

THE COUNTY OF LACKAWANNA, PENNSYLVANIA
INVITATION FOR PROPOSALS, SPECIFICATIONS
AND PROPOSAL FORMS
FOR
PROPOSAL NUMBER 319-12-1

Appliances Scope

**THE COUNTY OF LACKAWANNA
REQUEST FOR PROPOSALS (RFP)**

PROPOSAL NUMBER 319-12-1

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A. PROJECT DESCRIPTION

Introduction and Background

PNC Field, formerly **Lackawanna County Stadium** (1989–2006), is a 10,380-seat minor league baseball stadium located in Moosic, Pennsylvania. It is the home of the Scranton/Wilkes-Barre Yankees, the AAA affiliate of the New York Yankees. The Stadium Authority and Lackawanna County, in consultation with the SWB Yankees are undertaking a substantial renovation of the PNC field. With only the playing surface and certain other structures avoiding demolition, ‘renovation’ does not adequately describe the extent of the significant improvements that are designed and scheduled to be completed by April 2013

Project Team Members:

David Pettinato-Lackawanna County, (570) 963-6767 pettinatod@lackawannacounty.org
Daniel Lispi-Consulting & Development LLC, (717) 221-1602 dlistpi@driconsultingdev.com
Gary Mayse-Mandalay Baseball, (937)228-2287 gary.mayse@daytondragons.com
Eric Kohls-Construction Process Solutions Ltd, (513)271-9026 ekohls@cpsconsult.com
Construction Manager- Butz Construction
Architect- EwingCole

Project Documents:

Proposal Package Documents are available at:

CPS FTP Site-

1. Using a web browser, enter in <https://office.cpsconsult.com:4431> in the address bar and press enter to go to the web page
2. At the log in screen, enter in your credentials and click LOGIN
 - a. Username: **pnc-proposals**
 - b. Password: **qnv2a4j** (case sensitive)

Full Construction Drawings and Specifications are available for purchase at:

Cogan Blueprint
200 East Broad Street
Bethlehem, PA 18018
Phone: 610-868-7404
Fax- 610-691-7915
Email- coganblueprint@rcn.com

I. NOTICE TO PROPOSERS

1. Respondents to this RFP shall either hand carry or mail one (1) original and three (3) copies of their Proposal to: Board of Commissioner's Office, 200 Adams Ave 6th Floor, Scranton PA 18503. The outside of the envelope must be plainly marked in the lower left hand corner "PROPOSAL PROPOSAL NUMBER 319-12-1, APPLIANCES" and the envelope must show name of Proposer.
2. Proposals must be on file in the office of the Board of Commissioner's Office, 200 Adams Ave 6th Floor, Scranton PA 18503 no later than 11:00 A.M. on December 7, 2012. Any proposals received after that hour and date will not be opened and will be returned to the Proposer unread. The County assumes no responsibility for delays in any form of carrier, mail, or delivery service causing the submission to be received after the above-referenced due date and time. Submissions by fax, telephone, or email are not permitted.
3. Proposers will be given permission to withdraw any proposal submitted, prior to their opening, provided the Proposer makes their request in writing to the Lackawanna County Purchasing Dept, 200 Adams Ave 6th Floor, Scranton PA 18503, ATTN: David Pettinato. All requests pertaining to withdrawal must reach the Deputy Director of Purchasing no later than one (1) hour prior to the time fixed for the opening of proposals.
4. Prices quoted are based on the acceptance of the Proposal within ninety (90) days from the receipt thereof by the County. The prices on any purchase resulting from this quotation shall remain firm until the completion of the order or for the duration of the period specified.
5. Read the specifications carefully. All required information must be submitted with your Proposal. Failure to do so may result in rejection of your proposal.
6. All Proposers, including those Proposing as specified, are required to submit specifications with their proposals detailing prices, services offered, evidence of appropriate transportation and disposal, list of subcontractors, if appropriate, qualifications and/or any other information necessary in making comparative evaluation. **Deviations from referenced services, products and specifications shall be clearly defined.** Failure to comply with this requirement may result in disqualification of your proposal.
7. The successful Proposer(s) shall furnish a Performance Bond in the full amount of the Contract as hereinafter specified, as security for the faithful performance of work done under this contract and as security for the payment of all persons performing labor under this contract and furnishing materials in connection with this contract. The bond shall be continued in force for each year of the Agreement and one year after the issuance of the final payment as a guarantee that all services, workmanship and materials provided are

satisfactory for the performance of the service intended and shall guarantee that the Contractor shall remedy all issues or defects which may develop.

Said security must be furnished within twenty (20) days from the date of notification to the successful Proposer that they have been awarded the contract. When multiple awards are made, and the total of all items awarded to one Vendor is under \$10,000.00, the performance security may not be required, at the election of the County.

9. The County reserves the right to reject any or all proposals, or to make partial or multiple awards, whichever is in the best interest of the County.
10. The proposal evaluation will take into account all relevant criteria, including but not limited to price, transportation costs, environmental criteria, and any exceptions or deviations taken by the Proposer.
11. The price must be neither directly or indirectly the result of any agreement with any other Proposer. All Proposers must complete the enclosed Non-Collusion Affidavit as part of the Proposing requirements.
12. To the fullest extent permitted by law, and to the extent of Contractor's negligence, the Contractor shall indemnify, defend and hold harmless the Owner, Project Financer, Project Developer, Owner's Representative, Architect, Architect's consultants, CMAR as well as the agents and employees of any of them from and against any and all claims, damages, losses and expenses, including but not limited to reasonable attorneys' fees, arising out of or resulting from performance of the Work or acts negligent of the Contractor, a Subcontractor, or any individual on the working on the site under the Contractor's supervision, anyone directly or indirectly employed by them or anyone for whose acts, they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person as described in this Agreement. In no event shall Contractor be liable for any claims, damages, losses and expenses arising out of Owner's own negligence.
13. The Contractor will be responsible for the payment of all Excise, Sales and Use Taxes and all other taxes required by law on all materials, tools, apparatus, equipment, fixtures or services used and incidentals which are purchased or used by the Contractor for the purpose of fulfilling this contract, such as electrical work, general construction, roofing, etc. The Vendor shall consider all amounts required for such taxes in formulating their proposal. No additional payment will be made to cover such taxes. Before submitting a proposal, each Proposer shall thoroughly familiarize themselves with all laws requiring the payment of taxes. Each Proposer should consult their own counsel with respect to the applicability of all taxes.

14. The Contractor must be in compliance with all applicable laws *including but not limited to the following:*

A) *Steel Products Procurement Act*

In the performance of the work associated with this contract (“Contract”) awarded pursuant to the RFP, the contractor, subcontractors, material persons, or suppliers shall use only steel products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated, or otherwise similarly processed, or processed by a combination of two or more of such operations, from steel made in the United States by the open hearth, basic oxygen, electric furnace, Bessemer, or other steel-making process. Steel products include not only cast iron products, but also machinery and equipment listed in United States Department of Commerce Standard Industrial Classifications 25 (furniture and fixtures), 35 (machinery, except electrical), and 37 (transportation equipment), and made of, fabricated from, or containing, steel components. If a product contains both foreign and United States steel, it shall be determined to be a United States steel product only if at least 75 percent of the cost of the articles, materials, and supplies have been mined, produced, or manufactured, as the case may be, in the United States. Transportation equipment shall be determined to be a United States steel product only if it complies with Section 165 of P.L. 97-424 (96 Stat. 2136).

1) Invoices, bills of lading & mill certification

When unidentified steel products are supplied under the Contract or sub-contracts, before any payment will be made, the Contractor must provide documentation to the County including, but not limited to, invoices, bills of lading, and mill certification that the steel was melted and manufactured in the United States. For non-structural steel items, the Contractor shall submit ST-forms obtained from the Commonwealth of Pennsylvania.

B) *Trade Practices Act*

In accordance with the Trade Practices Act of July 23, 1968, P.L. 686 (71 P.S. § 773.101 et seq.), the Contractor cannot and shall not use or permit to be used in the work any aluminum or steel products made in a foreign country which is listed below as a foreign country which discriminates against aluminum or steel products manufactured in Pennsylvania. The countries of Argentina, Brazil, South Korea, and Spain have been found to discriminate against certain products manufactured in Pennsylvania. Therefore, the purchase or use of those countries' products, as listed below, is not permitted:

1) Argentina

Carbon steel wire rod and cold-rolled carbon steel sheet.

2) Brazil

Welded carbon steel pipes and tubes; carbon steel wire rod; tool steel; certain stainless steel products, including hot-rolled stainless steel bar; stainless steel wire rod and cold-formed stainless steel bar; pre-stressed concrete steel wire strand; hot-rolled carbon steel plate in coil; hot-rolled carbon steel sheet; and cold-rolled carbon steel sheet.

3) South Korea

Welded carbon steel pipes and tubes, hot-rolled carbon steel plate, hot-rolled carbon steel sheet, and galvanized steel sheet.

4) Spain

Certain stainless steel products, including stainless steel wire rod, hot-rolled stainless steel bars; and cold-formed stainless steel bars; pre-stressed concrete steel wire strand; and certain steel products, including hot-rolled steel plate, cold-rolled carbon steel plate, carbon steel structural shapes; galvanized carbon steel sheet, hot-rolled carbon steel bars, and cold-formed carbon steel bars.

C) Public Works Contractor's Bond Law of 1967.

Prior to the award of the Contract, the Contractor must furnish the County the following bonds from the construction contractor which shall become binding upon the award of the Contract to the Contractor.

1) Performance Bond

A performance bond at 100 percent of the Contract amount, conditioned upon the faithful performance of the Contract in accordance with the plans, specifications, and conditions of the contract. Such bond shall be solely for the protection of the contracting body which awarded the Contract. As required.

2) Protection of claimants supplying labor or materials

A payment bond at 100 percent of the Contract amount; such bond shall be solely for the protection of claimants supplying labor or materials to the Contractor, or to any of its sub-contractors, in the prosecution of the work provided for in such contract, and shall be conditioned for the prompt payment of all such material furnished or labor supplied or

performed in the prosecution of the work. "Labor or materials" shall include public utility services and reasonable rentals of equipment, but only for periods when the equipment rented is actually used at the site. As required.

C) *Pennsylvania Prevailing Wage Act*

The Contracts with the Contractor and his subcontractors are subject to the provisions, duties, obligations, remedies, and penalties of the Pennsylvania Prevailing Wage Act, 43 P.S. § 165-1 et seq., which is incorporated herein by reference as if fully set forth herein. The general prevailing minimum wage rates, as determined by the Secretary of Labor and Industry, shall be paid for each craft or classification of all workers needed to perform this Contract during the term hereof for the locality in which the work is to be performed. The Contractor will be required to submit payroll certifications demonstrating compliance with the Act with each Application for Payment submitted to the County.

D) *Americans with Disabilities Act*

During the term of the Contract, the Contractor agrees as follows:

1) Hiring & Access

Pursuant to federal regulations promulgated under the County of the Americans with Disabilities Act, 28 C.F.R. § 35.101 et seq., the Contractor understands and agrees 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. Contractor agrees to comply with the General Prohibitions Against Discrimination, 28 C.F.R. § 35.130, and all other regulations promulgated under Title II of The Americans with Disabilities Act which are applicable to all benefits, services, programs, and activities provided by the Commonwealth through contracts.

E) *Insurance and Indemnification*

1) Workers Compensation

Contractor shall perform the activities under the Contract as an independent contractor. It shall also provide Worker's Compensation Insurance where the same is required, and shall accept full responsibility

for the payment of premiums for Worker's Compensation Insurance and Social Security, as well as income tax deductions and any other taxes or payroll deductions required by law for its employees who are performing services specified by the Contract.

15. The successful Proposer shall maintain, through the duration of the contract, the insurance coverages as stated in Exhibit B:
16. No contract may be assigned, sublet or transferred without written consent of the County of Lackawanna.
17. The proposal must be signed by an owner, partner or in the case of a corporation by the president, vice-president and the secretary or treasurer or any other corporate officer empowered to execute contracts in the event that such officers are unable to do so.
18. No proposal will be considered unless Proposal price is firm and clearly defined. Conditional proposals will not be accepted.
19. Proposer will list services and special considerations offered by their company with sales of services.
20. The County may, at its discretion, terminate the contract for default by the Contractor upon written notification to the Contractor, and when applicable, to the provider of the performance security. The notification shall give the Contractor and/or Security Provider at least ten (10) days notice and a reasonable opportunity to cure the alleged default. Default shall be defined as failure of the Contractor to perform any obligation under the Agreement. If at the expiration of the allotted ten (10) day notification period, no attempt has been made by either the Contractor and/or Security Provider to remedy the default, the County reserves the right to procure the services similar to those so terminated upon such terms and in such manner as the County deems appropriate and the Contractor and/or Security Provider shall be liable for any excess costs for the same.
21. In the hiring of employees and performance of work under this contract or any sub-contract hereunder, no Contractor, Sub-Contractor or any person acting on behalf of said Contractor or Sub-Contractor shall by reason of race, color, religion, gender, sexual preference/orientation, national origin, citizenship, age or physical/mental disability discriminate against any citizen of the County or the Commonwealth of Pennsylvania who is qualified and available to perform the work to which the employment relates. No Contractor or Sub-Contractor or any person on their behalf shall in any manner discriminate against or intimidate any employee hired for the performance of work under this contract by reason of race, color, religion, gender, sexual preference/ orientation,

national origin, citizenship, age or physical/mental disability.

22. Any questions related to this proposal solicitation must be submitted in writing or email no later than **3:00 P.M., November 30, 2012**. The County will not respond to oral questions or questions that are received after the aforementioned deadline. Questions should be addressed to, **David Pettinato at pettinatod@lackawannacounty.org**.

**REQUEST FOR PROPOSALS
PROPOSAL NUMBER 319-12-1**

II. CONTENT OF PROPOSALS AND REQUIRED SUBMITTALS

1. All proposals must be typed or neatly completed in pen. Any erasures or other changes in the Proposal unit prices or total price must be explained or noted over the signature of the Proposer and failure to do so may result in the rejection of your Proposal.
2. All proposals shall contain sections which organize the information that Proposers are required to submit, as provided below. Each section shall be clearly delineated with quick reference dividers.
3. The first section of the proposal shall contain information on the services to be provided by the Proposer relative to the services to be provided under this Request for Proposals. The successful Proposer shall demonstrate that it has the capability to provide the services required herein for the duration of the term of the contract.
4. The second section of the Proposal shall contain a completed copy of each of the following in the order list: 1) the non-collusion affidavit, 2) the price proposal sheet, 3) the signature sheet, 4) the Proposal security, and 5) a statement which clearly identifies any and all deviations or exceptions that the Proposer may be taking to the Request for Proposals.
5. The third section of the Proposal shall contain information relative to the availability of the insurances and performance bond required by the Invitation to Proposal, as set forth in Exhibit "B" attached hereto.
6. The fourth section of the Proposal shall contain any additional information that the Proposer believes is relevant and should be considered by the County of Lackawanna. This may include, but is not limited to, a qualification statement demonstrating Contractor's experience in similar jobs.

**REQUEST FOR PROPOSALS
PROPOSAL NUMBER 319-12-1**

III. SPECIFICATIONS FOR APPLIANCES

1. GENERAL SCOPE

The specifications and drawings for the materials, equipment, service and/or construction are attached hereto as Exhibit A

2. INSURANCE

The successful Proposer shall maintain, through the duration of the Agreement, insurance coverage as required by this Request for Proposals. Refer to Exhibit B

3. AWARD

The County reserves the right to award multiple contracts to separate and distinct companies in order to insure the availability of disposal capability at all times. The successful Proposer(s) will be required to enter into an Agreement substantially in the form of agreement attached hereto. Any and all deviations or exceptions to the provisions of the Agreement shall be clearly identified in section four (4) of the proposal. Failure to disclose any deviations or exceptions to these specifications may result in the forfeiture of the Proposal security. Any such deviations or exceptions shall be taken into account during the evaluation process and in any subsequent negotiations. Material deviations or exceptions may result in rejection of the proposal. All decisions regarding the acceptance or rejection of proposals shall be in the sole discretion of the County.

Labor Classification _____	Hourly Rate _____
Labor Classification _____	Hourly Rate _____
Labor Classification _____	Hourly Rate _____
Labor Classification _____	Hourly Rate _____

Attached are _____ sheets indicating Voluntary Alternates of Substitutions per the requirements of the Instructions to Proposers (State “NONE” if none are utilized).

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V. SIGNATURE SHEET

ATTEST/WITNESS:

BY: _____
(Signature of Witness)

COMPANY NAME

BY: _____
(Signature of an Authorized Representative)

(Print Name as Signed Above)

ADDRESS

TELEPHONE

DATE

**REQUEST FOR PROPOSALS
PROPOSAL NUMBER 319-12-1**

VI. CHECK LIST FOR PREPARING PROPOSALS

1. Do you understand all terms and conditions of the Request for Proposals/
2. Are you certain you can provide the services that you Proposal on and deliver them on schedule?
3. Has every question been answered? Has the proposal form been proofread to make certain no typing errors, corrections or erasures exist? **(Alterations and erasures can cause a proposal to be rejected).**
4. Are you taking any exceptions to the provisions set forth in the Request for Proposal? If so, you must clearly identify your deviations or exceptions to the Request for Proposals in section two (2) of your proposal, or your proposal cannot be considered responsive and is subject to rejection. **(Material deviations or exceptions can cause a proposal to be rejected).**
5. Have computations of the contract price been checked and rechecked? Has the price quoted been verified as accurate and complete?
6. Has consideration been given to likely market conditions during the period in which performance will occur under the contract terms? Have all pricing escalations been considered in your proposal?
7. Does the proposal contain sections which organize the required information, where each section is clearly delineated with quick reference dividers?
8. Is the proposal accompanied by the required Proposal security and is it located in section two (2) of your Proposal?
9. Is the proposal accompanied by the required Non-Collusion Affidavit (Blank Enclosed) and is it located in section two (2) of your proposal?
10. Is the proposal accompanied by the Signature Sheet, signed by a person authorized to sign for your company, and located in section two (2) of your proposal?
11. Is the proposal accompanied by the required Cost Sheet, and is it located in section two (2) of your proposal?
12. Will the proposal be sealed, marked with the Request for Proposal number and addressed to: Board of Commissioner's Office, 200 Adams Ave 6th Floor, Scranton PA 18503.

13. Will the proposal be mailed in plenty of time with sufficient postage? Or delivered by messenger or in person? (If mailed, it is a good idea to have it registered so you have a record of the date it was sent).

14. Will the proposal contain one (1) original and three (3) copies? Did you retain a copy?

-End-

**REQUEST FOR PROPOSALS
PROPOSAL NUMBER 319-12-1**

**EXHIBIT A
SPECIFICATIONS AND DRAWINGS**

See Project Manual for List of Documents and Drawings

**REQUEST FOR PROPOSALS
PROPOSAL NUMBER 319-12-1**

**Exhibit B:
Insurance Requirements**

The Contractor (or Successful Proposer) shall procure and maintain during the life of the Contract (until final payment has been issued) all of the insurance's with the coverage's and amounts as shown below and shall be responsible for procuring or having his subcontractors procure the required insurances of subcontractors in the same coverages and amounts as his own insurances, from an insurance company or companies properly licensed and satisfactory to the Owner. Only an Insurance Company having at least an "A-" Policyholders rating with a financial class size of X or better as listed in the most recently published A. M. Best and Company Insurance Guide, will be considered acceptable. The Contractor and Subcontractor will retain the responsibility for loss or damage of their own or rented property or property of their employees of whatever kind and nature, including but not limited to tools, equipment, forms, scaffolding, canvasses, tarpaulins, mixer, and temporary structures including contents. Refer to requirements under AIA 201 General Conditions.

A. GENERAL PROVISIONS

- a. In accordance with the Agreement, Contractor shall, for the protection and benefit of Owner, Project Financier, Project Developer and Contractor, procure, pay for and maintain in full force and effect, at all times during the performance of the work until final acceptance of the work or for such duration as required, policies of insurance set forth in Section 2, in form and substance acceptable Owner.
- b. All policies set forth in Section 2 shall be issued by a responsible carrier or carriers (i) acceptable to Owner, (ii) licensed to do business in the State of Pennsylvania and (iii) with a rating, according to the most recent edition of Best's Insurance Guide, of not less than A-X. Unless Owner consents in writing, all insurance procured by Contractor under or pursuant to this Exhibit shall be written on an occurrence basis. Owner consents to Contractors' pollution liability and professional liability being on claims made form.
- c. If Contractor or any subcontractor desires additional coverage, higher limits of liability or other modifications to insurance coverage set forth in this Exhibit for its own protection, Contractor or such subcontractor shall be responsible for the acquisition and cost of the additional protection.
- d. Contractor hereby agrees to deliver to Owner, within ten (10) days of the date of the Agreement and prior to any equipment or personnel being brought onto the site of the work or the Project site, Certificates of Insurance and certified copies

of all insurance policies and coverage being requested herein in form and substance satisfactory to Owner evidencing the required coverage with limits not less than those specified in Section 2. The coverage afforded under any insurance policy obtained under or pursuant to Section 2 shall be primary to any valid and collectible insurance carried separately by any of the required additional insured's. Further, all policies and Certificates of Insurance shall expressly provide that no less than sixty (60) days prior written notice shall be given to Owner in the event of adverse material alteration, cancellation or non-renewal of the coverage evidenced by such Certificate of Insurance, except notice of cancellation for failure to pay any required premium which shall be furnished no less than ten (10) days prior to any such cancellation.

- e. In no event shall any failure of Owner to receive certificates of insurance required under Section 2 hereof or to demand receipt of such certificates of insurance prior to Contractor commencing the work required under or pursuant to the Agreement be construed as a waiver of the Contractor's obligations to obtain insurance pursuant to this Exhibit. The obligation of Contractor to procure and maintain any insurance required by this Exhibit is a separate responsibility of Contractor and independent of the duty to furnish a certificate of insurance of any such insurance policies.
- f. If Contractor fails to purchase and maintain, or require to be purchased and maintained, any insurance required under Section 2, the Owner may, but shall not be obligated to, upon five (5) days' written notice to Contractor, purchase such insurance on behalf of Contractor and shall be entitled to be reimbursed by Contractor upon demand or to set-off against any payments thereafter due Contractor the amount of purchasing such insurance.
- g. When any required insurance, due to the attainment of a normal expiration date or renewal date, shall expire, Contractor shall supply Owner with Certificates of Insurance that clearly evidence the continuation of all coverage in the same manner, limits of protection and scope of coverage as was provided by the previous policies. All renewal and replacement policies shall be (i) in form and substance satisfactory to Owner, (ii) written by carriers acceptable to Owner and (iii) satisfy all requirements set forth in this Section 1 for the initial carrier.
- h. Contractor shall cause each subcontractor, vendor or supplier to procure and maintain insurance coverage in accordance with the requirements of this Exhibit, but with limits of liability as deemed appropriate by Contractor.

B. Workmen's Compensation and Workers' Occupational Disease. Worker's compensation limits of coverage shall be as required by law in the Commonwealth of Pennsylvania. This shall include coverage for all persons whom the Contractor may employ directly or through subcontractors in carrying out the work described in this contract. Current Statutory limits represent below shall not

limit a Contractor's responsibility to increase those limits should there be a change in statutory limits of the Commonwealth of Pennsylvania.

- a. Bodily Injury by accident \$100,000 per accident
- b. Bodily Injury by disease \$ 100,000 per employee; \$ 500,000 Aggregate
- c. **Employer's Liability: Employees that are not covered by workers' compensation act the limit will be \$3,000,000.00**

C. **Occurrence Form Comprehensive General Liability or Owner's Protective Liability Insurance** for Bodily Injury and Property Damage including General Coverage, Broad Form Property Damage (including completed operations), Explosion, Collapse, Demolition and Wrecking, Elevators and Underground hazards, and Contractual Liability assumed in the contract documents, Personal Injury Liability and Independent Contractor's protective products completed and operations liability. All excess insurance utilized to reach specified and required insuring limits must specifically state that said coverage follows form with the underlying coverage's and be so represented on all Certificates of insurance demonstrating Additional Insured status of indemnified parties. The Owner, the County and the Architect shall be included as an Additional Insured using an ISO – Owners, Lessees or Contractors (Form B), ISO Form # CG 20-10, Edition Date 11/85 or similar wording. An original endorsement must be supplied to the Owner prior to authorization being granted to proceed with the work as specified in the contract. The existence of this endorsement must also be noted on the Certificate of Insurance. The Comprehensive General Liability Insurance shall include completed operations insurance. In addition, contractor shall maintain such completed operations insurance for at least two years after final payment and furnish The Owner and the County with evidence of continuation of such insurance at final payment and one year thereafter; with limits not less than stated below:

~~D. Construction above or below grade level or deemed to be "High Risk" by The Owner. "High Risk" would normally be applied to primary/general contractors that are involved with significant underground, excavation, elevated construction and/or demolition activities or as otherwise dictated by the scope of work and contract amount. Designation of "High Risk" will only be determined by the County and its consultants.~~

- ~~a. Deductible Retentions
 - ~~i. \$25,000 maximum for all coverages~~~~
- ~~b. Bodily Injury Liability Including Personal:
 - ~~i. \$10,000,000. Each occurrence~~
 - ~~ii. 10,000,000 Project Specific Aggregate~~~~
- ~~c. Property Damage Insurance:
 - ~~i. \$10,000,000 each occurrence~~
 - ~~ii. \$10,000,000 Project Specific Aggregate~~~~
- ~~d. Owners Protective (The requirement for General Liability Insurance can be waived by the Owner or its designee agent if owner protective liability Insurance is provided on an~~

~~occurrence form. It is important to note that the substitution of Owners Protective Liability Insurance coverage does not relieve the contractor or subcontractor for responsibility for any and all indemnified exposures to Additional Insureds required to be indemnified by this project.~~

- ~~i. \$10,000,000 each occurrence~~
- ~~ii. \$10,000,000 Project Specific Aggregate~~

~~e. **Comprehensive Auto Liability (All Projects)** for bodily injury and property damage arising out of owned, non-owned and hired vehicles.~~

- ~~i. \$1,000,000 Combined Single Limit per occurrence~~

~~f. **Errors and Omissions Insurance / Professional Liability coverage (when specified and required).** To cover the exposure to claims arising out of the rendering or failure to render of a professional service. Claims made or occurrence forms acceptable at same limits required for GL coverage requiring the same Occurrence and Aggregate Limits based on project difficulty and risk. Project specific coverage requirement is waived for coverage. Requirements for maintaining insurance past project completion remains consistent with specified requirements on GL coverage.~~

~~**E. Construction at Grade Level or deemed to be “Medium Risk” by The Owner.** “Medium Risk” would normally be applied to primary/general contractors that are involved with minor underground, excavation, and/or demolition activities or as otherwise dictated by the scope of work and contact amount. Designation of “Medium Risk” will only be determined by the County and its consultants.~~

- ~~a. Deductible Retentions~~
 - ~~i. \$25,000 maximum for all coverages~~

- ~~b. Bodily Injury Liability Including Personal~~
 - ~~i. \$ 5,000,000 each occurrence~~
 - ~~ii. \$ 5,000,000 Project Specific Aggregate~~

- ~~c. Property Damage Insurance:~~
 - ~~i. \$5,000,000 each occurrence~~
 - ~~ii. \$5,000,000 Project Specific Aggregate~~

~~d. Owners Protective (The requirement for General Liability Insurance can be waived by The Owner or its designee agent if owner protective liability Insurance is provided on an occurrence form. It is important to note that the substitution of Owners Protective Liability Insurance coverage does not relieve the contractor or subcontractor for responsibility for any and all indemnified exposures to Additional Insureds, required to be indemnified by this project.~~

- ~~i. \$5,000,000 each occurrence~~
- ~~ii. \$5,000,000 Project Specific Aggregate~~

~~e. **Comprehensive Auto Liability (All Projects)** for bodily injury and property damage arising out of owned, non-owned and hired vehicles.~~

- ~~i. \$1,000,000 Combined Single Limit per occurrence~~

~~f. **Errors Omissions Insurance / Professional Liability coverage (when specified and required).** To cover the exposure to claims arising out of the rendering or failure to render of a professional service. Claims made or occurrence forms acceptable at same limits required for GL coverage requiring the same Occurrence and Aggregate Limits based on project difficulty and risk. Project specific coverage requirement is waived for coverage. Requirements for maintaining insurance past project completion remains consistent with specified requirements on GL coverage.~~

F. Conventional Activities or deemed to be “Low Risk” by The Owner. “Low Risk” would normally be applied to primary/general contractors whose major role could be described as service and/or installation of product. Low Risk would also depend on the complexity and difficulty of said installation or as otherwise dictated by the scope of work and contact amount. Designation of “Low Risk” will only be determined by the County and it’s consultants.

- a. Deductible Retentions
 - i. \$10,000 maximum for all coverages
- b. Bodily Injury Liability Including Personal
 - i. \$2,000,000 each occurrence
 - ii. \$2,000,000 Project Specific Aggregate

- c. Property Damage Insurance:
 - i. \$2,000,000 each occurrence
 - ii. \$2,000,000 Project Specific Aggregate

d. Owners Protective (The requirement for General Liability Insurance can be waived by The Owner or its designee agent if owner protective liability Insurance is provided on an occurrence form. It is important to note that the substitution of Owners Protective Liability Insurance coverage does not relieve the contractor or subcontractor for responsibility for any and all indemnified exposures to additional Insureds required to be indemnified by this project.

- i. \$2,000,000 each occurrence
- ii. \$2,000,000 Project Specific Aggregate

e. **Comprehensive Auto Liability (All Projects)** – for bodily injury and property damage arising out of owned, non-owned and hired vehicles.

- i. \$1,000,000 Combined Single Limit per occurrence

- f. **Error and Omissions Insurance / Professional Liability coverage.** – To cover the exposure to claims arising out of the rendering or failure to render of a professional service. Claims made or occurrence forms acceptable at same limits required for GL coverage requiring the same Occurrence and Aggregate Limits based on project difficulty and risk. Project specific coverage requirement is waived for coverage. Requirements for maintaining insurance past project completion remains consistent with specified requirements on GL coverage.

G. **Pollution Liability Insurance.** This insurance requirement will be determined by County and it's consultants on a case by case basis.

- i. \$1,000,000 each occurrence, minimum
- ii. \$2,000,000 Project Specific Aggregate, minimum
- iii. Maximum deductible \$50,000, or as determined by County.

H. ADDITIONAL INSUREDS

- a. Contractor shall cause the Owner, Stadium Owner, SWB Yankees and its agents, Mandalay Baseball and its agents, NY Yankees and its agents, Butz Construction, and the Commonwealth of Pennsylvania to be named as Additional Insureds on all applicable policies of insurance (including all Ownership entities); All Owner's Consultants (Owner's Consultants) including but not limited to: (TBD). Additional Insured's under Contractor's Automobile/General Liability policy and Umbrella Liability policy, if any. Contractor's policies shall be primary and non-contributory for the benefit of the Additional Insureds and on ISO Form CG20101185 or equivalent in coverage. Products/Completed Operations coverage shall be continued for a minimum of two years after the work is completed. ISO Form to be indicated on the certificate of insurance.

-END-

**REQUEST FOR PROPOSALS
PROPOSAL NUMBER 319-12-1**

**EXHIBIT C
FORM OF AGREEMENT**

BETWEEN

SUCCESSFUL PROPOSER

AND

THE COUNTY OF LACKAWANNA

AIA 101 and AIA 201

**REQUEST FOR PROPOSALS
PROPOSAL NUMBER 319-12-1**

**EXHIBIT D
NON-COLLUSION AFFIDAVIT**

Contract/Proposal No. _____

State Of: _____ :

_____ ,

County Of: _____ :

I state that I am _____ of _____,
(Title) (Firm)

and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this Proposal.

I state that:

1. The price(s) and the amount of this Proposal have been arrived at independently and without consultation, communication or agreement with any other contractor, Proposer or potential Proposer.
2. Neither the price(s) nor the amount of this Proposal, and neither the approximate prices(s) nor approximate amount of the Proposal, been disclosed to any other firm or person who is a Proposer or potential Proposer, and they will not be disclosed before Proposal opening.
3. The Proposal of my firm is made in good faith and not pursuant to agreement or discussion with, or inducement from any firm or person to submit a complementary or other noncompetitive Proposal.
4. _____, its affiliates, subsidiaries, , directors, and employees are not

currently under investigation by any government agency and have not in the last four years been convicted or found liable for any act by State or Federal Law in any jurisdiction, involving conspiracy or collusion with respect to Proposing on any public contract, except as follows:

I state that _____,
(Firm)

my firm understands and acknowledges that the above responsibilities are material and important, and will be relied on by the County of Lackawanna in awarding the contract(s) for which this Proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the County of the true facts relating to the submission of proposals for this Contract.

(Name and Company Position)

SWORN TO AND SUBSCRIBED BEFORE

ME THIS ____ DAY OF _____, 20__.

My Commission Expires:

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this Proposal. According to the Pennsylvania Anti-Proposal-Rigging Act, 73 P.S. §§ 1611 et seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with Proposals.

2. This Non-Collusion Affidavit must be executed by the member, officer or employee of the Proposer who makes the final decision on prices and the amount quoted in the Proposal.

3. Proposal rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of Proposals are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry as necessary, of all other persons employed by or associated with the Proposer with responsibilities for the preparation, approval or submission of the Proposal.

4. In the case of a Proposal submitted by a joint venture, each party to the venture must be identified in the Proposal documents, and an Affidavit must be submitted separately on behalf of each party.

5. The term "complementary Proposal" as used in the Affidavit has the meaning commonly associated with that term in the Proposing process, and includes the knowing submission of Proposals higher than the Proposal of another firm, any intentionally high or noncompetitive Proposal, and any other form of Proposal submitted for the purpose of giving a false appearance of competition.

6. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the Proposal.

-End-