the Contract is suspended except pursuant to an order of court of competent jurisdiction. The **Owner** and Contractor will have the right to cure any default or other circumstance that is the basis for suspension of the Contract within a reasonable period of time.

The Contract is also conditioned upon complete performance by the **Owner** and Contractor of past agreements or contracts between the **Owner** or Contractor and the Department or Municipality or LCSS. In the event that the Department determines that there has been incomplete performance of past agreements or contracts by the **Owner** or Contractor, then the Department, Municipality or LCSS by giving written notice to the **Owner** or Contractor, will suspend payments under the Contract until such time as the **Owner** or Contractor has fulfilled their obligations under past agreements or contracts to the satisfaction of the Department and Municipality. When the **Owner** or Contractor has fulfilled its obligations under past agreements or contracts to the Department's and Municipality's satisfaction, the Municipality and LCSS will resume payments under the Contract.

## **ARTICLE 11 TERMINATION OF CONTRACT BY THE DEPARTMENT**

The Department (or the Municipality or LCSS, at the request of the Department) may terminate the Contract at any time for the Department's convenience or for any other reason if the Department determines that termination is in its best interests, or is otherwise appropriate by giving written notice to the **Owner** and Contractor of such termination and specifying the effective date thereof. Termination

pursuant to this section shall not be applicable to funds that the **Owner**, Municipality, LCSS or Contractor are legally or contractually obligated to pay as a result of work, Project or contract activities entered into prior to the date that **Owner** or Contractor receives written notice of termination. All grant monies not legally or contractually obligated, plus accrued interest, shall be returned to the Department on or before the effective date of termination and all reports and records relating to the Contract or Project shall be made available to the Department.

The Contract is funded in whole or in part by Commonwealth and/or federal funds. If the Commonwealth and/or federal funds are not provided to the Municipality for the Project or the Contract, the Municipality or LCSS may terminate the Contract upon written notice to the **Owner** and Contractor that such funds have not been or will not be received by the Municipality. Any such termination shall be effective and applicable only to the extent that the Commonwealth funds and/or federal funds are not so provided to the Municipality.

## **ARTICLE 12 NO WAIVER OF REMEDIES**

No delay or failure on the part of LCSS, Municipality, **Owner** or Department or their Agents in exercising any right, power or privilege hereunder shall affect such right, power or privilege; nor shall any single or partial exercise thereof or any abandonment, waiver, or discontinuance of steps to enforce such a right, power or privilege preclude any other or further exercise thereof, or the exercise of any other right, power or privilege. All rights and remedies of LCSS, Municipality, **Owner** and Department under the Contract, Specifications, General Conditions and other Related Agreements are cumulative and concurrent and not exclusive of any rights or remedies which they may have at law, equity or otherwise. The **Owner**, Municipality, LCSS, and/or Department shall have the right at all times to strictly enforce all provisions of the Contract, Specifications, General Conditions and Related Agreements in accordance with their terms notwithstanding any course of dealing, conduct or custom on the part of the **Owner**, LCSS, Municipality or Department in refraining from so doing at any time or times. The delay or failure of the **Owner**, LCSS, Municipality or Department at any time or times to enforce any of their rights, powers or remedies under any of the aforesaid documents shall not be construed as having created a custom or course of dealing in any way or manner contrary to specific provisions of the Contract, Specifications or Related Agreements or as having in any way or manner modified or waived the same. No waiver or release shall be valid or binding upon Owner, LCSS, the Municipality or Department unless it is given in a writing signed by a duly authorized representative of the party to be charged with the waiver.

## **ARTICLE 13 INTEREST OF PARTIES AND OTHERS**

No officer, member, employee, independent contractor, elected or appointed official or officer of the Commonwealth, Municipality or LCSS and no member of their governing body who exercises any functions or responsibilities in the review or approval of activities being performed under the Contract shall participate in any decision relating to the Contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested. Nor shall any such officer, member, elected official or employee of the Commonwealth, Municipality or LCSS or any member of their governing body have any interest direct or indirect in the Contract or the proceeds thereof.

The Contractor certifies and covenants that the Contractor (including directors, officers, members and employees of the Contractor) presently have no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the work or activities required to be performed for or under the Contract, the Specifications or Project. The **Owner** and Contractor certify and covenant that no person having any such interest shall be employed in the performance of any work or activities for or relating to the Contract, the Specifications or Project.

## **ARTICLE 14 PAYMENTS TO CONTRACTOR**

The Municipality, its designee or other entity making payments, will pay to the Contractor the Total Sales Price or a portion thereof only upon the timely and satisfactory completion of all work and the Project or for portions thereof in strict accordance with all provisions in the Specifications, the Contract and Related Agreements, acceptance of all work and materials by LCSS and Municipality and receipt by the **Owner** and LCSS of the following items:

A. **Payment of Funds.** Payment will be made either upon completion of the Project or in progress payments as required by the Contract.

To be eligible to receive any payment, Contractor shall first submit to LCSS for review and approval, an Application for Payment in form and substance acceptable to LCSS. Contractor shall complete and sign the Application and state the estimated value and describe all of the materials supplied and work completed. Each Application shall be accompanied by such supporting information and documentation as is required by the Contract, Specifications and as may be requested by LCSS. Contractor warrants and guarantees that clear title to all equipment, property, appliances, materials and work covered by any Application for Payment, whether or not incorporated in the work or Project, shall pass to **Owner** at the time of payment to Contractor free and clear of all claims, charges, security interests and Liens.

The Contractor's failure to timely and properly complete the Project and all work within the time limits set forth in the Contract, shall constitute a forfeiture and waiver by the Contractor of any and all rights to receive any payments from the **Owner**, Municipality, Commonwealth or LCSS.

B. **Progress Payments.** If payment of the Total Sales Price is to be made in progress payments, the Municipality, or its designee or other representatives will make such payments on account of the Total Sales Price on the basis of Contractor's Applications for Payment as recommended and accepted by LCSS. At intervals of once a month, the Contractor shall submit for review and approval an Application for Payment containing an estimate of the value of the work completed to the first day of the month in which the Application is submitted and the value of the materials incorporated into the finished work and Project. Upon approval by LCSS, payment will be made for not more than the net sum of 90% of such approved value and work **less** the aggregate of previous payments. The net sum will be paid to the Contractor within fifteen (15) days following the Municipality's receipt of the approved Application. Upon the timely and satisfactory completion and acceptance of all of the work and Project in strict accordance with the Contract and the General Conditions, the Municipality, its designee or other representatives, will pay the remainder of the Total Sales Price and any retained funds, as recommended and approved by LCSS in accordance with paragraph E below.

C. **Change Orders Required.**

1. All change orders must be prepared, in writing, and signed by Contractor and **Owner** to authorize any deviation, addition or deletion made to any of the Specifications or the Contract. All change orders must be approved by LCSS, in writing, and, except in circumstances requiring prompt action, will be prepared and signed by all parties prior to any changes in the work being performed.

2. **The Municipality, Commonwealth and LCSS shall not have any responsibility or liability whatsoever to pay the Contractor for any additional work, revisions or alterations to the work, Specifications or Project or cost overruns, the same being the sole and full responsibility of the Contractor, unless such additional work, revisions or alterations are set forth in a written change order and signed by Owner, a duly authorized representative of the Contractor and approved in writing by LCSS. The order must set forth specifically the work, revisions or alterations to be performed or deleted and the change in the Total Sales Price, if any, to result therefrom. If any change order made in accordance with this Contract or Article does not specify: (1) the amount by which the Total Sales Price shall be adjusted, then there shall be no adjustment to the Total Sales Price; or (2) the time for the completion of the work, as hereinafter defined, will be extended or shortened, then there shall be no such extension or shortening of the time for**

**completion.**

D. **Review of Applications.** LCSS will, within fifteen (15) days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and the amount thereof and present the Application to **Owner** and the Municipality or return the Application to Contractor indicating the reasons of LCSS for refusing to recommend payment. If payment is refused, Contractor may make the necessary corrections and resubmit the Application to LCSS for review and recommendations. LCSS may refuse, at any time or times, to recommend or approve the whole or any part of any payment and/or stop or withhold payment if any claims or Liens are asserted or filed, or, in the opinion of LCSS, Contractor or subcontractors have breached the Contract or it is necessary or advisable to protect the work, Project or because of any defects in the materials or work.

E. **Final Payment and Acceptance.** Upon the timely and satisfactory completion of the Project and all work in strict accordance with all provisions in the Specifications and the Contract and acceptance of the work by LCSS and Municipality, Contractor shall submit its final Application for Payment and accompanying information and documentation as required by the Contract, Specifications and as may be requested by LCSS together with the following items:

1. Written certifications from the Contractor that the Project and all materials, work and services related thereto have been completed in strict accordance with the Specifications, the Contract and all applicable Laws and all necessary or advisable permits, certificates, authorizations and approvals required by applicable Laws have been obtained together with such other writings, certifications, and all documentation as may be requested by LCSS, all in form and substance acceptable to LCSS.

2. All signed permits, certificates, authorizations and approvals required by applicable Laws, all in form and substance acceptable to LCSS.

3. Upon request of LCSS, written releases and waivers of all Liens and all rights to have, assert, claim or file any Liens duly signed and executed by the Contractor, all subcontractors and persons involved in the Project or work, all in form and substance satisfactory to the **Owner** and LCSS.

4. Contractor's written certification that all manufacturers' and suppliers' warranties, guarantees and instruction booklets and manuals relating to the materials, work, Contract or Project have been delivered and fully explained to Owner by Contractor.

F. **Recommendations of LCSS.** The Owner and Contractor understand and agree that: (1) in relation to the Contract and the Project, LCSS is acting only as agent for the Municipality; and (2) all consents, approvals and recommendations given and all determinations, inspections and payments, including the final payment (all herein individually and collectively referred to as the "**Actions**") made or taken by or on behalf of LCSS or the Municipality under or in connection with the Contract, any Related Agreements or the Project are made solely for the purposes and protection of LCSS, the Municipality, Department, Commonwealth and their respective interests.

The Contractor and Owner understand and agree that LCSS, the Municipality, Department and Commonwealth and their respective Agents, regardless of any actions taken by LCSS or the Municipality, shall not be responsible or liable, in any manner, for: (1) any deficiencies or defects in all or any part of the materials, work or Project performed by or on behalf of Contractor or its subcontractors; (2) the Contractor's construction procedures, techniques, means or methods of installation or construction; (3) the safety or quality of the materials or work; (4) any safety precautions which must or should be taken by a Contractor relating to the work; (5) Contractor's failure to pay any and all taxes required by applicable Laws or to obtain all permits, licenses and authorizations necessary or advisable for the execution and completion of the work, Project and Contract; or (6) for any failure of Contractor or any of its subcontractors or their representatives to timely and properly execute and complete the work and Project or comply with any provision in the Contract, applicable Guidelines or Laws all of which liability and responsibility shall remain solely with the Contractor.

G. **Limitation of Responsibility.** The Contractor and Owner understand and agree that no Actions taken or performed by or on behalf of LCSS or the Municipality or their respective Agents shall constitute

or be interpreted, in any manner, as: (1) an approval or acceptance by LCSS or Municipality of the proposed work or work performed through the date of any payment; (2) a representation or indemnity by LCSS or the Municipality or their Agents to **Owner**, Contractor or any person against any deficiency or defects in or relating to the work, materials, improvements or Project or against any default or breach by any person of the Contract, the General Conditions or any Related Agreements; or (3) a guarantee or representation to any person by LCSS or the Municipality or their Agents as to the nature of the work, Project or Program or its intended use for or by **Owner** or any other person. Under no circumstances shall any Actions taken or performed by or on behalf of LCSS or the Municipality be construed to impose any responsibility or liability of any nature whatsoever on LCSS, the Municipality, Department or Commonwealth or their respective Agents to any person.

## **ARTICLE 15 DESCRIPTION OF THE WORK**

A. The Contractor shall perform and timely and satisfactorily complete all of the work required or indicated in the Contract, Specifications and approved Change Orders in strict accordance with all requirements of the Contract and the Specifications. The Contractor shall obtain or shall cause to be obtained, at its sole expense, all necessary or advisable permits, authorizations and approvals for the work or Project. Prior to starting any of the work, Contractor shall deliver to LCSS true and correct copies of each and every application filed to obtain any such permits, authorizations or approvals. Upon Contractor's receipt of each permit, authorization or approval, Contractor shall deliver promptly to LCSS a true and correct copy of same. Under the direction and to the satisfaction of the **Owner** and LCSS, the Contractor shall furnish all services, materials, labor, tools, equipment, machinery, appliances, fuel, transportation, all other items and everything necessary to undertake and timely and satisfactorily complete in a thoroughly first-class workmanlike manner and in accordance with the standards of professional care expected of a qualified and experienced contractor all of the work required, indicated or contemplated in the Contract. The Contractor shall be solely and fully responsible for timely, satisfactory and complete performance of all work related to the Contract or the Project. The Municipality, Commonwealth and LCSS shall have no responsibility or liability whatsoever relating to the timely, complete or satisfactory performance of any or all work or the Project.

B. The term "**work**", whenever used in the General Conditions and the Contract shall mean and include: (1) all materials and supplies, of all kinds whatsoever including all fixtures, equipment, machinery, appliances and items necessary or advisable to complete the Project, improvements and/or work, in strict accordance with the Contract and Specifications (individually and collectively referred to in the General Conditions as "**materials**"); and all materials shall be new and of first class quality; all labor, services, tools, plant facilities and other items connected with, contemplated or required by the Contract to fully comply with the requirements of Section (A) above and the Contract; (2) performance of all work in strict accordance with all applicable Laws, the Contract and manufacturers' recommendations for product use and/or installation of materials; (3) the coordination of the Contractor's work with that of any other trades, other contractors and subcontractors or persons involved in the work or Project; (4) Contractor's supervision of all subcontractors and persons performing or supplying any work and providing a sufficient number of competent, qualified persons to survey, lay out, schedule, supervise, inspect and direct the work and perform all services and the work competently and efficiently all as required by the Contract, Guidelines and Laws; and (5) Contractor's full cooperation with the **Owner** and LCSS and its timely and satisfactory completion of the Project and all work, services and everything else required, indicated or contemplated by the Contract.

C. **The Owner and Contractor agree they shall not: (1) order or make any changes in the work or substitutions of any materials or items specified in the Specifications or this Contract; or (2) enter into any subcontracts without first preparing and signing a written agreement and obtaining the written approval of LCSS.** All consents, approvals and recommendations given or payments made by LCSS and the Municipality under or in connection with the Contract are made solely for the purposes and protection of the interests of LCSS and the Municipality and may not be relied upon by any person for any reason whatsoever.



D. Contractor and subcontractors shall confine any necessary storage of tools, materials, machinery and equipment to areas of the Property agreed to by the **Owner** and Contractor. Contractor shall be solely and fully responsible for all injuries to or death of any person and all damages to any property resulting, directly or indirectly from or connected with the performance of the work or the Contract by or on behalf of the Contractor or his subcontractors.

E. At all times during the progress and performance of the work, Contractor shall keep all parts of the Property involved with the work in a safe, neat and clean condition and free from accumulations of waste materials, rubbish and other debris resulting from the work. After the completion of the work, Contractor shall remove immediately all waste materials, rubbish and debris from and about the Property as well as all tools, appliances, construction equipment and machinery, and surplus materials. Contractor shall leave the Property in a safe, neat and clean condition and ready for use and occupancy by the **Owner**. Contractor shall fully restore all property not designated for alteration by this Contract to its original condition.

F. The Contractor represents and warrants that it has had an opportunity to examine and has carefully examined the Specifications, General Conditions, the Contract and the Property and surrounding area and has made all investigations essential to a full understanding of the difficulties, which may be encountered in performing the work. The Contractor agrees that, regardless of any such conditions relevant to the work, the Property or its surroundings, Contractor shall complete the work for the compensation stated in the Contract. Contractor assumes sole and complete responsibility for the timely and satisfactory completion of the work under any such conditions, which may exist at the Property or its surroundings. The Contractor accepts and assumes all risks in connection with the work or Project. The Contractor represents and certifies to **Owner** that it is fully qualified and able to timely and satisfactorily perform and complete all work in strict accordance with all terms of the Contract within the time specified in the Contract.

G. Neither the acceptance of nor payment for the materials or work or any part thereof, nor the partial or entire use of the work by the **Owner** shall release the Contractor from any liabilities or responsibilities: (1) under the Contract or for any guarantees or warranties relating to the materials or equipment used or installed, or (2) for any defects in the materials, workmanship, work or Project. LCSS shall have the right and authority to reject or not approve any or all materials and work if LCSS believes there are any defects in the materials or work. If required by LCSS, Contractor shall promptly, as directed, remove correct, replace and remedy completely and satisfactorily all defects in the materials and/or work.

H. Payment may be withheld by the Municipality and LCSS if there are: (1) any defects in the materials or work not promptly and satisfactorily remedied and cured; (2) any claims or Liens asserted, made or filed by any subcontractor or person; (3) any violation or breach of any provision in the Contract, Specifications or other default by Contractor; or (4) for any reason set forth in the Contract or General Conditions.

I. Without invalidating the Contract, LCSS, at any time or times after consultation with the Owner, may order additions, deletions, deviations or revisions in or to the work, the Contract or Specifications. Upon receipt of an approved written and signed Change Order or Amendment, Contractor shall promptly perform all work involved in strict accordance with all terms and conditions of the Contract, except as otherwise specifically provided in an approved Change Order or Amendment to the Contract.

## **ARTICLE 16 WAIVER OF LIENS**

To the maximum extent permitted by applicable Laws, Contractor, for itself and all subcontractors does hereby fully and forever waive, relinquish and release all rights to have, assert, maintain, claim or file any Liens against all or any part of or the entire work, improvements, materials and Project or against

all or any part of or the **Owner's** Property, the appurtenances, Project Site or the estate, interests, rights or title of the **Owner** arising as a result of or in connection with the work, Project, the Contract or the Specifications or any agreement for additional or extra work. At the time of signing the Contract and prior to commencing any work, the Contractor shall sign and deliver to the **Owner** and LCSS a separate written waiver and release of all Liens properly acknowledged and signed by a notary public and in form and substance acceptable to the **Owner**, LCSS and Municipality and suitable for filing. Contractor shall require each of its subcontractors performing any work or furnishing any materials relating to the work, improvements Contract, Project or Program to fully and forever waive, release and relinquish in their subcontracts and in a separate writing all rights to have, assert, maintain, claim or file any Liens against any part or all of the work, improvements, Project or estate or title of the **Owner** all in form and substance acceptable to **Owner**, LCSS and Municipality.

Contractor agrees that so much of the monies due under the Contract, as may be considered necessary or advisable by the **Owner**, LCSS and Municipality may be retained and used by LCSS and Municipality to pay or remove all such Liens, suits, demands, claims for all damages, expenses and losses and to pay in full, full satisfy, settle and remove each and every such Lien and to pay and reimburse LCSS and Municipality for all costs and expenses including attorneys' and experts' fees incurred by LCSS and Municipality.

## **ARTICLE 17 DEFAULT BY CONTRACTOR**

### **A. Events of Default:**

Any one of the following events shall constitute an event of default by Contractor under the Contract:

(1) If Contractor files for bankruptcy or is adjudged a bankrupt, or if Contractor becomes insolvent or makes a general assignment for the benefit of its creditors, or if a receiver is appointed on account of Contractor's insolvency;

(2) LCSS or the Municipality determines there are defects in any part or all of the work, materials or Project or any or all of the work or materials is found unsafe, inferior, unsatisfactory or is not in strict accordance with all requirements in the Contract and Specifications;

(3) Contractor has not made prompt and proper payments to any subcontractors or other persons for labor, materials, equipment or other goods or services furnished to or for Contractor relating to the work, Contract or Project or has not delivered to LCSS requested written waivers of all Liens by any subcontractor.

(4) Contractor fails to supply a sufficient number of competent, qualified and skilled workers or sufficient or required materials or equipment to timely and properly complete the work, Contract and Project.

(5) Any Liens or claims whatsoever are made, asserted or filed on or against the work, Project Site, Property, Project or any part thereof, or the interests, estate or title of the **Owner**, or their exists reasonable evidence indicating the probability of any such assertion or filing;

(6) In the reasonable opinion of LCSS or the Municipality, the Contractor's performance or the work is not progressing satisfactorily or cannot be timely completed within the above mandatory time frames or for the amount of the Contract Price; or

(7) If Contractor or any subcontractor fails to timely and fully perform, keep or observe any term, provision, condition, covenant, agreement, warranty or representation contained in the Contract, General Conditions or in any other present or future agreement between Contractor and the **Owner** or LCSS.

### **B. Notice:**

If an event of default occurs under A(2) through (7) above relating to the performance of work, and such default continues for more than five (5) calendar days, in the case of performance of work, or ten (10) days in all other cases after the date on which the **Owner** or LCSS provides written notice of such default to Contractor, then the **Owner**, LCSS and Municipality shall have the option to terminate the

Contract, the employment of the Contractor and/or pursue any and all other rights and remedies available to the **Owner**, LCSS or Municipality under the Contract, Specifications at law, equity or otherwise. Notwithstanding the foregoing, if the event of default relates solely to non-work performance items, and it is clear that it cannot be cured with due diligence within said ten-day cure period, and the **Owner**, LCSS and Municipality believe that Contractor can timely effectuate a cure, then Contractor may have an additional period of time agreed to in a writing signed by the **Owner** and Contractor and approved by LCSS, in writing, but not to exceed an additional thirty (30) days to completely and satisfactorily remedy and cure the default; provided, however, all of the foregoing is contingent upon and subject to the condition that the Contractor shall have promptly commenced such cure and pursues such cure diligently, continuously and in good faith to satisfactory completion. The notice and right to cure provisions of this paragraph shall not apply to a default under paragraph A(1) above or in the following paragraph C relating to failure of the Contractor to complete the work and Project by the Completion Date.

C. **Rights and Remedies:**

**Owner** and Contractor agree that LCSS, the Municipality and Commonwealth are third party beneficiaries of all promises, agreements, duties and obligations of **Owner** and Contractor in, under or connected with the work, Contract and Related Agreements. LCSS, the Municipality and Commonwealth shall have all rights under or related to the Contract or Related Agreements and may pursue any and all rights, remedies and relief available to them under the Contract, General Conditions or Related Agreements. If any event of default is not completely and satisfactorily cured within the foregoing mandatory time periods, the Municipality and LCSS, after consultation with the **Owner**, may take any and all of the following actions: (1) order the Contractor to stop the work or any portion thereof, terminate the Contract and/or the employment of the Contractor; (2) take possession of the Project Site; (3) withhold payments pending Contractor's prompt and satisfactory correction of all defects; (4) suspend the work or payments under the Contract; (5) begin arbitration proceedings in accordance with the procedure set forth in the "**Addendum to Construction Contract, Disputes and Arbitration**" to recover from Contractor all losses, damages, costs and expenses including attorneys' fees incurred or sustained by LCSS, the Municipality or Commonwealth as a direct or indirect result of Contractor or any of its subcontractors' conduct or breach or default in performance of any provision in the Contract, Specifications or Relating Agreements; and/or (6) pursue any and all other rights or remedies available under the Contract, Specifications, Related Agreements, applicable Laws or otherwise available all of which may be pursued at any time or times, at the election of LCSS or Municipality. Further, if final and satisfactory completion and acceptance of the Project, work and construction has not occurred by the mandatory completion date set forth in the Contract, LCSS, after consultation with **Owner**, shall have the right, by written notice to Contractor, to immediately terminate the Contract, take possession and control of the construction, materials, equipment work and Project Site, and/or replace Contractor with a new contractor selected by LCSS and approved by the **Owner**, without giving Contractor an opportunity to cure the default. Upon any termination of the Contract or Contractor's employment hereunder, LCSS and the Municipality, through its designee or other representatives, in their sole discretion, may pay Contractor for the fair value and cost of the work and construction (as determined by LCSS and the Municipality) timely and properly performed in strict accordance with the Contract and Specifications prior to the date of such termination and accepted and approved by the Municipality and LCSS **less** any and all damages, losses, liabilities, expenses and costs including attorneys' and expert's fees and all other expenses, losses or damages incurred or anticipated to be incurred by the **Owner**, Commonwealth, Municipality and/or LCSS relating to or resulting, directly or indirectly, from the Contractor's or its subcontractors' default or such termination. The **Owner's**, Municipality's and LCSS's rights and remedies under the Contract and all other related agreements and documents shall be cumulative and not exclusive and are in addition to any and all other available rights, benefits, remedies and relief, all of which may be exercised or pursued at any time or times, separately, successively or together, at the election of the **Owner**, Municipality and LCSS. No exercise by the **Owner**, Municipality or LCSS of any one right or remedy shall be deemed a waiver of all other remedies and no written waiver by the **Owner**, Municipality or LCSS of any default or breach on the Contractor's part shall be deemed a continuing waiver. No custom, course of dealing, delay or failure by the **Owner**, Municipality or LCSS to exercise any right or remedy shall constitute or be construed as a waiver, release or election of any right or remedy or acquiescence by any of them.

In the event of any termination of the Contract or Contractor's services, Contractor shall remain fully liable and responsible for all losses, damages, liabilities, expenses and costs including attorneys' fees and damages incurred or sustained by any person as a direct or indirect result of Contractor's or any subcontractor's breach or default in the performance of any work or duties, obligations or agreements under or in connection with the Contract or Project.

**D. Responsibilities of Contractor upon Termination:**

Upon any termination of this Contract or employment of the Contractor by Municipality and LCSS, Contractor shall:

(1) Discontinue performance of the work and construction and the other services to be performed by Contractor under the Contract on the date and to the extent specified by Municipality and LCSS';

(2) Make no further commitment with respect to the work or construction or Project except as may be necessary or advisable to assure the safety of the work, Project, Project Site, **Owner** or any other person or property.

(3) Promptly transfer and deliver to the **Owner**, Municipality and LCSS, in the manner, at the time and to the extent directed by the Municipality and LCSS, the Project Site, work and all drawings, surveys, notes, writings, supplies, materials, equipment and other property used or produced as part of or acquired by Contractor for or in performance of the Project, work or services relating to the Project; and

(4) Immediately take all other necessary or advisable actions and precautions including those the Municipality and LCSS, after consultation with the **Owner** shall recommend for the safety of the **Owner** or any other person or protection and preservation of any property, the Project Site, Project, work or construction or the **Owner's** interest therein.

**ARTICLE 18  
NOTICES**

Any notice, communication, demand or other writing (a "notice") required or permitted to be given, made or accepted by Contractor, **Owner**, Municipality, LCSS or any person shall be given by personal delivery, tele facsimile, with proof of delivery, or by depositing the same in the United States mail, properly addressed to the last known address of the intended recipient, postage prepaid for certified mail, return receipt requested. Except as otherwise expressly provided in the Contract, a notice given by personal delivery or tele facsimile shall be effective upon the date of delivery and a notice given by certified mail shall be deemed effective on the second business day after such deposit in the mail or the date of actual receipt whichever occurs first.

**ARTICLE 19  
LEAD BASED PAINT**

On any Project where a Risk Assessment has shown that Lead Based Paint is present in the structure in paint, dust, and/or soil, all work shall be performed in accordance with the "Guidelines for the Evaluation and Effective Control of Lead Based Paint Hazards in Housing", which is issued pursuant to Section 1017 of the Residential Lead-Based paint Hazard Reduction Act of 1992, Title X of the Housing and Community Development Act of 1992 (Public Law 102-550).

**All work and activities will be performed in strict compliance with all standards and requirements set forth in the Contract, Specifications, General Conditions and applicable Laws**, and all abatement workers must be trained by an accredited training provider, and be properly certificated for their class of involvement.

- A risk assessment shall determine the extent and type of work to be performed, and changes shall not be made without approval of LCSS or the risk assessor / project designer.
- Proper containment methods shall be employed on each project, in order to prevent dispersal of lead dust.

- Resident protection is important, therefore Worksite Preparation Levels must be adhered to at all times.
- All worksites shall be cleaned with a HEPA vacuum, in addition to any other methods employed.
- Even if the Worksite Preparation Level does not call for resident evacuation, residents shall never be permitted to enter an active work area.
- All workers shall adhere to applicable OSHA regulations (29CFR1926.62 and/or 29CFR1910.1025).
- A clearance exam is to be conducted at the end of each job, to determine that the area is safe for re-occupancy, and that all work was completed and that cleaning was adequate.
- All lead-containing debris shall be disposed of properly, and always contained in 6 mil poly.
- Concurrent work, especially items such as HVAC repairs or repairs that may introduce water infiltration, should be planned accordingly, so as not to further disperse lead dust.

LCSS will delineate the area of lead based paint for each project, and will perform clearance testing in coordination with the Contractor.

## **ARTICLE 20 GENERAL WORK SPECIFICATIONS BY CATEGORY**

The following general specifications establish the **Minimum** Specifications for all work performed under all contracts with an **Owner** and involving the use of funds provided by or through the Municipality, Commonwealth or federal government and administered by LCSS. Any or all of these specifications may be changed or altered in any contract and, in such event, the specifications set forth, required or contemplated in any particular Contract. In such an event, the new specifications required or contemplated in any particular contract will replace all previous specifications. If any applicable Laws specify more stringent requirements, the applicable Laws shall govern and replace the following specifications and any Specifications in a particular Contract.

### **A. BATHROOMS:**

1. All repairs to bathrooms will be to replace damaged materials and fixtures to same location. White or Bone fixtures unless otherwise specified. All tub walls to have access door to plumbing. All new or reinstalled fixtures to include shut off valves. All bath fixtures to be in the medium price range.
2. All shower areas that are to have ceramic tile must have tile extended to six (6") inches, above shower head. Old plaster to be stripped and tile to be installed over masonry backer board with walls plumb and level. Tile to be installed with even borders all around and a soap dish and grab bar installed.
3. Wall Surround Kits in tub and shower areas are to be five (5) piece fiberglass with molded soap dish installed to manufacturer's specifications.
4. Any outlet installed in all bathrooms must be G.F.I. protected.
5. All bathrooms to have a minimum of one towel bar, toilet paper holder and a shower rod where required (owner's choice of style of accessories-from options given).
6. LCSS will provide bathroom layout – with the ACCESS program- rehab program will maintain current bathroom layout.
7. Adequate ventilation must be provided for all bathrooms, either through openings directly to the exterior or by mechanical means. In compliance with ICC 2000 Plumbing Code.
8. The Contractor shall show on the bid form the following:
  - a. A lump sum allowance for all bathroom fixtures to be installed; and

- b. The bid price for the installation of all bathroom fixtures.

**B. CARPENTRY GENERAL:**

1. All interior wood to be free of knots if it is to be stained and/or varnished.
2. Any splices are to be mitered. No splices on window or door trim (casing, stops, etc.). Finger joints are not accepted of trim is to be stained and/or varnished.
3. All exposed edges of new wood to be smooth and sanded and sharp edges rounded.
4. All nails to be set and filled prior to finishing.
5. All new wood to be finished according to Painting Section, General Specifications.
6. All construction to use new lumber – no used limber unless specified.
7. All framing must conform to requirements of the local code.
8. All homes are to have street numbers visible (from the roadway) on the home or mailboxes (rural areas).

**C. CLEAN-UP**

All accumulated debris is to be removed as it is generated and work site and surrounding area left entirely clean and orderly upon completion. Care is to be taken to cover and protect the area during the work and **dangerous obstacles are to be removed or secured at the end of each work day. Job to be left broom clean daily.** Drop cloths are to be used to prevent soiling or damage to furnishings and floors in living areas.

**D. CONCRETE:**

1. All concrete shall be air entrained ready-mix concrete and shall be from a mix designed to reach a compressive strength of 3000 PSI in 28 days. The above will be verified through the concrete delivery invoice.
2. Placement of concrete shall include an approved base, expansion joints, construction joints, reinforcement, proper drainage, caulking all curing materials and labor to place the concrete in a workmanlike fashion.
3. Sidewalks to be a minimum of three (3") inches thick on an adequate bed of crushed stone mixture or firm base. Broom finish (or to match existing finish). Essential paving, such as front sidewalks and driveways with defects, or where unsafe conditions exist, will be repaired as necessary. Highly deteriorated paving, such as sidewalks that are unnecessary, will be removed and appropriately landscaped.
4. All gas and water caps are to be brought level with sidewalk or driveway and are to be checked for being clear and operative before placing concrete.
5. Sidewalk permits to be obtained from the public works department for municipality attached "Concrete Sidewalk and Curb" detail.
6. New concrete curbs are to be consistent with the undamaged surrounding curbs. All curbs at corners of sidewalks must have a depressed handicap ramp, unless specified otherwise.
7. Driveways are to be of adequate base, using steel mesh or impregnated fiber. Broom finish.
8. Basement floors and patios are to be a minimum of three (3") inches thick on adequate base. Basements are to be smooth finish and patios finished to owner's specifications, with proper edging and slope. Drains are to be provided where necessary.

9. New steps are to be minimum six (6") inch riser and minimum ten (10") inch tread with proper reinforcement and cheeks as necessary for stability. Deviations required by space restraints must be approved by LCSS Construction Inspector before construction.
10. Concrete porches must meet local codes and must have a plan approved by the local building official before construction.
11. All patch work must include a proper bonding agent and match existing finish.
12. Footers must be thirty-two (32") inches below grade and must be properly sized for particular use.
13. All exterior concrete steps, three (3) risers or more, must have metal rail as specified in section P-3c.
14. All concrete must be cured for a period of seven days. A spray curing compound may be used if applied immediately following the concrete finishing. All concrete must be protected from any potentially damaging weather during the curing period. All exterior concrete surfaces must be treated with an approved anti-spalling compound, but not before 28 days following the concrete placement.
15. The LCSS Construction Inspector shall be notified, in writing when possible, before placement of any concrete.

#### **E. DOORS**

1. Exterior: To be pre-hung with one and three quarter (1 ¾") inch solid wood or metal solid core, weather tight, any glass is to be insulated, double pane with key-in-knob lockset (Weiser or approved equal quality) and exterior keyed (only) deadbolt, three (3) 4"x4" butt hinges, new stops, metal / vinyl magnetic weather stripping and 2-piece aluminum threshold with vinyl seal. Adjust threshold to finish floor level. Locks are to be keyed alike. Historic areas must conform to Historic Review requirements.
2. Interior: to be hollow-core with all new hardware, one (1) pair three and one-half (3 ½") inch by three and one-half (3 ½") inch butt hinges, privacy lock on bedrooms, basement and bathroom doors.
3. Existing jambs repaired as needed, filling all striker plates and hinge holes, sanded and finish to match existing.
4. All doors to be Stanley or approved equal and owner's choice of style and finish. Finish all doors according to Painting Section, General Specifications.
5. Weather stripping must be metal / vinyl type for wood doors and magnetic for metal doors.
6. Fire doors may be required under certain circumstances such as fire escapes, garage and storage areas, multi-unit dwellings, etc. These requirements can be obtained through the Local Bureau of Building Inspection. All fire doors and installations must meet A.S.T. M. E-152 standards and be properly labeled.
7. Storm doors may be aluminum with baked enamel finish, or wood core combinations doors complete with all hardware, trim, hydraulic closing mechanism, stop chain and removable screen(s). Storm doors to be Larson or approved equal.
8. Areaway doors are to be metal one-piece units (Bilco or approved equal) set in concrete on solid weathertight cheeks. Unit is to be sealed all around. Finish according to painting Section, General Specifications.
9. The Contractor shall show on the bid form the following:
  - a. A lump sum allowance for each door and hardware that is to be installed; and
  - b. The bid price for the installation of each door and hardware.

#### **F. ELECTRICAL, GENERAL:**

1. All work shall be done in accordance with the most recent National Electric Code and all applicable Laws.
2. All homes upgrading service must be brought to a minimum of 100 AMP Service with a minimum of twelve (12) circuit breakers. Double tap on breakers is not permitted. All breakers are to be clearly marked.

3. All air conditioners, furnaces, electrical heaters and major appliances must be on separate circuits, where changes are being made.
4. A minimum of two (2) separate circuits are to run into the kitchen for small appliances in addition to major appliance circuits.
5. When kitchen layout changes are being made, counter spaces of twelve (12") inches or more must have an outlet and there must be a minimum of one (1) outlet for every four feet (4') of counter space, GFI outlets to be installed in kitchen, bathroom, laundry and any water facilities area as per National Electric Code. (Outlets covered by or behind appliances do not count as counter space outlets.)
6. Install smoke detectors and carbon monoxide detectors as required. Interconnecting smoke and carbon monoxide detectors are to be installed to bring into compliance with Pennsylvania standards. All homes with fuel burning equipment and/or appliances and/or attached garage are to be present.
7. All exposed knob and tube wiring in a basement must be removed when removal of any of it is specified. Rewire of basement means removal of all expose knob and tube wiring along with any fixture connected to this system.
8. All interior stairway alterations must have a set of three-way switches (top and bottom) and a minimum of one (1) light (sufficient to light stairway). Unused cellar and unused attic spaces are excluded.
9. All rooms must have adequate convenience outlets, as per minimum housing standards. Exterior outlets must be G.F.I.
10. All bathroom G.F.I.s must be installed in outlet boxes in bathroom. All extension cord wiring must be removed. Any outlet added to a room must be 3-prong on a properly grounded circuit.
11. Exterior outlets must be in weatherproof bell box.
12. All fixtures that are to be replaced will be replaced with equal value fixtures, Underwriter's Laboratory approved, and of sufficient size and rating to adequately light the area.
13. Any damage or opening created in the course of wiring to be repaired by Contractor.
14. Raceway is acceptable where needed.
15. All work must be done by a registered electrician, under permit and inspected and approved by the local electrical inspector. Copy of passed inspection notification must be supplied to LCSS before payment will be approved.
16. The Contractor shall show on the bid form the following:
  - a. An allowance for each light fixture to be installed; and
  - b. The bid price for the installation of each light fixture.

#### **G. EXTERMINATING**

1. Any exterminating must be done in accordance with all applicable Laws by a Licensed Professional Exterminator. Contractor to submit Certificate of Extermination to Owners and LCSS.
2. Termite extermination must carry minimum of one (1) year guarantee; ninety (90) days for carpenter ants.
3. Rodents are to be baited according to Lawrence County Environmental Protection Services procedures and applicable Laws. All openings shall be closed off.
4. Special care and caution must be exercised to protect humans and pets from accidental exposure to baits or pesticides.
5. Termiticide must have a repellent.

#### **H. FENCING**

1. Fencing must comply with zoning code and Laws as to height, location and all other requirements.
2. Posts and supports for all fencing to be set according to manufacturer's specifications for the type of fencing used.
3. Type, design, style of gate, location and layout of fencing to be owner's choice – within budget allowance.
4. Cyclone fences and gates are to be no less than nine (9) gauge.
5. When repairing or replacing fencing on property lines is preferred. Replace sections in-kind is permissible, if the budget permits.



## **I. FLOORS**

### **1. Tile Floors (Kitchen, Bathroom, and Laundry (not in basement) Areas)**

a. Floor tile is to be minimum of 3/32 inch vinyl tile, Armstrong or approved equal quality. Rolled goods are to Armstrong Solarian or approved equal.

b. Install minimum 1/4" underlayment grade plywood (without voids) under all tile or rolled goods covered floors with all seams spackled and sanded smooth and nail holes filled. Repair and re-nail all sub-floors to minimize squeaks where necessary. Prepare floor area per manufacturer's recommendation.

c. Cove base or quarter-round is to be installed where applicable as well as all necessary edging, door strips and carpet strips

d. The Contractor shall show on the bid form the following:

i.. A square yard allowance for all floor tile to be installed

ii. The bid price for the installation of all floor tile.

e. All moisture prone areas will have moisture-resistant flooring intact and in sound condition. Damaged areas, or where hazards may exist, will be repaired. Existing wood floors in rooms other than kitchens or baths, may be repaired and refinished when determined to be viable and in sound condition.

### **2. Carpet Flooring**

a. All carpet shall meet the requirements of HUD-FHA bulletin UM 44C. Carpet shall be 100% continuous filament nylon with primary backing of polypropylene and a secondary backing of stainless jute.

b. Padding to be rubberized cushion (Omalon D-1 or approved equal) and comply with FHA UM 72.

c.. All gaps in the floor larger than 1/4" in width shall be filled.

d. The Contractor shall vacuum /sweep clean the floor prior to padding installation and shall vacuum the new carpet immediately upon completion of the carpet installation.

e. Carpet is not accepted in kitchens, baths, laundry rooms or other related service areas.

f. Contractor to provide LCSS with written certification of compliance with this specification.

g. The Contractor shall show on the bid form the following:

i. A square yard allowance for all carpeting to be installed

ii. The bid price of the installation of all carpeting.

### **3. Sub Flooring**

a. Subfloors must be installed to match surrounding subfloor level and properly secured to joists to eliminate squeaks.

b. All door and structure adjustment is the responsibility of the Contractor.

## **J. FRENCH DRAIN & GRADING**

### **1. Interior:**

a. Break up, remove and haul away two (2') feet wide opening around outer perimeter of floor at foundation walls.

b. Excavate to base of foundation (below top of footer). Install four (4") inch perforated ABS-DWV plastic pipe at base of foundation, properly sloped for drainage, connected to sewer line with backflow valve.

c. Connection must be approved by local sewage authority.

d. Backfill with clean crushed stone, filter fabric, minimum 6" compacted clean crushed stone and four (4") concrete finish to match existing floor surface.

## 2. Exterior:

- a. Excavate to base of foundation wall (top of footer).
- b. Treat foundation walls with water proofing sealer compatible with material of walls. Install four (4") inch perforated ABS-DWV plastic pipe, properly slopped for drainage and tied into an approved sewer line, leader drain or appropriate sump.
- c. Place clean crushed stone around plastic pipe and cover with filter fabric.
- d. Backfill with compacted earth to grade and slope away from building. Refer to attached "Foundation Wall" detail

2. a. All grading adjacent to the building foundation will have a minimum ½" per foot slope away from the perimeter to direct all drainage away from the structure and alleviate moisture infiltration. All bare and disturbed areas will be restored or reseeded.

## K. HEATING AND WATER HEATERS & AIR CONDITIONING:

### 1. Hot Air Furnaces

- a. Hot air furnaces are to have an AFUE (annual Fuel Utilization Efficiency) rating of 92% for gas fired or better, 83% or better for oil fired, and oil fired boilers will be 85% or better. Heat pumps will be rated at 15 SEER or greater.
- b. Heat exchanger to have a twenty (25) year manufacturer's warranty.
- c. All furnaces to be properly sized to house area and engineered for maximum heat flow.
- d. All rooms are to have heat runs. Defective duct work, hot water or steam pipe to be repaired where needed.
- e. All rooms except kitchen and bath are to cold air returns. Box in all new duct-work in living areas to match existing finishes.
- f. Dampers are to be installed to all heat runs. Chimney to be checked for blockage and cleared, if blocked.
- g. Installation price to include flue liner, if necessary.
- h. Condensation pump to be installed of more than 3 feet from drain on 90% furnaces.
- i. Setback thermostats are required. Electric resistance heating units may be retained or installed in areas where it is not cost effective to hear via ductwork or hot water piping from primary heating source.
- j. Ducts are to be insulated to R-8 value. Seal all seams with Mastic.
- k. See A/C note below for new HVAC.

### 2. Hot water Furnaces:

- a. All boilers to be complete kit with automatic water feed, expansion tank, pumps and relief valves.
- b. Radiators in basement must come off bottom of main line with 45 degree down tap. Settings as per manufacturer's specifications.
- c. All furnaces are to be set on concrete or brick pads, have separate circuit wiring, and complete automatic controls and thermostats and flue clean-out. Repair standard is minimum life of 5 years and replacement standard is a minimum life of 25 years.
- d. All furnaces are to be set on concrete or brick pads, have separate circuit wiring, complete automatic controls and thermostats and flue clean- out.

### 3. Air Conditioning:

- a. In homes with existing central air units they will be inspected, serviced and refurbished to insure proper operation. In homes where there are portable air conditioning units that are no longer functional or repairable they will be removed and drained of all CFS as per DEP disposal standards. They will not be replaced. Homeowner is responsible for repairs if repairable. New HVAC- will have rough in installed for A/C. >13 season energy efficiency ratio.

#### **4. Water Heaters:**

- a. Water heaters are to be properly sized and have complete guarantee.
  - b. Shut offs, dirt legs and gas hook ups are to be black iron only. Stainless corrugated metal piping is also acceptable if installed by a trained professional and according to manufacturer's specifications.
  - c. Flues must be installed with a minimum rise of ¼" per foot, and a maximum length of ten (10') feet from appliance to chimney. All flues must be secured with metal screws and sealed with cement at chimneys. Metal / Fireproof composition liners (etc.) must be installed for any pass through of walls.
  - d. Automatic flue dampers must be equipped with automatic safety controls tied into furnace controls and be approved by local Bureau of Building Inspection.
5. Space heaters must be vented, close face type with automatic safety controls and thermostat. Installation must meet all applicable regulations and local codes.
6. Air conditioning must be central system or permanently installed through the wall unit with separate circuit wiring. Portable or window units are not eligible. Condensation pump to be installed if more than 3 feet from drain.
7. Humidifiers must be integral units installed in permanent heating system and compatible with system. Free standing or portable units are not eligible.
8. All installations or repairs are to be made by registered tradesmen under proper permits.
  9. All water heaters are to have a 5 year warranty and be a minimum of 40 gallons.

#### **L. INSULATION**

1. Material must be Underwriter's Laboratory approved Class A Insulation with a Flame Spread Rating of 0-25 and be approved by International Construction Codes, Inc. Install to manufacturer's specifications.
2. Minimum "R" Ratings:
  - Attics – R49
  - Ceilings – R49
  - Floors – R19
  - Rehab Walls – R21
  - New Construction Walls – R21
  - Glazing – 0.35
3. All openings or damage created in the course of installation to be repaired to match existing surfaces.
4. Materials installed under siding must be approved by the Construction Advisor.

#### **M. KITCHENS**

1. All cabinets to be mid-range with molded Formica countertops in all installations. (Merillat's "Americana" or approved equal). There is to be a 4" backsplash on all countertops.
2. All cabinets to be screwed together to make one (1) unit. Tops are to be screwed to cabinets and cabinets leveled and screwed to walls.
3. Base cove and finish molding on all cabinets.
4. Plumbing to include sink bowl, faucets, trap, and service lines with shut-offs and vents as necessary to meet local code installation requirements.
5. Cabinet and countertop style, color and finish and layout of kitchen to be homeowner's choice. Prior to the start of the work, Contractor shall prepare and provide LCSS Construction Inspector a layout, signed by **Owner**, for the Inspector's review and approval.

6. All units will have a range with properly operating cooktop and oven to address repairs. In the case of replacement all replaced kitchen ranges will have ENERGY STAR certified appliances, where applicable.

7. Any major remodeling of a kitchen requires that code be met with respect to electrical requirements.

8. All kitchens must have functioning mechanical ventilation above or adjacent to the range/cooking surface. The fan must be capable of producing air movement no less than 120 cfm.

9. The Contractor shall show on the bid form the following:

- a. A lump sum allowance for the cabinets to be installed; and
- b. The bid price for the installation of the cabinets.

#### **N. MASONARY**

1. All brick work is to be laid on proper support, be plumb and level and have neatly tucked and pointed uniform mortar joints.
2. Veneer work must be tied in with metal ties at least every six (6) courses and 32" apart horizontally. Offset rows so that ties are not more than 16" apart at any point.
3. Double brick walls should have a header course at least every sixth (6<sup>th</sup>) course. A
4. All brick work to be brushed and cleaned upon completion.
5. Color and style of brick to be owner's choice.
6. Proper lintels (supports) over all window or door openings.
7. All metal lintels (supports) to be painted with two (2) coats rust preventative paint.
8. All block work must be set on proper footer twice the width of the block.
9. Joints are to be uniform and neatly struck.
10. Block must be of sufficient size and type to carry the intended load.
11. Walls must be properly tied and reinforced to meet stress load for intended usage.
12. New brick or block work abutting existing must be properly toothed in.
13. Opening or closing off windows or doors must be toothed in at least every fifth course.
14. Retaining walls must be set on proper footers.
15. Walls must be of material, construction, drainage and backfill prescribed by the local building official for each particular situation.
16. Plan and drawing for the wall must be approved by the local building official prior to construction. Copy of approved plan must be submitted to the Construction Advisor.
17. Drywall or interlocking stone to be installed according to manufacturer's specifications.
18. Piers or columns must be set on proper footers, solid filled or reinforced to proper strength and stability for application and sized to meet stress needs.
19. Pointing of brick or block work is to be tuck pointing unless specified otherwise.
20. All old loose mortar is to be removed.
21. Work is to be brushed and cleaned upon completion.
22. Mortar should be matched as close as possible to existing.
23. Pargeting of exterior walls shall be three (3) coats Portland cement plaster (1/4" + 1/4" + 1/8") over self-furring metal lath and corner bead with control joints where required.
24. Cleaning: surfaces should be washed and brushed and cleaned down as necessary with muriatic acid.
25. Firewalls are to be compliant with PA uniform construction code.

#### **O. PAINTING AND FINISHES:**

##### **LEAD BASED PAINT IS PROHIBITED.**

1. All wallpaper to be removed, and all walls to be cleaned prior to painting.
2. All walls and trim are to receive two (2) coats, minimum.
3. All paint to be PPG or approved equal.
4. All holes and cracks are to be patch plastered or spackled and sanded to match existing

surfaces.

5. All new wood must be sanded and painted or stained to a smooth finish to match existing or surrounding wood. Nails must be set and filled on all new wood.

6. New doors are to receive at least three (3) coats: one (1) sealer and two (2) paint or one (1) stain and two (2) polyurethane, to a smooth finish.

7. Exterior doors must be finished on all six (6) sides. All metal doors are to be factory spray painted.

8. New drywall is to receive at least three (3) coats: one (1) sealer, two (2) paint.

9. Ornamental metal work must get a minimum of one (1) prime coat and two (2) rust preventative enamel.

10. All exterior surfaces must be scraped, filled and sanded as necessary. Any loose trim, etc., will be secured. Rotten or rusted areas must be replaced.

11. All new exterior trim to be back primed.

12. All paint and finishes must be applied according to manufacturer's specifications for surface being covered.

13. All finishes to be owner's choice of color and type.

14. Contractor is responsible for the proper removal and disposal of existing paint and compliance with all applicable Laws relating to any environmental issues involving the removal and disposal of the existing paint.

## **P. PLUMBING**

1. All fixtures are to be American Standard or approved equal unless otherwise specified. The contractor shall show a fixture allowance.

2. Contractor is responsible for all drains, feeds and vents as required to complete job. Stacks in wall not contractor's responsibility unless specified.

3. Shut offs must be included when installing any new fixtures.

4. All plumbing must meet local codes, have a plan filed and be inspected and approved by the local plumbing inspection division.

5. All new plumbing lines and gas lines installed in living areas are to be enclosed in existing walls or boxed in to match existing surfaces.

6. If installed in exterior walls, plumbing lines are to be wrapped with insulation.

7. Any damage or opening created in the course of plumbing to be repaired by contractor.

8. Sewers and drains must be properly sized in accordance with local plumbing codes and be sufficient for drainage required. All lines are to be properly rated plastic drains unless specified as extra heavy cast iron or copper. All systems must be properly vented. There is to be an operational shut off valve on the main.

9. New gas and water service lines must conform to requirements of and be inspected by the respective utility company and / or inspection agency having jurisdiction.

## **Q. PORCHES**

1. Concrete porches above grade must meet local codes and must have a plan approved by the local building official before construction.

2. Wood decks to be constructed of pressure treated wolmanized outdoor wood. Wood to be branded and / or tagged by supplier.

3. If tongue and groove decking is used, joints are to be painted with two (2) coats of deck enamel.

4. Decks are to be constructed with 2" X 4" or 2" by 6"lumber. Supports are to meet requirements listed in Stairs and Steps Section, General Specifications.

5. Joists and beams are to be properly sized and spaced to meet load requirements for the porch or deck.

6. Wood to be installed and finished according to General Specifications.

7. Railing and Posts are to be treated, splinter free lumber.

8. Aluminum must be pre-finished and heavy duty if used to existing or for columns.

9. All railings and posts are to be straight bar construction unless specified as ornamental.

10. Brick or block railings must have proper drain holes built in and be properly capped.

11. Repair standard for existing handrails will be structurally sound. Install guide rails on any accessible area with a walking surface over 30" above finished grade. Structurally sound and compliant railings to be repaired as necessary. On historic structures, all repairs to be historically sensitive.

12. Replacement standard for porches/decks, stair systems with more than two risers are to have handrail along the length of at least one side. If the decking area does not have a rail system and is at least 30" above finished grade then a rail system will be installed. Treated materials will be used unless replacing damaged sections and then will be replaced as close to existing as possible. Historical designated structures will be constructed of materials and in design to match existing and keep historical accuracy.

13. Composite materials to be used only if replacing a section to match existing.

## **R. ROOFS & CHIMNEY**

1. All old roofing to be removed unless otherwise specified.

2. Shingles are to be twenty-five (25) year rating (minimum), dimensional, self-seal and installed of 15# felt paper (minimum). Warranty is to be transferable from manufacturing company.

3. Cap all peaks.

4. Rolled roofing is to be eighteen (18") overlap over 30# felt paper and to have stop edge.

5. All roof jobs to have new 40# IX terne or 24 ga. aluminum coil stock flashing and valleys, properly overlapped.

6. All chimneys, wall and dormers to be step flashed and counter flashed.

7. Install vent flanges on all piping extending through roof.

8. All new terne metal to be painted two (2) coats Red Oxide.

9. Adequate ventilation must be provided when a new roof is installed.

10. All gaps in sheathing to be closed in to match existing roof thickness, or ½" ply-score overlaid on whole roof.

11. Replacement of up to one hundred (100) square feet of bad wood on main roof, and up to fifty (50) square feet for each porch roof, is to be included in all roof installations.

12. All roofs are to have metal drip edge all around except where box gutter is present.

13. All roofing materials are to be installed to manufacturer's specifications and chosen by homeowner

14. Box gutters: Tear out all old tin and replace bad wood. Reline with 40# IX terne with rolled and soldered joints, new drops soldered in and terne run up under shingles a minimum of twelve (12") inches. Paint all terne two (2) coats Red Oxide. Finished installation to have proper slopes and flow.

15. Hanging gutters to be Alcoa or approved equal, .032 gauge, K-style with new drops and mounted with hangers. Gutters are to have proper drainage slope. Strap type hangers must be mounted under shingles. All gutters under thirty-two (32') feet must be seamless.

16. Downspouts are to be secured to drops and building and sealed at leader drain. All leader drains must be checked for blockage and proper operation. Downspouts are to shed water a minimum of 5' away from the home in all directions.

17. When installing new roofs, consideration should be given to the inclusion and placement of vents.

18. Chimneys must be checked for stability when any roof work is specified.

19. Waterproof underlayment (ice shield) shall be installed as part of the roof replacement. Refer to detail.

20. Flat roof systems to be addressed on an individual basis, per customized specifications per specific home.

21. Repair Standard: Chimney's no longer used and in a state of disrepair or deterioration will be removed to below the roof decking when a new roof is being installed. Removal of a chimney requires Section 106 review if the building is over 50 years of age. When chimneys must be used for combustion ventilation, they will be inspected and repaired or relined as necessary.

22. Replacement Standard: Chimney's: the creation of new flues is not recommended in this program. The use of high efficiency closed combustion appliances is recommended to avoid the need for new flues. When necessary, chimney flue liners may be utilized and will be of material and design required for the type of fuel burning appliance and configuration of the chimney.

## **S. SIDING**

1. All siding is to be installed according to the manufacturer's recommendations. Siding installation will include all underlayment, Tyvek, window and door trim, sill trim, inside and outside corner posts and all necessary caulking.

2. All window sills and window trim to be covered in all siding installation; doors not included unless specified. Wood window sills will be extended to compensate for the addition of siding.

3. All soffit and fascia to be interlocking systems with vent panels. All fascia properly overlapped to prevent water entry. Porch soffit and fascia includes porch box beam on three (3) sides. Porch ceilings not included unless specified. Soffit and fascia installations include all exposed wood frieze boards, etc., except windows and doors.

4. Window, door and trim coverage to be pre-formed with smooth mitered corner properly secured and overlapped, no exposed sharp edges and all necessary caulking.

5. All materials are to be installed to manufacturer's specifications. Style and color of all materials are to be homeowner's choice.

6. All work to be washed and cleaned upon completion.

7. Reinstall utility lines in workmanlike manner.

## **T. STAIRS AND STEPS**

1. Interior stairs are to have carpet grade treads and white pine risers. Basement stairs to be construction grade lumber.

2. Exterior lumber is to be pressure treated wolmanized outdoor wood. Outdoor wood is to be labeled by supplier. Rise and run to meet standard construction practices on steps. Finish according to Painting Section, General Specifications. When working on a home in the historic district, new wood decking is to be used,  $\frac{3}{4}$ " clear tongue and groove fir, primed on all 6 sides before installation.

3. Exterior metal supports are to be set in concrete, six (6") inches off the ground. All exterior steps to be set on concrete pad or mud sill of equal size with steps.

4. Concrete steps are to be as specified in Concrete Section, General Specifications.

5. Handrails: All stairs are to have proper handrails. Living area rails to be dowel type with metal brackets. Cellarway rails to be 2" X 4" inch wood with chamfered edges and all nail holes set and puttied. All nails must be securely fastened. Exterior rails are to be metal or treated. All one and one-half (1 ½") pipe handrails must have cap rail and center rail. All treated rails are to be free from splinters and finished according to Painting Sections, General Specifications.

6. Fire escapes, when required, are to be of approved materials and carry a uniform load of one hundred (100) pounds a square foot. Construction and location must conform to specifications and standards contained in fire escapes standards adopted by the local authority.

7. All doors and windows within ten (10') feet of a fire escape must be properly fire-rated and / or wire meshed. Plans must be approved by the local engineer prior to construction.

## **U. STANCHION POSTS, BASEMENT:**

No adjustable posts are permitted. Posts are to be a minimum of three (3") inches round steel with  $\frac{1}{4}$  inch steel plates welded on top and bottom. Posts are to be secured on concrete footer, minimum of 24" X 24" X 12" deep. Top of footer to be four (4") inch below floor level and floor patched as necessary. Top plate to be secured to beam with proper fasteners. Paint all posts with rust preventative paint.

## **V. TRAFFIC MAINTENANCE**

This work includes the furnishing, installing, maintaining, and relocating of traffic control devices. This work may include flagging and pilot car operation for guidance of traffic through the temporary traffic control zone and dust control through the duration of said project.

## **W. WALLS AND CEILINGS:**

## **1. Plastering**

- a. Remove all wall paper and old trim.
- b. All plaster work to use corner rite, inside and expanded corner beads, square casing around door and window openings.
- c. Plaster to be smooth finish in bathroom and kitchens and to owner's specifications in other areas.
- d. Patch plastering means all bulges and loose plaster to be removed and replaced to match existing walls.
- e. Install all necessary trim.
- f. Drywall to be finished according to Painting Section, General Specifications.
- g. All drapery rods, curtain rods and blinds to be re-hung.
- h. Electrical permit necessary for any installation of paneling or drywall where electric boxes exist.
- i. Closets- new closets can be added if there is a significant lack of storage space. Budget permitting.

## **2. Paneling and Drywall**

- a. All paneling to be installed to manufacturer's specifications.
- b. Furring, sixteen (16") inch O.C., to be installed under all paneling, nailed to studs horizontally with vertical spacers at panel joints.
- c. All walls are to be brought plumb and level.
- d. All necessary trim, to be installed pre-finished to match.
- e. All old gas lines to be removed from walls and capped off before paneling.
- f. Drywall to be finished product (taped, spackled, sanded smooth and painted.), except under Marlite. Un-taped drywall to be behind Marlite in any installation.
- g. Masonry backer board to be installed in shower area or tub or under any installation of ceramic tile.
- h. All drywall to be securely nailed to studs or furring strips and to have proper metal edging at all openings.
- i. All drapery rods, curtain rods and blinds to be re-hung.
- j. Electrical permit necessary for any installation of paneling or drywall where electric boxes exist.
- k. The Contractor shall show on the bid form the following;
  - i. A per sheet paneling allowance for all paneling to be installed; and
  - ii. The bid price for the installation of all paneling.

## **3. Ceilings:**

- a. Suspended Ceilings, are to be installed on proper gauge wire looped through flat-headed, closed eye hooks, screwed into joists at a 45 ° angle. Secure or remove all plaster above ceiling before installation of ceiling.
- b. Light fixtures are to be reinstalled or new fixtures of equal quality installed to National Electric Code.
- c. Electrical permit necessary for lowering any ceiling with an existing fixture or electrical box.
- d. The Contractor shall show on the bid form the following;
  - i. An allowance for each light fixture to be installed; and
  - ii. The bid price for the installation of each fixture.

## **4. Stapled or Tile Ceilings:**

- a. Tile should only be installed on furring strips shimmed to be straight and level. Strips must be placed under every seam.
- b. Tiles are to be firmly stapled individually.
- c. Edges must have finish molding all around. Molding to be finished according to Painting



Section, General Specifications.

- d. Light Fixtures, Etc., the same as for suspended ceilings.

**5. Finishes:**

- a. All finish materials (e.g., walltex, sanitas, ceramic or plastic tiles, etc.) are to be installed according to manufacturer's specifications over properly prepared surfaces, flat and level, and secured with proper grouts or adhesives.
- b. Edges are to be finished and trim installed as necessary.
- c. Choice of style and color of all materials to be homeowner's.

**X. WINDOWS:**

1. Replacement windows may be vinyl or aluminum slider or double- hung, twin-tilt thermal break frames, with insulated glass and half screens. New stops are to be installed. Perimeter insulation must be installed with each window. (Napco or approved equal). Old storm windows and frames are to be removed unless otherwise specified. Wood replacement windows must include insulated glass, screens, and metal thermal break or vinyl track systems with sash balance. (Marvin or approved equal.).
2. Windows are to meet egress requirements in all sleeping areas. Minimum sizing for egress window openings are to be 20" w x 24" h with a clear opening of 5.7'.
3. All necessary trim and caulking to be installed as required, including sills, casing, etc.. Finish interior and exterior wall to match existing surfaces.
4. Vinyl windows are acceptable (Vynex or approved equal).
5. Glass block set in masonry walls are to be set directly to block. Remove all old jambs and frames, fill all voids around window. *No Glass block windows are to be installed in a sleeping room.*
6. All voids are to be insulated in the course of installation. All new wood to be finished according to Painting and General Carpentry Sections, General Specifications.
7. Storm windows are to be enamel finished, triple-track combination aluminum windows, complete with all hardware and screens, installed to manufacturer's specifications and properly sized. Caulk as required.
8. The Contractor shall show on his bid form the following:
  - a. A per window allowance for each window to be installed; and
  - b. The bid price for the installation of each window.

**Y. ASBESTOS:**

1. Areas where asbestos is found, and intact (free from deterioration) will be left intact and painted if appropriate. This is applicable to siding, flooring, insulation and siding and tape and any other asbestos products found. If flooring is asbestos it may be covered with new flooring materials and applicable underlayment.
2. Replacement may be needed if components are in a deteriorating state, in this case it will be removed and disposed of in a proper manor and replaced with non-hazardous materials.

**Z. RADON:**

1. All housing will be tested per DEP standards and should radon be identified as 4.0 pCi/L or higher action will be taken to remove radon from the home.
2. All testing services, lab certification and removal activities performed will be conducted by individuals or entities having appropriate certification as per DEP.

**AA. MOLD:**

1. Visual inspections for mold are to be completed during the walk through of the home. If identified then action will be taken to reduce exposure. Steps will be taken to manage excessive moisture causing the issues with mold in the home. After addressing moisture source then cleaning of the mold area will be performed in areas of non-porous and semi-

porous materials (metals, glass, hard-plastics, concrete and wood). Porous materials such as ceiling tiles, fabrics, insulation and wallboard shall be removed, replaced and cleaning of the area to be completed.

**BB. OUTBUILDINGS & TREES AND SHRUBBERY:**

1. Any accessory buildings that are unsafe or in disrepair, the structure will be removed. When the structure can be repaired and is financially available then repairs will be made.
2. When trees, shrubbery or vining materials have become a hazard to the structure of the home they shall be removed, trimmed or cut to take away the hazard. There will be no replacement.

**ARTICLE 21**  
**ADDITIONAL PROVISIONS**

**A. Permits**

1. All necessary or advisable permits, licenses and approvals by any governmental entity (collectively the "**permits**") shall be obtained and paid for by the Contractor and must be verified by a copy of the permit or other satisfactory evidence being on file with LCSS before any work is started or any monies will be disbursed (includes building, electrical, warm air heating, plumbing or any other necessary permits.)

2. All permits should be obtained immediately upon signing of closing papers. Beginning work without a permit can lead to prosecution.

3. Any necessary plans, construction drawings or plat plans required for the work will be supplied of LCSS and copies of approved originals will be supplied to the file. It should be noted that a dwelling of two or more families, or any addition to a structure, such as extensions, dormers, etc., requires approval by the local zoning department before a building permit can be issued. All structural changes (dormers, extensions, etc.) require construction drawings, which will be supplied by LCSS.

**B. Measurements**

Contractor is responsible for accurate field measurements at time of bidding as work write-up specifications are approximate. Any deviation to measurements or dimensions that might affect the price for a particular item should be noted in the bid by showing the actual measurements used to base the price.

**C. Quality of Work**

Wherever "or approved equal" appears in the General Conditions or Specifications, approval for alternates must be given, in writing, by the Construction Inspector. Any color or paint, style or pattern of material an fixtures shall be selected by the homeowner, within the guidelines of Specifications. All work is to be a finished product unless specified to the contrary.

**D. Bid Section**

a) All work write-ups shall include Owner's name and contact phone number. Each work write-up shall be itemized according to location and trade, and identify the name of the LCSS Construction Inspector who authored the work write-up.

b) The bid shall be prepared in strict accordance with the LCSS Bid Proposal and include all information and documents as requested by LCSS.

c) The bid due date / bid opening will appear on attached cover letter. (Typical bid length will be two (2) weeks, unless schedule warrants otherwise.)

d) Should you have any questions regarding a work write-up contact LCSS Construction Inspector.

e) All Owners will be notified of the contractors who will be invited to supply a bid.

f) The contract will be awarded based on the sole opinion of LCSS as to the lowest most complete

bid received from a responsible bidder for each Project; provided, however, LCSS may reject any and all bids for any or no reason.

## **ARTICLE 22 INTERPRETATION OF DOCUMENTS**

The Contract, General Conditions, Specifications and any related agreements shall be interpreted and construed in accordance with the laws of the Commonwealth of Pennsylvania without giving effect to the principles or rules of the Commonwealth relating to choice or conflict of laws or those of any other jurisdiction and with federal law to the extent relevant, material and required. If any term, part or provision (collectively a "**provision**") in the General Conditions, the Specifications, Contract or Related Agreements shall be held to be invalid or unenforceable in any respect as to any person or circumstance, such holding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, it is the intent of the parties that any such provision shall be deemed to be modified to be valid, enforceable and effective while most nearly preserving its original intent and purpose; provided, however, if such provision cannot be so modified, it shall be stricken and all other provisions of the Contract, General Conditions, Specifications and Related Agreements in all respects shall remain valid and fully enforceable. To the extent that any provision in the Contract, General Conditions or Specifications is or may be inconsistent or in conflict with another provision in the General Conditions, the Contract, Specifications or other Related Agreements or documents on the same or similar subject matter or any part thereof, then the Contractor and Owner agree to and shall comply with the term or provision most favorable to the objectives, purposes, or intent of the Specifications, Project or Program as determined by LCSS and the Municipality. Each article, paragraph, provision and part of the General Conditions, the Specifications, Contract and related agreements is separable and constitutes a separate and distinct covenant, condition and agreement. Article, paragraph and section headings are inserted for convenience of reference only and do not necessarily indicate all items contained within the article, paragraph or section and shall not affect or be used in the interpretation of the General Conditions, the Specifications or the Contract. In no event, shall any construction, interpretation, enforcement, presumption or inference, in favor of or against **Owner**, Contractor, LCSS, Municipality, Commonwealth or any person be made as a consequence of the identify of the draftsman of the General Condition, Contract, Specifications and/or Related Agreements. Accordingly, the Contractor and Owner agree that the Contract, General Conditions, Specifications and Related Agreements shall be construed in a neutral manner and in interpreting the Contract, there shall be no inference nor presumption, by operation of law or otherwise, that any term, part or provision in the Contract or Related Agreements shall be construed more strictly against any party or person for any reason whatsoever. The term "**person**" whenever used in the Contract, General Conditions or Related Agreements shall mean and include any natural person, corporation, partnership, association, Limited Liability Company, trust, estate, governmental entity or any agency or department thereof or any other type of entity. Whenever used in the Contract, the singular shall include the plural, the plural the singular and any gender shall include all genders whenever necessary or advisable to produce the intended meaning or effect. The provisions in the Contract, Specifications, General Conditions and Related Agreements, in all circumstances, shall always control and supersede any course of conduct or dealing, performance, custom or usage inconsistent or in conflict with any of the provisions in said documents. The Contract is intended to and shall be a sealed instrument.

## **ARTICLE 23 BINDING EFFECT**

The **Owner** and Contractor understand and agree that they must first obtain the written consent of the other party and the written approval of LCSS before **Owner** or Contractor may permit any other person to take over or assume any of the **Owner's** or Contractor's rights, duties or interests in or under the Contract or Related Agreements. Subject to the foregoing, all terms, provisions, covenants and agreements contained or incorporated into the General Conditions, the Specifications and the Contract shall be binding upon and benefit the **Owner** and Contractor and their respective heirs, personal representatives, permitted assigns and successors. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract. All provisions

in the Contract, Specifications, General Conditions and Related Agreements shall benefit LCSS, Municipality, Commonwealth and Department and their respective Agents, successors and assigns.

**ARTICLE 24  
AMENDMENT**

The Contract, work, General Conditions, Specifications and/or Related Agreements or documents shall be validly amended or changed only by a writing signed by the duly authorized representatives of the **Owner** and Contractor and approved, in writing, by LCSS. All recommendations, consents or approvals given by the Municipality or LCSS or payments made by the Municipality under or pursuant to the Contract, the General Conditions or the Specifications are made solely for the purposes and protection of the interests of the Municipality and LCSS and shall not be relied upon by the **Owner**, Contractor, any person or other entity for any reason whatsoever. LCSS reserves and shall have the right to unilaterally amend or modify any or all of the General Conditions at any time or times and for any reason and such amendments or modifications shall become effective upon the adoption by LCSS and apply to all contracts and agreements thereafter made or entered into by Contractor and **Owner**.

**ARTICLE 25  
WARRANT OF AUTHORITY**

The person signing this document on behalf of the Contractor hereby warrants and certifies to Owner, Municipality and LCSS that: (a) he/she is fully authorized to do so, and the signing, delivery and performance of the Contract has been duly authorized and approved by all corporate or other requisite action; (b) and Contractor has taken all actions required by applicable Laws or otherwise regarding the execution, delivery and performance of the Contract; and (c) the Contract is valid and binding upon the Contractor and his heirs, personal representatives, successors and permitted assigns. **Owner**, LCSS, Municipality and Commonwealth shall have the right to fully rely on these warranties without any further verification or investigation.

**PLEASE READ THE GENERAL CONDITIONS CAREFULLY BEFORE SIGNING. BY SIGNING THE GENERAL CONDITIONS, EACH OWNER AND CONTRACTOR AGREES AND CERTIFIES THAT HE OR SHE HAS READ OR HAD FULLY EXPLAINED TO THEM THE GENERAL CONDITIONS AND FULLY UNDERSTANDS ALL OF THE PROMISES, DUTIES AND AGREEMENTS SET FORTH IN THE GENERAL CONDITIONS, VOLUNTARILY SIGNED THE GENERAL CONDITIONS AND HAS RECEIVED A SIGNED COPY OF THE GENERAL CONDITIONS AND THE CONTRACT.**

DATED: \_\_\_\_\_, 2019

WITNESS/ATTEST:

\_\_\_\_\_

CONTRACTOR:

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

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

**GENERAL CONDITIONS**  
**Exhibit No. 1**  
**See Article 2**

1. The **Owner** and Contractor covenant, agree and hereby make assurances that they shall carry out all of their respective promises, responsibilities and duties under or in connection with the performance of all items relating to the work under a Contract (including those relating to Lead Hazards existing in, on or about the Property) in strict and full compliance with all applicable Guidelines and Laws including, without limitation, the following statutes, regulations and items to the extent they apply to the Contract, work, Project or Program or any part thereof as the same now exist or as hereafter may be amended, revised. Supplemented or replaced:

**(a) All Labor Standards, including:**

- (1) Davis-Bacon Act, P. L. 86-624, as amended (40 U.S.C. 276a-276a-7) and 29 CFR, Part 5.
- (2) Contract Work Hours & Safety Standards Act, P. L. 87-581 (40 U.S.C. 327 et seq.), and 29 CFR, Part 5.
- (3) Section 3 of the Housing and Urban Development Act of 1958, P. L. 90-448 (12 U.S.C. 1701u).
- (4) Copeland Anti-Kickback Act, P. L. 850800 (18 U.S.C. 874c) and 29 CFR, Part 3.
- (5) DOL regulations at 29 CFR Parts 1, 3, 5, 6 and 7. These regulations implement the Davis-Bacon Act, the Contract Work Hours and Safety Standards Act and the Copeland Act.
- (6) Section 110 of the Housing and Community Development Act of 1974, P. L. 93-383, as amended.

**(b) All Equal Opportunity Laws and Regulations, including:**

- (1) Civil Rights Laws including Title VI of the Civil Rights Act of 1964, P. L. 88-352 (42 U.S.C. 2000d et seq.) and HUD regulations at 24 CFR Part 1 and Title VIII of the Civil Rights Act of 1968, P. L. 90-284 (42 U.S.C. 3601 et seq.) as amended by the Fair Housing Amendments Act of 1988, P. L. 100-430 (the Fair Housing Act).
- (2) Executive Order 11063, Equal Opportunity in Housing, November 20, 1962 (27 FR 11527), as amended by Executive Order 12259, December 21, 1980 (46 FR 1253) and HUD regulations at 24 CFR Part 107.
- (3) Sections 109 and 110 of the Housing and Community Development Act of 1974, P. L. 93-383 (42 U.S.C. 5309) as amended.
- (4) Age Discrimination Act of 1975, P. L. 94-135 (42 U.S.C. 6101 et seq.).
- (5) Section 504 of the Rehabilitation Act of 1973, P. L. 95-602 (29 U.S.C. 794).
- (6) Executive Order 11246, Equal Opportunity in Federal Employment, September 24, 1965 (30 FR 12319) as amended by Executive Order 11375, October 13, 1967 (43 FR 46501) and HUD regulations 24 CFR Part 130 and 41 CFR chapter 60.
- (7) Regulations and Executive Orders relating to Minority Business Enterprise, and Womens Business Enterprise and Labor Surplus Area Firms including Executive Orders 11625, October 14, 1971 (36 FR 19967) and 12138, May 18, 1979 (See 24 CFR 85.36(e) and 44 FR 29637).
- (8) Pennsylvania Human Relations Act, P. L. 47 (43 P.S. 951 et seq.).
- (9) Americans with Disabilities Act of 1990 (42 U.S.C. 1201)

**(c) Construction Standards and other Laws.**

- (1) All standards, orders or requirements relating to lead based paint activities and waste disposal including Lead-Based Paint Hazard Reduction Act of 1992, Section 1011 (Title X of the Housing and Community Development Act of 1992, as amended);

Lead-Based Paint Poisoning Prevention Act, as amended, (42 U.S.C. 4821, et seq.); HUD Office of Healthy Homes and Lead Hazard Control Policy Guidance No. 2001-03 dated October 1, 2001, as amended; Title VI of the Lead-Based Paint Poisoning Prevention Act, P.L. 91-695, as amended, 42 U.S.C. 4831; the National Environmental Policy Act of 1969, 42 U.S.C. 4321, et seq; The Toxic Substances Control Act, Title IV 15 U.S.C. 2860, et seq. EPA Standards at 24 CFR 745.227, 29 CFR 1926.62 and/or 1910.1025 and 24 CFR Sections 58.2(a) and 35.145; Requirements for Certified Trained Performers, 24 CFR Part 35 including subparts B and R and use for analysis of samples for lead only laboratories recognized and approved by the US Environmental Protection Agency; and 24 CFR Part 39, Cost Effective Energy Conservation Standards and 24 CFR Parts 35, 58, 85, 92 and 745.

- (2) Architectural Barriers Act of 1968 P.L. 90-480, as amended (42 U.S.C. 4151 et seq.).
- (3) Section 6002 of the Resources Conservation and Recovery Act of 1976, P.L. 94-580, as amended (42 U.S.C. 6962), and regulations at 40 CFR Part 247 and 249.
- (4) Pennsylvania Steel Products Procurement Act, p. L. 6 (73 P.S. 1881 et seq.).
- (5) Separate specifications for plumbing, heating, ventilating and electrical work: separate bids and contract, P. L. 546 (71 P.S. 1618).
- (6) All applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h), Section 508 of The Clean Water Act (33 U.S.C. 1368), Executive Order 11738 and Environmental Protection Agency Regulations, 40 C.F.R. Part 15.
- (7) Mandatory Standards and Policies Relating to Energy Efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act, Public Law 94-163, 89 STAT. 871.
- (8) Requirements for procurement of recovered materials, Solid Waste Disposal Act, Section 6002 as amended by the Resource Conservation and Recovery Act and Environmental Protection Agency Guidelines and Regulations, 40 CFR Part 247.
- (9) Title IX of the Education Amendments Act of 1972 (20 USC 1681, et seq.).
- (10) Executive Orders 13166 regarding persons with limited English proficiency and 13279 regarding faith based and community organizations.
- (11) Disposal of Waste in accordance with applicable local, state and federal Laws and Regulations including the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, Section 6002 and Regulations at 40 CFR, Parts 247 and 249 and Environmental Protection Agency ("EPA") Standards and Regulations.
- (12) The Contractor (or LCSS if it is performing the work relating to Lead) will provide or cause to be provided to the Owner a copy of all lead-based paint inspection, risk assessment and clearance test reports and advise the Owner of the duty to comply with the disclosure requirements required under 24 CFR Part 35, Subpart A.

**(d) Access to Information:**

The **Owner** and Contractor shall provide to the Municipality, Department and LCSS access to all information, records, reports and documents relating to the Contract or Project as requested by LCSS, Municipality or Department or required by applicable Laws and Guidelines relating to the Contract and Project.

**(e) Displacement:**

The **Owner** and Contractor will assist the Municipality in minimizing displacement of persons as a result of activities assisted by the Home Program or other Commonwealth or federal funds and shall comply with all adopted residential anti-displacement and relocation assistance plans.

**(f) Violating Facilities List:**

The **Owner** and Contractor certify that, to their knowledge, the Property involved in the Project is not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and

that they will notify promptly LCSS and Municipality of any information received indicating that the Property to be used in the Project is under consideration for the listing by the EPA.

**(g) Section 102 of the HUD Reform Act:**

The **Owner** and Contractor will comply with the requirements of Section 102 of the HUD Reform Act of 1989.

**(h) Acquisition/Relocation:**

In the event that the project funded under the Contract includes acquisition and/or relocation, the **Owner** and Contractor shall comply with all applicable Laws including the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P. L. 91-646, as amended (42 U.S.C. 4601 et seq.), HUD regulations at 24 CFR Part 570.606 and the Eminent Domain Code, Act of June 22, 1964, Special Session, P. L. 84, as amended, 26 P.S. 1-101 et seq.

**(i) Fire Protection and Safety Standards:**

The **Owner** and Contractor will comply with the provisions of the Fire Administration Authorization Act of 1992 (P. L. 102-522).

**(j) Housing Quality Standard:**

If the housing assisted with HOME Funds involves rental housing, then the **Owners** must maintain the housing in compliance with applicable Housing Quality Standard, 24 CFR 982.401 and Local Housing Code Requirements for the duration of the affordability period.

**(k) Records and Reports:**

The Contractor and **Owner** agree to and shall prepare and maintain all records, documents and information as required by the applicable Laws or Guidelines and shall retain such records and documents for a five (5) year period from the date of final audit or closeout of the Contract between the Municipality and the Department.

**(l) Enforcement of the Contract and Agreement.**

To insure the intended beneficiaries benefit from the Project, Program and activity, the **Owner**, if requested, shall sign, acknowledge and deliver to LCSS and/or Municipality a Promissory Note and Mortgage which shall place a lien on the Property and shall take such other actions and execute and deliver such other documents and writings as requested by LCSS and/or the Municipality.

**INDEX OF ADDITIONAL DEFINED TERMS**

Actions	14
Addendum to Construction Contract, Disputes and Arbitration	18
Agents	5
Commonwealth	1

Contract	1
Defects	10
Department	1
General Conditions	1
Guidelines	1
Improvements	1
Include(s)	1
Indemnitees	7
Laws	1
LCSS	1
Liens	1
Materials	15
Notice	19
Permits	31
Person	33
Program	2
Project Site	1
Project	1
Provision	32
Related Agreements	2
Specifications	2
Subcontractors	2, 9
Work	2,15



## INDEX

### LCSS GENERAL CONDITIONS AND SPECIFICATIONS FOR CONSTRUCTION CONTRACTS

	<u>Page</u>
Definitions	1
Article 1 – Subcontracts	2
Article 2 – Compliance with Applicable Statutes and Department Regulations	2
Article 3 – Liability, Indemnity and Insurance	6
Article 4 – Independent Contractor	8
Article 5 – Contractors Representations and Warranties	8
Article 6 – Owners Duties	9
Article 7 – Safety Precautions	10
Article 8 - Records	10
Article 9 – Progress Reports	11
Article 10 – Temporary Suspension of Contract	11
Article 11 – Termination of Contract by the Department	12
Article 12 – No Waiver of Remedies	12
Article 13 – Interest of Parties and Others	12
Article 14– Payments to Contractor	13
Article 15 – Description of the Work	15
Article 16 – Waiver of Liens	17
Article 17 – Default by Contractor	17

Article 18 – Notices		19
Article 19 – Lead Based Paint		19
Article 20 – General Work Specifications by Category		20
	<u>Reference</u>	<u>General Category</u>
		<u>Page</u>
	A.	Bathrooms
	B	Carpentry, – General
	C	Clean-up
	D	Concrete
	E	Doors
	F	Electrical, - General
	G	Exterminating
	H	Fencing
	I	Floors
	J	French Drains
	K	Heating & Water Heaters
	L	Insulation
	M	Kitchens
	N	Masonry
	O	Painting & Finishes
	P	Plumbing
	Q	Porches
	R	Roofs
	S	Siding
	T	Stairs & Steps
	U	Stanchion Posts –Basement
	V	Traffic Maintenance
	W	Walls & Ceilings
	X	Windows
	Y	Asbestos
	Z	Radon
	AA	Mold
	BB	Outbuildings, Trees & Shrubs
		33
Article 21 – Additional Provisions		31
	A	Permits
	B	Measurements
	C	Quality of Work
	D	Bid Section
		34
Article 22 – Interpretation of Documents		34
Article 23 – Binding Effect		35
Article 24 – Amendment		35
Article 25 – Warrant of Authority		36
<b>Exhibits 1 – Statutes and Regulations</b>		<b>37</b>

in the Contract, Specifications, General Conditions and Related Agreements shall benefit LCSS, Municipality, Commonwealth and Department and their respective Agents, successors and assigns.

**ARTICLE 24  
AMENDMENT**

The Contract, work, General Conditions, Specifications and/or Related Agreements or documents shall be validly amended or changed only by a writing signed by the duly authorized representatives of the **Owner** and Contractor and approved, in writing, by LCSS. All recommendations, consents or approvals given by the Municipality or LCSS or payments made by the Municipality under or pursuant to the Contract, the General Conditions or the Specifications are made solely for the purposes and protection of the interests of the Municipality and LCSS and shall not be relied upon by the **Owner**, Contractor, any person or other entity for any reason whatsoever. LCSS reserves and shall have the right to unilaterally amend or modify any or all of the General Conditions at any time or times and for any reason and such amendments or modifications shall become effective upon the adoption by LCSS and apply to all contracts and agreements thereafter made or entered into by Contractor and **Owner**.

**ARTICLE 25  
WARRANT OF AUTHORITY**

The person signing this document on behalf of the Contractor hereby warrants and certifies to Owner, Municipality and LCSS that: (a) he/she is fully authorized to do so, and the signing, delivery and performance of the Contract has been duly authorized and approved by all corporate or other requisite action; (b) and Contractor has taken all actions required by applicable Laws or otherwise regarding the execution, delivery and performance of the Contract; and (c) the Contract is valid and binding upon the Contractor and his heirs, personal representatives, successors and permitted assigns. **Owner**, LCSS, Municipality and Commonwealth shall have the right to fully rely on these warranties without any further verification or investigation.

**PLEASE READ THE GENERAL CONDITIONS CAREFULLY BEFORE SIGNING. BY SIGNING THE GENERAL CONDITIONS, EACH OWNER AND CONTRACTOR AGREES AND CERTIFIES THAT HE OR SHE HAS READ OR HAD FULLY EXPLAINED TO THEM THE GENERAL CONDITIONS AND FULLY UNDERSTANDS ALL OF THE PROMISES, DUTIES AND AGREEMENTS SET FORTH IN THE GENERAL CONDITIONS, VOLUNTARILY SIGNED THE GENERAL CONDITIONS AND HAS RECEIVED A SIGNED COPY OF THE GENERAL CONDITIONS AND THE CONTRACT.**

DATED: \_\_\_\_\_, 2024

WITNESS/ATTEST:

\_\_\_\_\_

CONTRACTOR:

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

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

# Request for Taxpayer Identification Number and Certification

**Give Form to the requester. Do not send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
<b>2</b> Business name/disregarded entity name, if different from above	
<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) ▶ _____	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <i>(Applies to accounts maintained outside the U.S.)</i>
<b>5</b> Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
<b>6</b> City, state, and ZIP code	
<b>7</b> List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number to Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>						
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 20%; border: 1px solid black; height: 20px;"></td> </tr> </table>			-		-	
		-		-		
<b>or</b>						
<b>Employer identification number</b>						
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 20%; border: 1px solid black; height: 20px;"></td> </tr> </table>			-			
		-				

## Part II Certification

Under penalties or perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here** Signature of U.S. person ▶

Date ▶

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*



Lawrence County Social Services, Inc.  
United Community Services, Inc.  
Allied Coordinated Transportation Services, Inc.  
(A.C.T.S.)

[www.lccap.org](http://www.lccap.org)

**Department of Healthy Homes**  
1745 Frew Mill Road; Suite 9  
New Castle, PA 16101  
P: 724.656.0090  
F: 724.965.1434

## **Contractor Request for Qualifications (RFQ)**

### **Contractor Application –**

- Application
- W9
- Sign off General Conditions
- Section III Survey
- MBE/WBE survey
- Subcontractor List and Certificates
- Acknowledgement

### **Additional Documents, as applicable –**

- PA Contractor Registration Certificate
- SAM.gov – UEI #
- PA L&I Lead Contractor Certification
  - Lead ID's for all workers and supervisors
  - Lead Certification for all workers and supervisors
- EPA Renovate, Repair & Paint (RRP) Firm Certification
  - RRP Certification for any workers

### **Insurance –**

- Certificate of Insurance - LCCAP listed as the certificate holder
  - Liability
  - Pollution
  - Worker's Compensation