

**ALLEGHENY COUNTY SANITARY AUTHORITY
PITTSBURGH, PENNSYLVANIA
CONTRACT DOCUMENTS**

**INCLUDING
LEGAL NOTICE
BIDDING DOCUMENTS
INFORMATION FOR BIDDERS
GENERAL CONTRACT CONDITIONS
CONTRACT AGREEMENT
BONDS, CERTIFICATES, AND STATEMENTS
SPECIFICATIONS**

FOR

**CONTRACT NO. 1809
SITE DEMOLITION CONTRACT III**

MAY 2025

MEMBERS OF THE BOARD:

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REP. EMILY KINKEAD
SYLVIA C. WILSON
DARRIN KELLY
HARRY READSHAW
PATRICK J. CATENA
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**ARLETTA SCOTT WILLIAMS
EXECUTIVE DIRECTOR**

**MICHAEL D. LICHTÉ, P.E.
DIRECTOR OF REGIONAL CONVEYANCE**

**ALLEGHENY COUNTY SANITARY AUTHORITY
PITTSBURGH, PENNSYLVANIA
CONTRACT DOCUMENTS**

For

CONTRACT No. 1809

SITE DEMOLITION CONTRACT III

MAY 2025

APPROVED FOR ADVERTISEMENT:



Michael Lichte, P.E.
Director, Regional Conveyance



Joseph Sparbanie, P.E.
Project Engineer III



Kathy Chavara, P.E.
Senior Vice President



ALLEGHENY COUNTY SANITARY AUTHORITY

LEGAL NOTICE

CONTRACT NO. 1809

SITE DEMOLITION CONTRACT III

Sealed Bids for **CONTRACT NO. 1809–SITE DEMOLITION CONTRACT III** shall be received at the Engineering Department office of the Allegheny County Sanitary Authority, 3300 Preble Avenue, Pittsburgh, PA, 15233, until **10:00 A.M., Prevailing Time, Thursday, June 26, 2025**, and then shall be **Publicly Opened** and read via **Microsoft Virtual Teams Meeting**. A **Pre-Bid Meeting** will be held via **Microsoft Virtual Teams Meeting** on **Thursday, June 5, 2025, at 10:00 A.M., Prevailing Time**. A site meeting will be held at **10:00 A.M. on Tuesday, June 10, 2025**, at the intersection of Ella & Shingiss Streets within the Borough of McKees Rocks.

ALCOSAN encourages businesses owned and operated by minorities and women to submit bids on Authority Contracts or to participate as subcontractors or suppliers to successful Bidders. Successful Bidders are to use minority and women's businesses to the fullest extent possible.

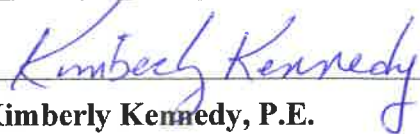
Contract Documents may be examined and obtained at the Engineering office of the Authority. A non-refundable fee of **One hundred dollars (\$100) (no cash or credit cards will be accepted)** will be charged for each set of Contract Documents received. Bid Security shall be furnished by providing with the Bid a Certified Check or Bid Bond in the amount of **10%** of the Bid Price. **Contract documents must be purchased directly from ALCOSAN to qualify as an eligible bidder.**

Any questions regarding the **Technical Specifications** of the Bidding Documents should be directed to **Joseph Sparbanie, P.E., Project Engineer III, ALCOSAN**, via email at Joseph.sparbanie@alcosan.org.

Any questions regarding the **Purchase of Contract Bidding Documents** should be directed to **Collin Keller, ALCOSAN**, via email at Contract.clerks@alcosan.org.

The Authority reserves the right to reject any or all bids, to waive any informality in any bid and to accept any bid should it be deemed in the interest of the Authority to do so.

ALLEGHENY COUNTY SANITARY AUTHORITY



Kimberly Kennedy, P.E.
Director of Engineering and Construction

May 21, 2025

ALLEGHENY COUNTY SANITARY AUTHORITY PITTSBURGH, PENNSYLVANIA

CONTRACT 1809 SITE DEMOLITION CONTRACT III

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ARTICLE 1
BIDDING DOCUMENTS

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BID FORM

This Bid is submitted to the Allegheny County Sanitary Authority, herein called the Owner or the Authority, acting through its Chairman, which advertised for sealed bids for **CONTRACT NO. 1809 – SITE DEMOLITION CONTRACT III** by:

Bidder's Name and Address: Independent Enterprises, Inc.
5020 Thoms Run Road
Oakdale, PA 15071
Attn.: Jack S. Cargnoni

Telephone Number: (412) 221-3435 Facsimile Number: (412) 221-4430

The undersigned as Bidder, hereinafter referred to as the Contractor or Bidder, declares that the only parties interested in this Bid as Principals are named herein; that this Bid is made without collusion with any other person, firm or corporation; that no officer or agent of the Authority is directly or indirectly interested in this Bid; that it has carefully examined the annexed form on the Contract Agreement and all accompanying Contract Documents and it proposes and agrees that, if its Bid is accepted, it shall contract with the Authority in the language of the Contract Agreement to supply the necessary materials and equipment and to perform the necessary work for **CONTRACT NO. 1809 – SITE DEMOLITION CONTRACT III** within ninety **(180) calendar days** after receiving from the Authority the Notice of Award of the Contract, and the Notice to Proceed, and that they shall complete the work required by the Contract Documents including the Reference Drawings, and Specifications, in its entirety in the manner and under the conditions required at the prices listed as follows:

NOTE: Prices shall be either in ink or typewritten in both figures and words. In case of a discrepancy between the price written in words and the price written in figures, the price written in words will govern.

Unit Price Work:

Bidder proposes to accept as full payment for the Unit Price Work proposed herein the amounts computed under the provisions of the Bidding Documents and based on the following unit price amounts, it being expressly understood that the unit prices are independent of the exact quantities involved. Bidder agrees that the unit prices represent a true measure of the labor, materials, and services required to furnish and install the item, including all allowances for overhead and profit for each type and unit of Work called for in these Bidding Documents.

Bidders are advised that the Authority reserves the right to have all, a portion, or none of the unit price work completed during **CONTRACT NO. 1809**.

Owner: ALCOSAN	IEI			6/26/25
Engineer: Owner				10:00
Estimate:				Thursday

ALCOSAN - SITE DEMO CONTRACT III CN 1809

CONTRACT NO. 1809
SITE DEMOLITION CONTRACT III

ITEM	DESCRIPTION	Qty	UNIT	UNIT PRICE	TOTAL PRICE
GENERAL WORK					
1	Mobilization, Bonds and Insurance (Not to Exceed 5% of Total Bid	1	LS	50000	\$50,000.00
2	Contractor Required Permitting	1	LS	\$25,000.00	\$25,000.00
3	Traffic Control	1	LS	\$10,000.00	\$10,000.00
4	Erosion & Sedimentation Controls	1	LS	\$30,000.00	\$30,000.00
5	Demolition of Structures	1	LS	\$800,000.00	\$800,000.00
6	12" Diameter VCP Combined Sewer Lining	1	LS	\$25,000.00	\$25,000.00
7	Utility Terminations	1	LS	\$25,000.00	\$25,000.00
8	O06A Electrical Concrete Pads	1	LS	\$50,000.00	\$50,000.00
CONTINGENT WORK					
C.9	Traffic Control, Off-Duty Police Officer	40	MAN	\$85.00	\$3,400.00
C.10	Traffic Control, Flagperson	960	MAN	\$90.00	\$86,400.00
C.11	Exploratory Excavation	50	CY	\$90.00	\$4,500.00
C.12	Approved Aggregate	590	CY	\$45.00	\$26,550.00
C.13	Spreading, Grading, and Compaction of Approved Clean Fill from	75	CY	\$25.00	\$1,875.00
C.14	Flowable Backfill, PennDOT Type C or D for Subsurface Building	10	CY	\$400.00	\$4,000.00
C.15	Excavated Material Testing, Removal & Off-Site Disposal –	250	TON	\$300.00	\$75,000.00
C.16	Excavated Material Testing, Removal & Off-Site Disposal –	125	TON	\$300.00	\$37,500.00
C.17	Pavement Milling	165	SY	\$20.00	\$3,300.00
C.18	Temporary Cold Patch Bituminous Pavement	45	TON	\$125.00	\$5,625.00
C.19	Permanent Bituminous Pavement Restoration (All Types)	40	TON	\$180.00	\$7,200.00
C.20	Concrete Paving Base and Brick Pavement Replacement	100	SY	\$220.00	\$22,000.00
C.21	Concrete Deep Curb	200	LF	\$100.00	\$20,000.00
C.22	Concrete Sidewalk	200	SY	\$200.00	\$40,000.00
C.23	Vegetation Trimming and Reseeding	3130	SY	\$27.50	\$86,075.00
C.24	4" Topsoil, Fertilizing, Seeding, and Vegetative Stabilization	550	SY	\$25.00	\$13,750.00
C.25	Concrete Barriers	5	EACH	\$400.00	\$2,000.00
C.26	12" Combined Sewer Point Repair	1	LS	\$20,000.00	\$20,000.00
C.27	Televising With a Locator as Directed by the Owner	4	HR	\$550.00	\$2,200.00
C.28	Additional Testing, Containment, and Removal of Miscellaneous	40,0	\$	\$1.00	\$40,000.00
C.29	Miscellaneous Work for a Full-Time Crew	20	CREW HR	\$650.00	\$13,000.00
	TOTAL COST Contract No. 1809 – Site Demolition Contract III				\$1,529,375.00

The Authority is exempt from the payment of Commonwealth of Pennsylvania Selective Sales and Use Tax. The Bidder should disregard such tax in calculating its Bid.

It is understood that the Authority reserves the right to waive any informality in or reject any or all Bids and to withhold the awarding of the Contract for **sixty (60) calendar days** after the date set for the opening of the Bids.

If this Bid is accepted by the Authority, and the undersigned shall fail to enter into a formal Contract as aforesaid, within **ten (10) calendar days** (not including Sunday or a legal holiday) from the date of receipt of notice from the Authority to the undersigned, at the address given herewith, that the Contract is ready for signature, then the Authority may procure the required **CONTRACT NO. 1809 – SITE DEMOLITION CONTRACT III** from others.

The undersigned Bidder agrees that the Contract, if awarded to the Bidder, shall be entered into, under and pursuant to the laws of the Commonwealth of Pennsylvania and shall in all respects be construed in accordance with the laws of said Commonwealth.

Should the Bidder change the wording of the language employed in the Contract Documents including the Bid so as to alter, modify or change the Contract Documents in any degree or manner the Authority may at its discretion reject the Bid or accept it with the changes. The same applies to any letter, printed form or other document inserted in the Contract Documents accompanying the Bid. The successful Bidder shall be legally bound to comply strictly with the provisions of the Authority's Contract Documents exactly as accepted by the Authority.

(CORPORATION COMPLETE THIS PAGE)

Independent Enterprises, Inc. is a corporation organized and existing
under the laws of Pennsylvania with principal place of business at
5020 Thoms Run Road Oakdale, PA 15071 and, if a
(Street Address) (City, State and Zip Code)

non-Pennsylvania corporation [has] / [has not] been granted a certificate of authority to do business
in Pennsylvania, as required by the Pennsylvania Business Corporation Law of 1988, approved
December 21, 1988, P.L. 1444, as amended, 15 Pa. C.S.A. §§ 4101 et seq.

ATTEST:

James G Cargnoni Secretary
(Signature of Certifying Officer)

Date: June 26, , 2025

Independent Enterprises, Inc.

(Name of Corporation)

Jack S. Cargnoni
(Signature of Authorized Officer)

Jack S. Cargnoni
(Typed name of Authorized Officer)

(AFFIX CORPORATE SEAL)

(The corporation shall make certain that the secretary or assistant secretary certifies the
official character and authority of the person or persons executing this Bid for the Contractor
according to the form attached hereto. In lieu of such certificate, attach to the Bid copies of the
records of the corporation that show the official character and authority of the officer signing. The
records shall be duly certified to be true copies by the secretary or assistant secretary under
corporate seal.)

CORPORATION COMPLETE THIS PAGE

Independent Enterprises, Inc. is a corporation organized and existing under the laws of Pennsylvania with principal place of business at 5020 Thoms Run Road Oakdale, PA 15071
 (Street Address) (City, State and Zip Code)

and, if a non-Pennsylvania corporation [has] / [has not] been granted a certificate of authority to do business in Pennsylvania, as required by the Pennsylvania Business Corporation Law of 1988, approved December 21, 1988, P.L. 1444, as amended, 15 Pa. C.S.A. " 4101 et seq.

ATTEST: Independent Enterprises, Inc.
 (Name of Corporation)
(Signature of Certifying Officer) (Signature of Authorized Officer)
James G Cargnoni Secretary
 Date: June 26, 2025
Jack S. Cargnoni President
 (Typed name of Authorized Officer)

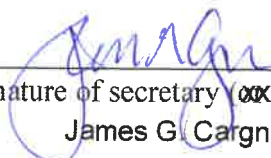
(AFFIX CORPORATE SEAL)

- * The corporation shall make certain that the secretary or assistant secretary certifies the official character and authority of the person or persons executing this Bid for the Contractor according to the form attached hereto. In lieu of such certificate, attach to the Bid copies of the records of the corporation, that show the official character and authority of the officer signing. The records shall be duly certified to be true copies by the secretary or assistant secretary under corporate seal.

**CORPORATION COMPLETE THIS PAGE
CERTIFICATE AS TO CORPORATE OFFICER**

I, James G. Cargnoni, certify that I am
[secretary]/~~assistant secretary~~ of the corporation executing the within Bid; that
Jack S. Cargnoni who signed the said Bid; on behalf of the
corporation was then President of said corporation; that
I know his signature and his signature thereto is genuine; and that said Bid was duly signed,
sealed and attested for and in behalf of said corporation by authority of its governing body.

Dated: June 26,, 2025


(Signature of secretary ~~or assistant secretary~~)
James G. Cargnoni

(AFFIX CORPORATE SEAL)

PARTNERSHIP COMPLETE THIS PAGE

_____ is a partnership trading under a fictitious or assumed name and [has] / [has not] registered under the Fictitious Names Act of Pennsylvania, namely, the Act of December 16, 1982, P.L. 1309, as amended, 54 Pa. C.S.A. " 301 et seq.

(Fictitious or assumed name)

WITNESS:

(Partner trading as above) *(SEAL)

(Partner trading as above) *(SEAL)

Date: _____, 20__

(Street Address)

(City, State and Zip Code)

* If the executing party is a partnership, the document must be signed in the name of the partnership by at least two general partners, and the names and addresses of all the partners must be listed on the attached Certificate. The partnership must also attach Certificate of registration under the provisions of the Fictitious Names Act.

**PARTNERSHIP COMPLETE THIS PAGE
CERTIFICATE AS TO PARTNERSHIP**

I, a partner of _____, the partnership named as Contractor in the within Bid, certify that the following are the names and addresses of all the partners of said partnership:

(Name)

(Name)

(Address)

(Address)

(City, State and Zip Code)

(City, State and Zip Code)

(Name)

(Name)

(Address)

(Address)

(City, State and Zip Code)

(City, State and Zip Code)

Date: _____, 20__

(Signature of Certifying Partner)

**INDIVIDUAL COMPLETE THIS PAGE
(WHEN THE PRINCIPAL IS AN INDIVIDUAL DOING BUSINESS UNDER
A FIRM NAME)**

_____ is an individual trading under a fictitious or assumed name and [has] / [has not] registered under the Fictitious Names Act of Pennsylvania, namely, the Act of December 16, 1982, P.L. 1309, as amended, 54 Pa. C.S.A. " 301 et seq.

WITNESS:

(Fictitious or assumed name)

By: _____(SEAL)
(Individual Doing Business as Above)

Date: _____, 20__

(Street Address)

(City, State and Zip Code)

**(WHEN THE PARTY IS AN INDIVIDUAL DOING BUSINESS IN HIS/HER
INDIVIDUAL NAME)**

WITNESS:

(Individual Name)

By: _____(SEAL)
(Individual)

Date: _____, 20__

(Street Address)

(City, State and Zip Code)

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we Independent Enterprises, Inc.
5020 Thoms Run Road, Oakdale, PA 15071, as
Arch Insurance Company
Principal, and Three Parkway, Suite 1500, Philadelphia, PA 19102, a corporation duly organized
under the laws of the State of Missouri, as Surety, are held and firmly bound unto the
Allegheny County Sanitary Authority, herein called the "Authority", its attorneys,
successors or assigns in the sum of Ten Percent of Amount Bid Dollars (\$10%) lawful money
of the United States of America, for payment of which sum well and truly to be made, we
bind ourselves, our heirs, legal representatives, successors and assigns, jointly and
severally, firmly by these presents.

WHEREAS, the Principal has submitted the accompanying Bid for **CONTRACT
No. 1809 – SITE DEMOLITION CONTRACT III**

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS
SUCH, that (1) if the Principal shall not withdraw said Bid within the period specified in
the Information for Bidders, and shall within the period therein specified therefor [or, if
no time is specified, within ten (10) calendar days (not including Sundays or Legal
Holidays) after the prescribed forms are presented to it for execution] enter into a written
Contract with the Authority in accordance with the Bid as required, for the faithful
performance of such Contract and for the payment of labor and materials and execute and
deliver to the Authority all bonds and other instruments required to be executed and
delivered by the Principal in accordance with the Contract Documents, or (2) in the event
of the unauthorized withdrawal of said Bid, or the failure to enter into such Contract and
give such bonds within the time specified and execute and deliver to the Authority all
bonds and other instruments required to be executed and delivered by the Principal in
accordance with the Contract Documents, if the Principal shall pay the Authority the
difference between the amount specified in said Bid and the amount for which the
Authority may procure the required work or supplies or both, if the latter amount be in
excess of former together with all other loss, damage or expense suffered by the Authority
thereby, then, in either such case, the above obligation shall become void and of no effect;
otherwise it shall remain in full force and effect.

Said Surety, for value received, hereby stipulates and agrees that the obligation of said Surety under this Bond shall in no way be impaired or affected by an extension of the time within which said Bid may be accepted and said Surety does hereby waive notice of any such extension.

Said Surety agrees that its liability hereunder shall be absolute regardless of any liability of the Principal hereunder whether by reason of any irregular or unauthorized execution of or failure to execute this Bond or otherwise.

This Bond is entered into, under and pursuant to the laws of the Commonwealth of Pennsylvania and shall in all respects be construed in accordance with the laws of said Commonwealth.

IN WITNESS WHEREOF, the above parties have executed this instrument under their several seals this 26th day of June, 2025, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

SURETY COMPLETE THIS PAGE

Arch Insurance Company
(Corporate Surety)

Three Parkway, Suite 1500
(Street Address)

Philadelphia, PA 19102
(City, State and Zip Code)

ATTEST:


Destiny Jamieson, Witness

By: Charles McCabe *
(Signature)

Charles McCabe, Attorney-in-Fact
(Title)

Date: June 26, 2025

(AFFIX CORPORATE SEAL)

- * The Surety should attach to the Bid Bond a currently certified Power of Attorney which should be dated, sealed and executed by a live (not facsimile) signature showing that the person signing the Bid Bond for the Surety has the current authority to do so.

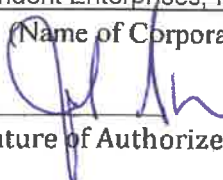
CORPORATION COMPLETE THIS PAGE

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and existing under the laws of Pennsylvania with principal place
of business at 5020 Thoms Run Road, Oakdale, PA 15071
(Street Address) (City, State and Zip Code)

and, if a non-Pennsylvania corporation [has] / [has not] been granted a certificate of
authority to do business in Pennsylvania, as required by the Pennsylvania Business
Corporation Law of 1988, approved December 21, 1988, P.L. 1444, as amended, 15 Pa.
C.S.A. " 4101 et seq.

ATTEST:


(Signature of Certifying Officer)
James G. Cargnoni, Secretary
Date: June 26, 2025

Independent Enterprises, Inc.
(Name of Corporation)

(Signature of Authorized Officer)
Jack S. Cargnoni, President
(Typed Name of Authorized Officer)

(AFFIX CORPORATE SEAL)

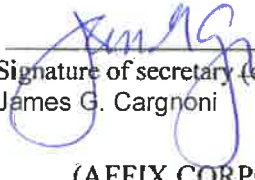
* The corporation shall make certain that the secretary or assistant secretary
certifies the official character and authority of the person or persons executing
this Bid Bond for the Principal according to the form attached hereto. In lieu
of such certificate, attach to the Bid Bond copies of the records of the
corporation, that show the official character and authority of the officer signing.
The records shall be duly certified to be true copies by the secretary or assistant
secretary under corporate seal.

**CORPORATION COMPLETE THIS PAGE
CERTIFICATE AS TO CORPORATE OFFICER**

I, James G. Cargnoni, certify that I am
[secretary]/[~~assistant secretary~~] of the corporation executing the within Bid Bond; that
Jack S. Cargnoni who signed the said Bid Bond; on
behalf of the corporation was then President of said
corporation; that I know his signature and his signature thereto is genuine; and that said
Bid Bond was duly signed, sealed and attested for and in behalf of said corporation by
authority of its governing body.

Independent Enterprises, Inc.

Dated: June 26, 2025



Signature of secretary (or assistant secretary).
James G. Cargnoni

(AFFIX CORPORATE SEAL)

PARTNERSHIP COMPLETE THIS PAGE

_____ is a partnership trading
under a fictitious or assumed name and [has] / [has not] registered under the Fictitious
Names Act of Pennsylvania, namely, the Act of December 16, 1982, P.L. 1309, as
amended, 54 Pa. C.S.A. " 301 et seq.

(Fictitious or assumed name)

WITNESS:

(Partner trading as above) *(SEAL)

(Partner trading as above) *(SEAL)

Date: June 26, 2025

(Street Address)

(City, State and Zip Code)

* If the executing party is a partnership, the document must be signed in the name
of the partnership by at least two general partners, and the names and addresses
of all the partners must be listed on the attached Certificate. Principal must also
attach Certificate of registration under the provisions of the Fictitious Names
Act.

**PARTNERSHIP COMPLETE THIS PAGE
CERTIFICATE AS TO PARTNERSHIP**

I, a partner of _____, the partnership
named as Contractor in the within Bid Bond, certify that the following are the names and
addresses of all the partners of said partnership:

(Name)

(Name)

(Address)

(Address)

(City, State and Zip Code)

(City, State and Zip Code)

(Name)

(Name)

(Address)

(Address)

(City, State and Zip Code)

(City, State and Zip Code)

Date: June 26 _____, 20 25 _____

(Signature of Certifying Partner)

**INDIVIDUAL COMPLETE THIS PAGE
(WHEN THE PRINCIPAL IS AN INDIVIDUAL DOING BUSINESS UNDER
A FIRM NAME)**

_____ is an individual
trading under a fictitious or assumed name and [has] / [has not] registered under the
Fictitious Names Act of Pennsylvania, namely, the Act of December 16, 1982, P.L. 1309,
as amended, 54 Pa. C.S.A " 301 et seq.

WITNESS:

(Fictitious or assumed name)

By: _____ (SEAL)
(Individual doing business as above)

(Street Address)

Date: June 26 _____, 2025

(City, State and Zip Code)

**(WHEN THE PARTY IS AN INDIVIDUAL DOING BUSINESS IN HIS/HER
INDIVIDUAL NAME)**

WITNESS:

(Individual Name)

By: _____ (SEAL)
(Individual)

(Street Address)

Date: June 26 _____, 2025

(City, State and Zip Code)

**INDIVIDUAL COMPLETE THIS PAGE
(WHEN THE PRINCIPAL IS AN INDIVIDUAL DOING BUSINESS UNDER
A FIRM NAME)**

_____ is an individual
trading under a fictitious or assumed name and [has] / [has not] registered under the
Fictitious Names Act of Pennsylvania, namely, the Act of December 16, 1982, P.L. 1309,
as amended, 54 Pa. C.S.A " 301 et seq.

WITNESS:

(Fictitious or assumed name)

By: _____ (SEAL)
(Individual doing business as above)

(Street Address)

Date: June 26 _____, 2025

(City, State and Zip Code)

**(WHEN THE PARTY IS AN INDIVIDUAL DOING BUSINESS IN HIS/HER
INDIVIDUAL NAME)**

WITNESS:

(Individual Name)

By: _____ (SEAL)
(Individual)

(Street Address)

Date: June 26 _____, 2025

(City, State and Zip Code)

CONSENT OF SURETY

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of \$1.00, lawful money of the United States of America, the receipt whereof is hereby acknowledged, paid the undersigned corporation, and for other valuable consideration, the

Arch Insurance Company

organized and existing under the laws of the State of Missouri and licensed to do business in the State of Pennsylvania certifies and agrees, that if contract for Contract No. 1809 - Site Demolition Contract III

for Allegheny County Sanitary Authority

is awarded to Independent Enterprises, Inc. the undersigned Corporation will execute the bond or bonds as required of the contract documents and will become Surety in the full amount set forth in the contract documents for the faithful performance of all obligations of the Contractor.

Signed and Sealed this 26th day of June , 2025 .

Arch Insurance Company


Charles McCabe, Attorney-in-Fact



COMMONWEALTH OF PENNSYLVANIA
INSURANCE DEPARTMENT

CERTIFICATE OF AUTHORITY

Casualty

Effective Date: April 1, 2025

ARCH INSURANCE COMPANY

NAIC NO. 11150

HAS COMPLIED WITH THE REQUIREMENTS OF THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA RELATING TO ADMISSION IN SAID COMMONWEALTH FOR THE PURPOSE OF TRANSACTING INSURANCE BUSINESS IN PENNSYLVANIA AND THAT THE ABOVE NAMED COMPANY IS HEREBY AUTHORIZED TO TRANSACT THE BUSINESS OF:

Accident and Health 40 P.S. s 382(c)(2)

Auto Liability 40 P.S. s 382(c)(11)

Boiler and Machinery 40 P.S. s 382(c)(5)

Burglary and Theft 40 P.S. s 382(c)(6)

Credit 40 P.S. s 382(c)(7)

Elevator 40 P.S. s 382(c)(9)

Fidelity and Surety 40 P.S. s 382(c)(1)

Glass 40 P.S. s 382(c)(3)

Inland Marine and Physical Damage 40 P.S. s 382(b)(2)

Livestock 40 P.S. s 382(c)(10)

Mine and Machinery 40 P.S. s 382(c)(12)

Ocean Marine 40 P.S. s 382(b)(3)

Other Liability 40 P.S. s 382(c)(4)

Personal Property Floater 40 P.S. s 382(c)(13)

Property and Allied Lines 40 P.S. s 382(b)(1)

Water Damage 40 P.S. s 382(c)(8)

Workers Compensation 40 P.S. s 382(c)(14)

FOR THE YEAR ENDING MARCH 31, 2026 IN ACCORDANCE WITH ITS CHARTER AND IN CONFORMITY WITH THE LAWS OF SAID COMMONWEALTH OF PENNSYLVANIA.



IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL, THE DATE AND YEAR FIRST ABOVE WRITTEN.

Michael Humphreys
INSURANCE COMMISSIONER

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Charles McCabe, John R. Waite, Jr., Vincent Giorgio and William L. Rushton of Lansdale, PA (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding One Hundred Fifty Million Dollars (\$150,000,000.00). This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

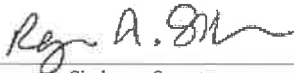
This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on August 31, 2022, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"**VOTED**, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on August 31, 2022:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on August 31, 2022, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. **In Testimony Whereof**, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 2nd day of May, 2024.

Attested and Certified



Regan A. Shulman, Secretary

STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS

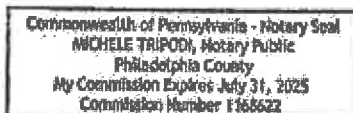


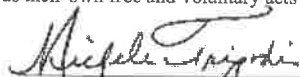
Arch Insurance Company



Stephen C. Ruschak, Executive Vice President

I, Michele Tripodi, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.



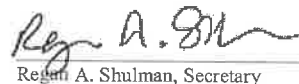


Michele Tripodi, Notary Public
My commission expires 07/31/2025

CERTIFICATION

I, **Regan A. Shulman**, Secretary of the Arch Insurance Company, do hereby certify that the attached **Power of Attorney dated May 2, 2024** on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 26th day of June, 2025.



Regan A. Shulman, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance – Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102



To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com. Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.

ARCH INSURANCE COMPANY
STATEMENT OF FINANCIAL CONDITION
DECEMBER 31, 2024

Assets

Cash & Cash Equivalents in Banks	175,754,117
Bonds owned	7,485,879,345
Stocks	956,862,153
Premiums in course of collection	1,406,595,498
Accrued interest and other assets	1,957,852,150
Total Assets	<u>\$ 11,982,943,263</u>

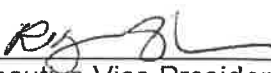
Liabilities

Reserve for losses and adjustment expenses	\$4,026,358,684
Reserve for unearned premiums	2,547,334,728
Ceded reinsurance premiums payable	1,430,834,505
Amounts withheld or retained by company for account of others	158,863,371
Reserve for taxes, expenses and other liabilities	1,152,110,034
Total Liabilities	\$9,315,501,322
Surplus as regards policyholders	<u>2,667,441,941</u>
Total Surplus and Liabilities	<u>\$11,982,943,263</u>

By:


Executive Vice President, Chief
Financial Officer and Treasurer

Attest:


Executive Vice President,
General Counsel and Secretary

State of New Jersey)

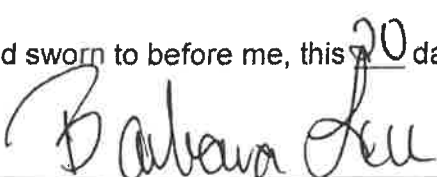
) SS

County of Hudson)

Thomas James Ahern, Executive Vice President, Chief Financial Officer and Treasurer and
Regan Abby Shulman, Executive Vice President, General Counsel and Secretary being duly sworn,
of ARCH INSURANCE COMPANY, Missouri; and that the foregoing is a true and correct
statement of financial condition of said company, as of December 31, 2024.

Subscribed and sworn to before me, this 20 day of March 2025

Notary Public



Barbara A Lee
NOTARY PUBLIC
State of New Jersey
ID # 50107758
My Commission Expires 6/27/2029

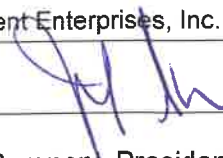
**CERTIFICATE OF MINORITY AND
WOMEN'S BUSINESS ENTERPRISE PARTICIPATION**

CONTRACT NO. 1809 – SITE DEMOLITION CONTRACT III

The undersigned Bidder certifies that they have read and understand the Information for Bidders Section entitled "Minority and Women's Business Enterprise and Labor Surplus Area Policy", and further understand and agree to the minority participation goal applicable to this Contract and shall strive to expend from ten to twenty-five percent (10-25%) of the total cost of the Contract for minority and women's business enterprise participation.

The Bidder further certifies that they understand that they are required to submit, as part of their Bid, a specific proposal indicating the manner in which it will attempt to comply with this requirement.

Failure of the Bidder to attempt to comply with these conditions or failure to submit with the Bid the proposal described above, or failure to sign and submit this Certificate with the Bid may disqualify the Bid as being nonresponsive.

Name of Bidder Independent Enterprises, Inc.
Signed 
Title Jack S. Cargnoni, President
Date June 26, 2025

ALLEGHENY COUNTY SANITARY AUTHORITY

Failure to complete this form and submit it with bid will be sufficient cause for rejection of bid.

Note: Each sheet must be returned.

SOLICITATION AND COMMITMENT STATEMENT					
MINORITY (MBE) AND FEMALE (WBE) OWNED BUSINESS ENTERPRISES					
CONTRACT NO.	NAME OF BIDDER	ADDRESS		PHONE	
1809	INDEPENDENT ENTERPRISES INC.	5020 THOMAS AVE RD. OAKDALE, PA. 15071		412-221-3435	
List below all MBE/WBE's that were solicited - whether or not a commitment was obtained -- Copy this form as necessary					
☒ MBE	☐ WBE	TYPE OF SUBCONTRACT WORK OR MATERIALS	DATE SOLICITED BY PHONE BY MAIL	COMMITMENT MADE YES (IF YES, GIVE DATE) NO	GIVE REASON(S) IF NO COMMITMENT MADE
COMPANY NAME MINNIPIELD		TRUCKING AND DEMOL.	☒		
ADDRESS 5005 SECOND AVE. PITTSBURGH, PA. 15207			QUOTE RECEIVED YES	☒	AMOUNT COMMITTED DOLLAR AMOUNT \$ 300,000.00
CONTACT PERSON JADELL MINNIPIELD PHONE 412 670-3641					PERCENT OF TOTAL BID 19 %
☐ MBE	☒ WBE	TYPE OF SUBCONTRACT WORK OR MATERIALS	DATE SOLICITED BY PHONE BY MAIL	COMMITMENT MADE YES (IF YES, GIVE DATE) NO	GIVE REASON(S) IF NO COMMITMENT MADE
COMPANY NAME RAE LYNN ENTERPRISE		TRAFFIC CONTROL	☒		
ADDRESS 15 CLARK AVE SPRING GARDEN, PA. 15686			QUOTE RECEIVED YES	☒	AMOUNT COMMITTED DOLLAR AMOUNT \$ 10,000.00
CONTACT PERSON MARSHALL OLSEN PHONE 724 478-2700					PERCENT OF TOTAL BID 1 %
☒ MBE	☐ WBE	TYPE OF SUBCONTRACT WORK OR MATERIALS	DATE SOLICITED BY PHONE BY MAIL	COMMITMENT MADE YES (IF YES, GIVE DATE) NO	GIVE REASON(S) IF NO COMMITMENT MADE
COMPANY NAME DLZ ENGINEERING		MATERIAL TESTING	☒		
ADDRESS 300 BURSICA DR. BRIDGEVILLE, PA. 15017			QUOTE RECEIVED YES	☒	AMOUNT COMMITTED DOLLAR AMOUNT \$ 7,500.00
CONTACT PERSON PHONE					PERCENT OF TOTAL BID 1 %

Prepared by: BRAD WOLFE

Title: COMPLIANCE MANAGER

Phone: 412-221-3435

NOTE: It is recommended that Certification and letters of intent for each MBE/WBE commitment accompany this Solicitation and Commitment Statement.

MBE/WBE SOLICITATION AND COMMITMENT STATEMENT

BIDDER'S FIRM: Independent Enterprises, Inc.

ADDRESS: 5020 Thoms Run Road Oakdale, PA 15071

TELEPHONE: (412) 221-3435

CONTACT PERSON: Jack S. Cargnoni, President

PROPOSAL AND BID FOR: Contract 1809 Site Demolition Contract III

LIST BELOW ALL CONTRACTS WITH THE ALLEGHENY COUNTY SANITARY AUTHORITY DURING THE PAST THREE YEARS AND THE MBE AND WBE PARTICIPATION OBTAINED					
CONTRACT TITLE	CONTRACT DATE	AMOUNT	% PARTICIPATION		COMMENTS
			MBE	WBE	
ALCOSAN 1813	01/2025	\$ 653,340.00			
ALCOSAN 1746	08/22/2024	\$2,248,050.00			
ALCOSAN 1724	08/2021	\$1,982,500.00			

Prepared by: Jack S. CargnoniTitle: President

MBE/WBE SOLICITATION AND COMMITMENT STATEMENT

Additional Information

The bidder presents the following as additional and supplemental information to its MBE/WBE Solicitation and Commitment Statement

Prepared by: Jack S. Cargnoni Title: President Phone: (412) 221-3435

Websites that provide certified MBE/WBE companies:

www.paucp.com

<http://mwdbe.Tri-logic.com>

Suzanne Thomas
ALCOSAN DBE Coordinator

(412) 732-8020



PRIME CONTRACTOR DISADVANTAGED BUSINESS ENTERPRISE (DBE) COMPLIANCE STATEMENT

CONTRACTOR NAME: INDEPENDENT ENTERPRISES INC.

GRANT/LOAN RECIPIENT NAME: ALLOSALL

CONTRACT NUMBER: 1809

Date of Initial Solicitation 6/20/2025 Date of Follow-up Solicitation 6/24/2025

Date of Search 6/03/2024 Counties Searched ALL 67 COUNTIES,

Solicited by ☒ email ☐ fax

Please submit the following items, along with this form, to the Grant/Loan recipient.

- ☐ Grant/Loan recipient has been provided copies of all documentation that supports the direct search for and solicitation of potential participation of DBE firms in the competitive process to be retained on file for review. This includes the documentation related to web searches, contact correspondence, and contact logs.
- ☐ Copies of any quotes received from DBE firms in response to solicitation efforts are attached.
- ☐ Contract Procurement Breakdown Form

As the owner for the above named company, I certify that the six good faith efforts have been performed in conformance with DBE regulations 40 CFR 33.301. All efforts have been properly documented as outlined in the DBE Guidance Document. All documentation has been supplied to the above named grant/loan recipient to be retained in accordance with applicable record retention requirements under the financial assistance agreement for the above named project. I understand that such documentation is subject to an audit review by the US Environmental Protection Agency or the Pennsylvania Department of Environmental Protection, Division of Technical and Financial Assistance to further ensure compliance. I understand that by signing this statement that the DBE regulations 40 CFR 33.105 include compliance and enforcement provisions to which the grant/loan recipient and sub-recipients are subject. I understand by signing this statement that the DBE regulations 40 CFR 33.302 include additional contract administrative requirements that I must comply with.

[Signature]
Signature of Owner

6/25/2025
Date

JACK S. CARGIONI
Printed Name of Owner

MAIL TO: Grant/Loan recipient

NON-COLLUSION AFFIDAVIT

State of Pennsylvania :

S.S.

County of Allegheny :

I state that I am President of
(Title)

Independent Enterprises, Inc. and that I am
(Name of Firm)

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

I further state that:

- (1) The price(s) and amount of this Bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.
- (2) Neither the price(s) nor the amount of this Bid, and neither the approximate price(s) nor approximate amount of this Bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before the bid opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this Bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- (4) My firm's Bid is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.

(5) Independent Enterprises, Inc.
(Name of Firm)

its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows (Either provide an explanation or type N/A if not applicable):

I state that Independent Enterprises, Inc.
(Name of Firm)

understands and acknowledges that the above representations are material and important, and will be relied on by:

THE ALLEGHENY COUNTY SANITARY AUTHORITY

in awarding the Contract(s) for which this Bid is submitted. I understand and my firm understands that any misstatement in this Affidavit is and shall be treated as fraudulent concealment from:

THE ALLEGHENY COUNTY SANITARY AUTHORITY

of the true facts relating to the submission of bids for this contract.

[Signature]
(Name and Company Position)
Jack S. Cargnoni President

SWORN TO AND SUBSCRIBED BEFORE ME

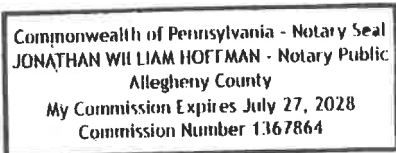
THIS 26 DAY of June, 2025

[Signature]

(Notary Public)

July 27, 2026

(My Commission Expires)



**CERTIFICATE OF COMPLIANCE WITH THE
PENNSYLVANIA STEEL PRODUCTS PROCUREMENT ACT**

This Certificate is supplied by Independent Enterprises, Inc.
("Contractor") to the Allegheny County Sanitary Authority ("ALCOSAN") this 26th day of
June, 2025

WITNESSETH:

WHEREAS, Contractor wishes to contract with ALCOSAN relative to **CONTRACT NO. 1809 – SITE DEMOLITION CONTRACT III** (the "Contract"); and

WHEREAS, The Pennsylvania Steel Products Procurement Act, 72 P.S. ' 1881 et. seq. ("Steel Procurement Act") requires that if a product contains foreign and United States steel, such product shall be determined to be a United States steel product only if at least 75% of the cost of the articles, materials, and supplies have been mined, produced or manufactured, as the case may be, in the United States; and

WHEREAS, Contractor has represented to ALCOSAN that any and all products Contractor will supply to ALCOSAN pursuant to the Contract will be United States steel products as defined in Steel Procurement Act and Contractor does and will in all fashion and manner comply with the Steel Procurement Act and the Contract in performance of the Contract.

NOW, THEREFORE, INTENDING TO BE LEGALLY BOUND HEREBY, Contractor does represent and promise to ALCOSAN as follows:

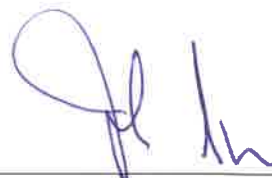
- 1 The above recitals are binding between the parties and are legally enforceable as if set forth in their entirety herein.
- 2 Contractor will, pursuant to the Contract, meet the definition of United States steel products as set forth in the Steel Procurement Act and will in all manner and fashion otherwise comply with the Steel Procurement Act and the Contract.
- 3 Contractor acknowledges that its representations and promises are a material consideration to ALCOSAN with regard to considering Contractor for and possibly awarding the Contract to Contractor.

4 Contractor does hereby promise to indemnify and save harmless the Authority, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorney's fees resulting from the breach of any representation, covenant or promise contained in this Certificate.

Intending to be legally bound hereby Contractor does hereby supply this Certificate the
26th day of, June 2025.

ATTEST:


James G Cargnoni Secretary


By: _____
Title: Jack S. Cargnoni President
Date: June 26, 2025

CONTRACTOR'S QUALIFICATIONS STATEMENT

Submitted by: Independent Enterprises, Inc. (A Corporation)
(A Partnership)
(An Individual)
Principal Office: 5020 Thoms Run Road Oakdale, PA 15071

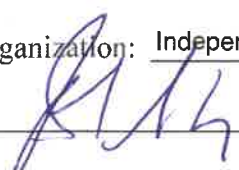
The signatory of this Qualifications Statement guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

1. How many years has your organization been in business under your present business name?
52 Years
2. How many years' experience does your organization have in this type of business?
52 Years
3. On a separate sheet, attached to this document, list the categories of work, by CSI Division Number and Title, that your organization will perform on this contract.
4. On a separate sheet, attached to this document, list the categories of work, by CSI Division Number and Title, that your organization will sub-contract out on this contract.
5. On a separate sheet, attached to this document, list major construction projects similar in nature to this project that your organization has in progress giving the name of project, owner, architect/engineer, contract amount, percent complete, scheduled completion date, and the percentage of the total cost of the work that your organization is performing.
6. On a separate sheet, attached to this document, list major construction projects similar in nature to this project that your organization has completed in the past five (5) years, giving the name of project, owner, architect/engineer, contract amount, percent complete, scheduled completion date, and the percentage of the total cost of the work that your organization is performing.
7. On a separate sheet, attached to this document, list the construction experience and current commitments of the key individuals of your organization.
8. On a separate sheet, attached to this document, describe any equipment that your firm has to perform manhole and sewer work.
9. If the answer is "yes" to any of the following three questions, please attach details.

- a. Has your organization ever failed to complete any work awarded to it? No
 - b. Are there any judgements, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers? No
 - c. Has your organization filed any lawsuits or requested arbitration with regard to construction contracts within the last five (5) years? No
10. Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:
- Current Assets (e.g. cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses)
 - Net Fixed Assets
 - Other Assets
 - Current liabilities (e.g. accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries, and accrued payroll taxes)
 - Other liabilities (e.g. capital, capital stock, authorized and outstanding shares par values, earned surplus, and retained earnings)
 - Name and address of firm preparing attached financial statement and date thereof.
11. Is the attached financial statement for the identical organization named on page one? Yes. If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g. parent-subsiary)

Dated: June 26, 2025

Name of Organization: Independent Enterprises, Inc.

By: 

Title: Jack S. Cargnoni President

Jack S. Cargnoni being duly sworn deposes and says that the information herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this date: June 26, 2025

Notary Public: [Signature]

My Commission Expires: July 27, 2028

Commonwealth of Pennsylvania - Notary Seal
JONATHAN WILLIAM HOFFMAN - Notary Public
Allegheny County
My Commission Expires July 27, 2028
Commission Number 1367864

CERTIFICATION OF SAFETY PROCEDURES COMPLIANCE

I, Jack S. Cargnoni, as President of
(Typed Name) (Title or Office)
Independent Enterprises, Inc., a Corporation,
(Name of Corporation/Partnership) (Type of Entity)

hereby certify that I have read and understand the Safety Procedure as enumerated in the Contract Provisions Section entitled "Compliance with Health, Safety and Environmental Laws" of **CONTRACT NO. 1809 – SITE DEMOLITION CONTRACT III** and that all Work will be conducted in accordance with OSHA standards and other applicable safety precautions.

Date: June 26, 2025

by: 
Jack S. Cargnoni President

ARTICLE 2
INFORMATION FOR BIDDERS

**ARTICLE 2
INFORMATION FOR BIDDERS**

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ATTACHMENT A LABOR STABILIZATION AGREEMENT

2.1 DEFINED TERMS

The terms used in this Information for Bidders have the meanings assigned to them in **Article 3**, General Contract Conditions (the "General Conditions").

Certain additional terms used in the Bidding Documents have the meanings indicated below which are applicable to both the singular and plural thereof.

- A. APPARENT LOW BIDDER is the responsible, responsive bidder whose bid as offered in the bid form represents the lowest total as determined by the Base Bid.
- B. BASE BID is the total of the Bid for the Lump Sum Work, plus the amount for any Unit Price Work if applicable. No consideration will be given to additive or deductive alternates or other credits in determining the Base Bid.
- C. BID refers to all materials, items and documents included in the Bidder's response to the Owner submitted pursuant to the Contract Documents.
- D. BIDDER is one who submits a Bid to the Owner as distinct from a sub-bidder, who submits a Bid to a Bidder.
- E. CONSENT DECREE is the legal Consent Decree as approved by ALCOSAN, United States Environmental Protection Agency (EPA), Commonwealth of Pennsylvania Department of Environmental Protection (PADEP), and the Allegheny County Health Department and entered on January 23, 2008.
- F. SUCCESSFUL BIDDER is the lowest, responsible and responsive Bidder to whom the Owner (on the basis of the Owner's evaluation as hereinafter provided) makes an award.

2.2 GENERAL

The information contained in this **Article 2** of the Contract Documents describes the proper form and method for submitting Bids and the accompanying security to the Allegheny County Sanitary Authority (hereinafter referred to as the "Owner") and provides certain general information regarding the award of the Contract.

Certain provisions throughout this Article may reference certain consultants retained by the Owner such as the Construction Manager, the Consulting Engineer or Final Design Consultant and the Engineering Program Manager and to certain of their duties and responsibilities. If any or all of the above-mentioned consultants are not retained for this Project, their duties and responsibilities shall, unless otherwise specified, be retained by the Director of Regional Conveyance ("Engineer") or the Engineer's written designee.

It is a condition to the Owner's evaluation of the Bid and possible award of the Contract that the Bidder carefully examine all of the Contract Documents and completely satisfy itself as to the nature and location of the Work and all Job Site conditions that may affect

performance of the Work. Submission of the Bid by the Bidder is a representation by the Bidder that it has satisfied itself with respect to the foregoing.

Unless all Bids are rejected, and except as otherwise provided by law, award will be made to the lowest responsive and responsible Bidder. The Owner reserves the right to award by item or on a total Lump Sum Price basis, whichever is deemed most advantageous to the Owner. In cases of discrepancies in prices, the unit price will be binding. In any discrepancy between words and figures, the words will take precedence. For Lump Sum Bids, which include an itemized breakdown, the low Bid will be based on the stated Lump Sum Price and the Owner is not required to consider the total value of the itemized breakdown.

The Contract Documents shall be interpreted, construed, and enforced in accordance with all applicable laws and regulations of the Commonwealth of Pennsylvania.

2.3 LOCATION AND DESCRIPTION OF WORK

The Work to be done as specified here in **CONTRACT NO. 1809 – SITE DEMOLITION CONTRACT III**, (referred to as the "Work") specifically includes the complete demolition of structures to grade on eleven parcels at the ALCOSAN O06A site and on three parcels including 74-M-28, 74-M-30, 74-M-31 (also known as the Hamilton Street Properties), and the subsequent site restoration, and hazardous material abatement.

Details of the scope of work can be reviewed in **Section 01 11 00** Summary of Work.

2.4 DESCRIPTION OF BID ITEMS

The following is a general description of the tasks to be completed under this Contract.

All perspective bidders are advised that access to the various sites is for information only, and the bidder should make any investigation necessary to satisfy himself/herself of the existing conditions. Furthermore, the successful bidder will be responsible for providing the means necessary to access the sites to accommodate his operations at no additional cost to the Owner.

ITEM NO. 1 – MOBILIZATION, BONDS AND INSURANCE

The amount for "MOBILIZATION/DEMOLIBILIZATION, BONDS AND INSURANCE" shall be bid on a LUMP SUM (LS) basis not to exceed 5% of the sum of the total base bid price for General Work Items No. 1 thru 8 and Contingent Work Items No. C.9 thru C.28. Mobilization/ Demobilization shall consist of costs associated with providing initial services required to mobilize for, commence work and demobilize on this project, as described in the Contract Documents. Associated costs include, but are not limited to, obtaining all required insurance and bonds; preparatory work and operations necessary for the movement of personnel, equipment, temporary facilities, supplies, labor and other incidentals to the work; preparation of construction schedules; sample reports; submittals; health and safety plan; and all other work which must be performed, or cost incurred prior to beginning work.

This item shall also include field survey of the project area, project management, submittals, shop drawings, project protection, and as-built record drawings.

Obtaining all required permits will be paid for under Bid Item No. 2.

Payment shall be LUMP SUM for the entire project. Measurement shall be based on the percentage of work completed.

ITEM NO. 2 – CONTRACTOR REQUIRED PERMITTING

This item will include all costs for obtaining all necessary permits to complete the work including, but not limited to those issued by the Department of Environmental Protection, the Allegheny County Health Department, the City of McKees Rocks, West View Water Utility, Peoples Gas and Columbia Gas.

Payment for this item will be made PER LUMP SUM.

ITEM NO. 3 – TRAFFIC CONTROL

This item shall include furnishing and maintaining signage and/or electronic Arrow Board Devices in accordance with PENNDOT Publications 408 and 203 and at locations required by the Contractor's approved Maintenance and Protection of Traffic (MPT) Plan, obstruction permit or designated by the Owner's Field Representative.

This item shall also include supplying and maintaining any and all signage, cones, barrels, channeling devices that are required to comply with the approved MPT plan.

Off-duty police officers and flaggers are not included in Bid Item No. 3 and will be paid for separately under Bid Item Nos. C.9 & C.10.

Payment for this item will be PER LUMP SUM.

ITEM NO. 4 – EROSION AND SEDIMENTATION CONTROLS

This item will include all labor, materials, and costs for furnishing, installing, and maintaining all necessary erosion and sedimentation controls as required for the extent of the work at each O06A and Hamilton Street Properties building demolition site. This includes, but is not limited to, those indicated in the contract drawings and specifications and those required by the Department of Environmental Protection.

Payment for this item will be made PER LUMP SUM.

ITEM NO. 5 – DEMOLITION OF STRUCTURES

This item will include all labor, material, and costs associated with complete demolition, removal, off-site disposal of all building and garage/shed structures, Type 2A aggregate

backfill over foundation and cracked basement slabs, and installation of a temporary retaining wall on Parcel No. 74-M-28 as indicated in the drawings and specifications.

This item includes lead and asbestos abatement, removal, and disposal as required to remove suspected lead and asbestos containing materials as outlined in the various asbestos and lead-based paint inspection reports included in the Contract Documents.

This item includes the removal and disposal of all trees, stumps and shrubs within the limits of demolition as indicated in the drawings.

Payment for the removal of existing sidewalk where new sidewalk is proposed will be included under Bid Item No. C.22.

Payment will be made PER LUMP SUM.

ITEM NO. 6 – 12” DIAMETER VCP COMBINED SEWER LINING

Work under this item shall include the CIPP lining of approximately 290’ of 12” VCP combined sewer between MH0288 and MH0325. This work includes all costs associated with light cleaning, pre-lining CCTV, post-lining CCTV, bypass pumping, dye testing in support of active lateral determination, lateral reinstatement of any confirmed active laterals (other than those being terminated as part of this contract), samples and performance of required material tests, and testing of lined pipe system.

Measurement and payment will be made PER LUMP SUM.

ITEM NO. 7 – UTILITY TERMINATIONS

This item will include all costs for the termination of the gas, communications, electric, sewer and water service and public utility lines at all project sites as indicated in the drawings and specifications.

Includes material, equipment, and labor to terminate water services per West View Water Utility standard details. Includes transitions couplings, ductile iron pipe, and all other materials required. Includes Contractor coordination with West View Water Utility Operations as noted on drawings with advanced notice to arrange for a West View Water inspector on site during the termination process.

Includes material, equipment, and labor to terminate sewer services per the sewer abandonment and sewer termination details shown on the Contract Plans and in accordance with the Borough of McKees Rocks and Allegheny County Health Department requirements. Includes caps, plugs, and all other materials required. Includes Contractor coordination with Borough of McKees Rocks and Allegheny County Health Department as noted on drawings with advanced notice to arrange for an Allegheny County Health Department inspector on site during termination process.

Includes furnishing all labor, materials and equipment necessary to perform all excavation related to utility terminations with the exception of work performed under the exploratory excavation and backfill pay item. This shall include all saw cutting, unclassified excavation, installation and removal of all sheeting, bracing, and shoring of trench and other utilities, trench dewatering, to all depths up to fifteen feet deep, that is required to perform utility terminations. Testing and disposal of excavated materials will be paid under Bid Item Nos. C.15 and/or C.16.

Includes coordination with Duquesne Light Company to arrange for the termination of electrical service as noted on drawings.

Includes coordination with Columbia Gas and Peoples Gas to verify the termination of gas service at each structure to be razed, prior to the start of demolition.

Includes coordination as needed with Verizon to verify termination of applicable services.

Backfill and restoration will be paid for under other items in the contract.

Payment will be made PER LUMP SUM.

ITEM NO. 8 – O06A ELECTRICAL CONCRETE PADS

Work under this item shall include all work to install the complete concrete electrical pads as shown on ORT-EL-000, O06A-EL-800, and O06A-EL-801. This includes all utility coordination, erosion and sedimentation controls, excavation, AASHTO No. 57 (PennDOT Type 2B) aggregate subbase and backfill around and beneath the pads, PennDOT Type 2A backfill in the ductbank trenches, clean fill (if required), grading, conduits and duct banks, concrete, reinforcement, grounding, bollards and other requirements shown on the electrical drawings.

Testing and disposal of excess excavated materials will be included under Bid Item Nos. C.15 and/or C.16.

Payment will be made PER LUMP SUM.

ITEM NO. C.9 – TRAFFIC CONTROL, OFF-DUTY POLICE OFFICER

This item shall include providing off-duty uniformed City of McKees Rocks Police Officers to direct and control traffic during construction as required by the approved Maintenance and Protection of Traffic Plan, obstruction permit or as required by the Owner's representative in the field.

Measurement for payment shall be based on 1) the actual number of man hours provided when the occurrence is greater than four hours; and 2) a value of four hours when the hours of service are four hours or less per occurrence.

Measurement and payment shall be based on the unit price PER MAN HOUR.

ITEM NO. C.10 – TRAFFIC CONTROL, FLAGPERSON

This item shall include providing a properly certified uniformed flag person in accordance with contract specifications, when required as a condition of permits, and/or as directed by the Owner or Construction Manager.

Measurement and payment shall be based on the unit price PER MAN HOUR for the time on site actively flagging.

ITEM NO. C.11 – EXPLORATORY EXCAVATION

Work under this item shall include furnishing all labor, materials and equipment to perform exploratory excavation and backfill required at test pit locations and any other locations directed in the field by the OWNER, including existing utilities in need of relocation by others. This shall include all sheeting, bracing and shoring, unclassified excavation, dewatering, erosion and sedimentation controls, dye testing, temporary sewer repair, aggregate and/or excavated earth backfill material, removal of shoring and placement and compaction of approved earth or aggregate backfill material as directed.

The testing and disposal of any excess excavated material that will be hauled off site is to be paid for under Bid Item Nos. C.15 and/or C.16.

Payment shall be at the unit price bid PER CUBIC YARD. Measurement shall be based on the field dimensions of excavated test pit areas.

ITEM NO. C.12 – APPROVED AGGREGATE

Work under this item shall include furnishing, placing, and compacting all approved coarse aggregate material in accordance with the specifications for the work areas. This item shall include all coarse aggregate backfill material (PennDOT 2A), placement and compaction of backfill material. This item shall include all required backfill of utility trenches and roadway subbase required to complete the work at each demolition site in accordance with the drawings and specifications.

The provision, placement and compaction of coarse aggregate backfill material (PennDOT Type 2A) in building foundations and abandoned basements is not included in Bid Item No. C.12 but will be included under the lump sum Bid Item No. 5.

The provision, placement and compaction of coarse aggregate backfill material (PennDOT Type 2A and AASHTO No. 57 (PennDOT Type 2B)) around and under the electrical pads is not included in Bid Item No. C.12 but will be included under the lump sum Bid Item No. 8.

Payment shall be made at the unit price bid PER CUBIC YARD.

ITEM NO. C.13 - SPREADING, GRADING, AND COMPACTION OF APPROVED CLEAN FILL FROM OFF-SITE SOURCES

Work under this item includes furnishing all labor, materials, and equipment to place, grade, and compact approved clean fill from off-site sources.

Payment shall be at the unit price bid per CUBIC YARD of restoration complete in place. Measurement shall be based on the field dimensions of the restored area.

ITEM NO. C.14 – FLOWABLE BACKFILL, PENNDOT TYPE C OR D FOR SUBSURFACE BUILDING VOIDS, AND VAULTS UNDER SIDEWALK

Work under this item includes formulating, furnishing, and placing an approved flowable fill material into locations as directed in the field. Work under this item shall include, but not be limited to, all equipment, labor, materials formulation cost, cement, fly-ash, fine aggregate, additives, plugs, temporary bulkheads, excavation, water fees, testing, and proper disposal of all unsuitable and surplus materials.

Payment will be made by the unit price bid per CUBIC YARD complete in place. Measurement shall be based on the volume of fill used.

ITEM NO. C.15 – EXCAVATED MATERIAL TESTING, REMOVAL & OFF-SITE DISPOSAL – RESIDUAL WASTE

Work under this item includes testing, removal, hauling, and disposal of excavated material associated with utility terminations, test pits, subsurface excavation for building demolition, electrical pads, and other excavation work as required on the contract drawings or as directed by the Owner or Owner's Field Representative. This item does not include disposal of building demolition debris or building foundation demo.

Included in this item are all costs associated with the stockpiling, sampling, testing, required permitting of excess excavated material as required for PADEP Form U Disposal of Waste, and requirements of the disposal facility classification.

Payment will be made by the unit price bid per TON of material removed from site.

ITEM NO. C.16 – EXCAVATED MATERIAL TESTING, REMOVAL & OFF-SITE DISPOSAL – HAZARDOUS WASTE

Work under this item includes testing, removal, hauling, and disposal of excavated material associated with utility terminations, test pits, subsurface excavation for building demolition, electrical pads, and other excavation work as required on the contract drawings or as directed by the Owner or Owner's Field Representative. This item does not include disposal of building demolition debris or building foundation demo.

Included in this item are all costs associated with the stockpiling, sampling, testing, required permitting and USEPA reporting of excess excavated material as required for PADEP Form U Disposal of Waste, requirements of the USEPA, and disposal facility.

It is the responsibility of the Contractor to determine which permits are required and to provide copies of such permits to ALCOSAN, prior to transporting any such wastes. All hazardous waste materials (including decontamination water) removed must be transported for offsite management at a USEPA permitted Treatment, Storage, and Disposal (TSD) facility.

Payment will be made by the unit price bid per TON of material removed from site.

ITEM NO. C.17 – PAVEMENT MILLING

Includes furnishing all labor, equipment, and material necessary to mill and clean the paved areas to the limits shown in the Contract Documents including applicable drawings. Milling shall be to a depth of up to 1.5 inches below finished grade and in accordance with the governing agency's (Borough of McKees Rocks, Allegheny County, PennDOT) specifications and requirements and as shown in the Contract Documents including applicable drawings. Work shall include saw cutting, milling, disposal of waste material, and cleaning of milled street or parking lot.

Work shall also include installing and maintaining traffic worthy temporary plating and asphalt paving, plus replacement or repair of damaged curb, covers, grates, frames, and boxes as directed.

Measurement shall be based on the square yards of paving area milled. Payment shall be based on the unit price bid PER SQUARE YARD.

ITEM NO. C.18 – TEMPORARY COLD PATCH BITUMINOUS PAVEMENT

Work under this item shall include providing and installing all temporary bituminous pavement disturbed by the work to match the existing pavement when required to restore pavement areas for temporary traffic use. All Cold Patch bituminous material shall be as supplied by the Contractor.

Work under this item shall also include tack coat and sealing materials. Work also includes maintenance of cold patch paving, and removal and hauling of cold patch material when final restoration takes place. The Contractor shall furnish his own equipment and labor to haul and place all materials. Duplicate load slips of bituminous material must be provided for each truck load and submitted to the Owner's field representative.

Measurement for payment of this item shall be in tons based on the unit weight of asphaltic cold patch material, the length and width of the pavement temporarily replaced, and the

existing pavement thickness. The work shall include matching all pavement replacement to existing grade.

Payment shall be based on the unit price bid PER TON.

ITEM NO. C.19 – PERMANENT BITUMINOUS PAVEMENT RESTORATION (ALL TYPES)

Work under this item shall include providing and installing Approved Permanent Asphalt Courses (Base course, leveling, binder, wearing, Superpave) as required by the applicable municipality or PENNDOT standard to match the existing pavement when required to restore pavement areas. All permanent bituminous material shall be supplied by the Contractor. Any supplier shall be an approved supplier to the municipality or PENNDOT.

Work under this item shall also include tack coat and sealing materials. Work also includes maintenance of permanent paving for 30 calendar days after restoration takes place. The Contractor shall furnish his own equipment and labor to haul and place all materials. Duplicate load slips of bituminous material must be provided for each truck load and submitted to the Construction Manager.

Measurement for payment of this item shall be in tons based on the unit weight of asphaltic material, the length and width of the pavement replaced, and the existing pavement thickness. The work shall include matching all pavement replacement to existing grade. Joint material and traffic zone paint to match existing are incidental to this item.

Payment shall be based on the unit price bid PER TON.

ITEM NO. C.20 – CONCRETE PAVING BASE AND BRICK PAVEMENT REPLACEMENT

Work under this item shall include furnishing all labor, equipment, and material necessary to restore brick pavement areas in accordance with Detail 2 shown on Sheet O06A-DM-400.

Measurement and payment shall be PER SQUARE YARD.

ITEM NO. C.21 – CONCRETE DEEP CURB

Work under this item includes the replacement of deep concrete curb in accordance with details shown in the Contract Documents and/or current Borough of McKees Rocks Construction Standards. Work under this item shall include but not be limited: removing existing curb. Saw or other cutting as needed; performing any required demolition, excavation and disposal of any unsuitable material; providing and installing all concrete in place, all steel reinforcement in place, dowel bars, mortar paste, expansion joints, broken stone drains; restoring all sidewalks disturbed or damaged during construction.

Payment will be made for the unit price per LINEAR FOOT of new deep curb installed.

ITEM NO. C.22 – CONCRETE SIDEWALK

Work under this item includes the replacement of concrete sidewalk in accordance with details shown in the Contract Documents and/or current Borough of McKees Rocks Construction Standards. Work under this item shall include but not be limited: removing existing sidewalk. Saw or other cutting as needed; performing any required demolition, excavation and disposal of any unsuitable material; providing and installing all concrete in place, all steel reinforcement in place, dowel bars, mortar paste, expansion joints, broken stone drains; restoring all sidewalks disturbed or damaged during construction.

Payment will be made for the unit price per SQUARE YARD of new sidewalk installed.

ITEM NO. C.23 – VEGETATION TRIMMING AND RESEEDING

Work under this item includes furnishing all labor, materials, and equipment to perform vegetative trimming, reseeding and placement of straw within the areas indicated on the post demolition site restoration plan.

Removal and disposal of trees, stumps and shrubs is not included in Bid Item No. C.23 but will be included in the lump sum Bid Item No. 5.

Payment shall be at the unit price bid per SQUARE YARD of restoration complete in place. Measurement shall be based on the field dimensions of the restored area.

ITEM NO. C.24 – 4 INCHES TOPSOIL, FERTILIZING, SEEDING, AND VEGETATIVE STABILIZATION

Work under this item includes furnishing all labor, materials, and equipment to finish grade, apply four inches of topsoil, seed, and vegetative stabilization of seeded areas. Vegetative stabilization includes straw or erosion control blanket based on finished grade slope requirements.

Payment shall be at the unit price bid per SQUARE YARD of restoration complete in place. Measurement shall be based on the field dimensions of the restored area.

ITEM NO. C.25 – CONCRETE BARRIERS

This item shall cover all expenses involved in procuring and installing 8'-0" length concrete traffic barriers manufactured to PennDOT specification.

Measurement and payment shall be based on the unit price PER EACH.

ITEM NO. C.26 – 12” COMBINED SEWER POINT REPAIR

Work under this item shall include furnishing all labor, equipment, and material necessary for an excavated repair to replace up to 10 linear feet of 12” VCP combined sewer with SDR-26 sewer pipe.

Includes all saw cutting, unclassified excavation, 12” SDR-26 sewer, transition couplings, aggregate pipe zone bedding and backfill within excavation width up to final grade, installation and removal of all sheeting, bracing, and shoring of trench and other utilities, and trench dewatering.

Testing and disposal of excavated materials will be paid under Bid Item Nos. C.15 and/or C.16. Restoration will be paid for under other items in the contract.

Payment for this item will be PER LUMP SUM.

ITEM NO. C.27 – TELEVISING WITH A LOCATOR AS DIRECTED BY THE OWNER

Work under this item shall include furnishing all labor, materials and equipment to locate buried structures through Televising with Locator in sewer lines of all sizes when directed by the Owner. This Item is used to locate buried manholes/lampholes and to locate the existing sewer pipeline where termination is to occur.

Measurement and payment of this item shall be PER HOUR.

ITEM NO. C.28 – ADDITIONAL TESTING, CONTAINMENT, AND REMOVAL OF MISCELLANEOUS HAZARDOUS MATERIAL AS APPROVED BY OWNER

Work under this item shall include the furnishing of all labor, equipment and materials to complete testing, removal and disposal of miscellaneous contaminated material as directed by Owner and as defined in the Hazardous Material Abatement Specification, including, but not limited to those materials listed in sections 3.5 through 3.10 of that specification. Containment and testing shall be in accordance with all applicable local and state codes.

Payment of this item shall represent Contractor’s cost for all labor, material, overhead, and profit associated with work performed under this allowance and will be paid for on a cost-reimbursable TIME AND MATERIALS basis. If final cost exceeds the allowance amount specified, then the overage will be added to final payment. If final cost is less than the allowance amount, then the cost differential will be subtracted from the final amount of the contract.

The Contractor shall include in his bid under this item \$40,000 to be utilized as an Allowance Item to address additional testing, containment, and removal of miscellaneous

hazardous material as approved by the Owner. This value has been inserted directly into the Bid Form for clarity.

ITEM NO. C.29 – MISCELLANEOUS WORK FOR A FULL TIME CREW

This item shall cover all expenses involved in having a crew of workers and equipment at a site performing miscellaneous work, not specified by other unit priced items, and as directed by the Owner.

If this item is used for time spent waiting by a crew as a result of actions by and directed by the Owner, the item shall cover all expenses involved in having a crew of workers and equipment at a site prepared to conduct work but unable to work due to circumstances outside of their control. Delays which are usual and a customary part of demolition work will not be paid for under this item and are considered incidental to the work. Measurement for payment shall be based on the actual number of hours spent performing the indicated work.

Payment shall be PER CREW HOUR for a full crew(s); labor and equipment cost for work and/or time spent on-site which is not defined by any other contract unit prices. A full crew is defined to consist of: foreman, front-end loader with operator, dump truck with operator, excavator with operator, two laborers, plus support work truck and hand tools.

2.5 BYPASS PUMPING

The CONTRACTOR, at any time, may be required to bypass pump using pricing in Bid Item 6, as directed to facilitate an inspection, repair or to mitigate a sewer overflow.

Bypass pumping (when applicable) - The contractor shall supply the pumps, conduits, and other equipment necessary to divert the flow of sewage around the pipe segment(s) and diversion chamber in which work is to be performed. The bypass system shall be of sufficient capacity to reduce the flows to acceptable levels. The contractor will be responsible for furnishing all necessary labor and supervision to set up and operate the bypassing system including provisions for traffic control, if required.

When flow in a sewer line is bypass pumped, sufficient precautions shall be taken by the contractor to protect the sewer lines from damage that might result from sewer surcharging. Further, precautions must be taken to ensure that sewer flow control operations do not cause flooding or damage to public or private property being served by the sewers involved. In no case shall bypass pumping of a line result in either a direct or indirect discharge from the sewer.

2.6 DEBRIS DISPOSAL

Debris from the work shall be disposed of at the following locations, or other locations approved by Owner:

- A. Allied Waste, Route 980, 11 Boggs Road, Imperial PA 15126. The landfill is open weekdays from 12:00 AM to 3:30 PM. Contact is Bernie Wilson and her number is (724) 695-0900.
- B. Waste Management, 600 Thomas Street, Monroeville PA 15146. Contact is Vicky Oakes and her phone number is (412) 824-0678.
- C. Kelly Run Sanitation, 1500 Hayden Blvd., Elizabeth, PA 15037. Contact is Jim Ambrose and his phone number is (412) 384-7569 (ext. 115)

Waste Disposal Manifests will be obtained from ALCOSAN.

2.7 SUBMISSION AND OPENING OF BIDS

Bids shall be submitted on the Bid Form which is attached hereto and shall state the proposed price of the Work (typewritten or in ink), both in words and in figures. Bids must be signed in ink. Bids that are not so priced and signed may be rejected.

The Bid must be submitted intact, sealed and delivered in the envelope which accompanied these Contract Documents, addressed to the Allegheny County Sanitary Authority, Director of Regional Conveyance, 3300 Preble Avenue, Pittsburgh, PA 15233. The Bidder's name and address shall be marked in the upper left-hand corner, and the words "**SEALED BID FOR CONTRACT NO. 1809 – SITE DEMOLITION CONTRACT III,**" shall be clearly marked in the lower left-hand corner of the sealed envelope. Hand delivered Bids shall be delivered to the Contract Clerks at the Owner's Engineering Department. The envelope shall also bear notation to clearly indicate all Addenda received by its identifying numbers and dates received. It is the responsibility of each Bidder to make sure that its Bid is received by the Owner prior to the date and time set for opening of the Bids. Upon Bidder's failure to comply with the foregoing, the Owner may treat the Bid as "nonresponsive" and return it to the Bidder unopened. Bids will be received at the office of the Owner until 10:00 A.M. prevailing time, on Thursday, June 26, 2025, at which time and place said Bids will be opened publicly and read aloud.

Bids must be firm. **If a Bid is submitted with conditions or exceptions or not in conformance with the terms and conditions of the Contract Documents, it may be rejected.** The Bid may also be rejected if the product or Work offered by the Bidder is determined by the Owner not to be in substantial conformance with the Contract Documents including the Specifications.

Bidder shall not detach and submit Bid pages separately but shall submit their Bids bound with the complete volume of Contract Documents, including all pages correctly assembled.

The Bid should be properly executed and accompanied by all Bonds, Certificates, Questionnaire Forms and other supporting information and documents, as described in the Bid Form.

2.8 SUPPLEMENTARY INFORMATION PACKAGE

- A. After the Bid opening, upon request of the Owner, the Apparent Low Bidder shall be required to submit, prior to the award of the contract, quadruplicate copies of a Supplementary Information Package as described in this Section. The request shall be made solely for the purposes of the Owner's evaluation and review of all proposed materials, equipment, and items of work and determination of conformance with the Contract Documents.
- B. The Supplementary Information Package shall include all such documentation as may be required elsewhere in the Contract Documents and all data and information deemed appropriate by the Bidder to completely describe its respective offering including but not necessarily limited to the following items:
 - 1. The information requested in the Information for Bidders **Section 2.27** entitled "Qualifications and Experience of Bidders."
 - 2. List of all Subcontractors, with information also demonstrating compliance with **Section 2.27** and this **Section 2.8**, as applicable.
 - 3. Listing of Proposed Construction Experience and Equipment.
 - 4. Qualifications and Licensures of the Engineering Professional conducting design and permitting services.
- C. Upon failure to provide all the supplemental information requested in the Contract Documents, the Owner may (at its discretion) treat the Bid as nonresponsive and the Bid may be rejected for this reason alone.

The Contractor shall clearly demonstrate his approach to cleaning prior to award.

2.9 SPARE PARTS AND SPECIAL TOOLS

This section is intentionally omitted from this Contract.

2.10 AWARD, CONTRACT EXECUTION AND NOTICE TO PROCEED

The Owner may reject all Bids. The Owner may, solely in its own discretion, award the Contract to the lowest responsive and responsible Bidder within **sixty (60) calendar days** from the date of Bid opening. A time extension may be made by the written mutual consent of the Owner and the Apparent Low Bidder.

All Bids will remain open for acceptance by Owner for **sixty (60) calendar days** after the Bid opening.

In the event a Bidder fails, refuses, or neglects to provide any requested information or documents within the time stated in the Contract Documents, the Owner will have the right to reject its Bid as nonresponsive.

The Notice to Proceed will be made by registered letter mailed to the Successful bidder and shall be effective the date of receipt of the mailing. The Owner will endeavor to issue

the Notice to Proceed within **ninety (90) calendar days** of the Bid opening and **thirty (30) calendar days** after the Contract is awarded. Any delays caused by the Successful Bidder's failure to provide any required documents within the specified time may, at the Owner's option, cause an equivalent number of days to be added to these timeframes. The Successful Bidder will commence performance immediately upon receipt of the Notice to Proceed. The Successful Bidder should not order any materials or equipment or make any financial commitments concerning this Contract until receiving the Notice to Proceed. Successful Bidders that do Work or prepare to do Work prior to receiving the Owner's Notice to Proceed are proceeding at their own risk.

2.11 CONTRACT DOCUMENTS

Contract Documents may be obtained at the office of the Allegheny County Sanitary Authority, 3300 Preble Avenue, Pittsburgh, PA 15233. A non-refundable fee of **\$100** (delivered by check or money order, no cash will be accepted) shall be required for each set of Contract Documents obtained. If the Owner is requested to mail the Contract Documents, the above fee as well as a check or money order or the like (no cash will be accepted) must be submitted to the Owner in advance to cover delivery charges ("Cost Advance"). In such case, delivery instructions must be included in the request and only the amount received in excess of the **\$100** fee will be applied to delivery charges. If the Cost Advance is insufficient, the Bidder should anticipate that the Owner will not transmit the Contract Documents. No part of the Cost Advance will be refunded.

Submission of a Bid constitutes a representation by the Bidder to the Owner that the Bidder has reviewed the Contract Documents in their entirety and has analyzed all applicable provisions, terms, conditions and sections and related information in preparation of its Bid. This representation is a material inducement for the Owner's consideration of the Bidder for this Contract.

2.12 "OR-EQUAL" ITEMS

Whenever a product is defined in the Contract documents by trade name and catalogue number of a manufacturer or vendor, the term "or-equal," if not inserted therewith, shall be implied. Any reference to a particular manufacturer's product either by trade name or by limited description is solely for the purpose of more clearly indicating the minimum standard of quality desired, except where a "no substitute" is requested. When a "no substitute" is requested, the Owner will consider Bids for the referenced product only. The term "or-equal" is defined as meaning any other make which, in the sole opinion of the Owner, is of such character, quality and performance equivalence as to meet the standard of quality and performance of the products specified and is such that offering the "or-equal" will not, in the Owner's opinion, constitute a change of the Project.

2.13 ALTERNATE ITEMS

Alternates are optional and are not in lieu of furnishing a Base Bid for the actual Work specified. During the Bid review procedure, the Alternate will not be considered in determining the low responsive, responsible Bidder. The review of the Bids will be based

upon the specified Work. The Owner may, but need not, analyze the Alternate for acceptability until after the award of the Contract. The decision of the Owner with regard to the acceptability shall be final.

2.14 QUESTIONS REGARDING CONTRACT DOCUMENTS/ERRORS

In general, no answer will be given to prospective Bidders in reply to an oral question if the question involves an interpretation of the intent or meaning of the Contract Documents, or the equality or use of products other than those designated or described in the Contract Documents. Any information received by Bidders other than by means of the Contract Documents or by Addenda, as described herein, is given informally, for the information and convenience of the Bidder only and is not guaranteed, is without legal effect and may not be used to bind or otherwise obligate the Owner. The Bidder agrees that such information shall not be used as a basis of, nor will the giving of any such information entitle the Bidder to assert, any claim or demand against the Owner.

To receive consideration, any question, inquiry or request for interpretation or clarification shall be submitted to the Construction Manager in writing, at least **ten (10) calendar days** prior to the advertised date for receipt of Bids. The Owner will review all such questions or requests and may issue Addenda, which will become a part of the Contract Documents, to provide interpretation, clarification or to answer issues or questions so raised which, in the opinion of the Owner, require formal responses. Copies of all Addenda will be delivered or sent, prior to the advertised date for receipt of Bids, to all prospective Bidders known to have received the Contract Documents. Addenda will be delivered by messenger or sent by certified mail, return receipt requested, to prospective Bidders or their designated agents, at the addresses given by them. At its option, the Owner may transmit Addenda by facsimile.

If any alleged errors are noted in the Contract Documents, Bidder should immediately notify, in writing, the Construction Manager and, if confirmed, Addenda will be sent to all prospective Bidders known to have received the Contract Documents.

2.15 REFERENCE INFORMATION

All information given in the Reference Information or in the Contract Documents relating to existing conditions is from the sources presently available to the Owner. All such information is furnished for the information and convenience of Bidders and is not guaranteed. All prospective Bidders agree that as a condition for Owner's review of its Bid that said information shall not be used as a basis for asserting any claims or demands against the Owner. It is understood by all prospective Bidders that they shall be responsible for determining the exact conditions prior to bidding and that they shall not be compensated for what they may feel is extra work because of their failure to discover conditions they could have discovered upon investigation.

2.16 BIDDERS TO INVESTIGATE

Bidders are required to submit their Bids upon the following express conditions which will apply to and be deemed a part of every Bid received:

- A Bidders must satisfy themselves, by personal examination of the Job Site and by such other means as may be necessary or helpful as to the actual and exact conditions existing, the character and requirements of the Work and the difficulties attendant upon its execution and analyze all laws and regulations which may affect the Work. On written advance request, the Construction Manager will provide each Bidder reasonable access to the Job Site to conduct such explorations and tests (at Bidder's own expense) for submission of a Bid. Bidder shall fill all holes, clean up, and restore the Job Site to its former condition upon completion of such explorations.
- B If any discrepancies should be found between existing conditions and the Contract Documents, prospective Bidders shall report these discrepancies to the Construction Manager for clarification prior to submitting a Bid. Failure of the Bidder to recognize Job Site conditions that affect the Work shall not be considered sufficient cause for an increase in the Contract Price.
- C The submission of a Bid will constitute an incontrovertible representation of Bidder that Bidder has and will comply with every term, condition and requirement of the Contract Documents and that the Contract Documents are sufficient in scope to convey all terms, conditions and requirements for performance and furnishing of the Work.

2.17 APPROXIMATE ESTIMATE OF QUANTITIES

Any estimate of quantities of Work to be done and Materials to be furnished in these Contract Documents is an approximation and is given only as a basis of calculation upon which to determine the lowest Bidder. The Owner does not assume any responsibility for the quantities. The Bidder specifically agrees not to plead misunderstanding or deception because of such estimates, or of the character of Work or location, or other condition pertaining thereto.

By executing this contract, Contractor agrees that:

- A Quantities. The quantities given on the contract plans or in the supplemental specifications for the various items of Work are estimates of the amount required to complete this contract, with the exception of certain items designated as contingent items on the contract plans or supplemental specifications for which the extent and location could not be approximately ascertained prior to the commencement and actual progress of the Work and for which nominal quantities are given in unit prices under which Contractor shall do the Work to the extent and in the location ordered, subject to the limitations stipulated in this Section.
- B Estimates. Contractor is satisfied with the estimates given on the contract plans or on supplemental specifications for determining the prices for which it agrees to do the Work required by this contract. Contractor will not at any time dispute or complain of such estimates nor assert that there was any misunderstanding in regard to the nature of the Work. Contractor further agrees that the extent and location indicated on the contract plans for the several items of the Work are approximate only with the exception of contingent items which are nominal and that it will do the Work under the several items included in this contract in

conformity with orders given by the Owner regardless of changes in extent or location, subject however to the limitations and qualifications hereinafter in paragraphs (c) and (d) of this section and that payment made at respective unit prices bid for work performed in conformity therewith shall be full compensation.

- C Quantity of Contingent Items. Contingent items of Work shall be done when ordered by the Engineer and shall be paid for at the contract unit bid price. The purpose of the contract items designated in the bid form as "C" is to establish unit prices for work not included in other bid items. The Engineer has the right to order that contingent work be provided in smaller or larger quantities than the estimated quantity indicated in the Bid Form. The Contractor shall not have any right to demand payment for, and will not be paid for, any costs associated with the item, including, but not limited to overhead and profit, due to the fact that the item was not used in the work or was used in smaller or larger quantities than those indicated in the bid form. The Contract Sum shall be subject to adjustment according to final measured quantities and the unit prices in the bid will apply to such final quantities.
- D Diminished, Extra Work and Omissions. The Owner shall have the right to order extra Work and alterations including but not limited to, alterations in alignment, grade, arrangement, plans, details, quantity and quality of the Work or materials as required by the Contract Documents or to omit any part thereof. All such alterations, extra Work or omissions shall be ordered in writing by the Owner. The Owner, however, need not issue a written order to partially or entirely eliminate contingent items of work.

2.18 HAZARDOUS AND OTHER CONTAMINATED MATERIALS

Hazardous Materials which may be encountered during this work are defined in the Environmental and Hazardous Material Surveys in Appendix B and the Hazardous Materials Abatement Specification. Removal and/or mitigation should be completed in accordance with established regulations and these specifications.

2.19 ACKNOWLEDGMENT OF ADDENDA

Bidders shall acknowledge receipt of all Addenda and signify same by attaching signed copies of each Addendum to the Contract Documents submitted along with their Bid, and by noting each Addendum received, by its identifying number and date received, on the face of its sealed Bid envelope.

2.20 RISK OF LOSS/BID PRICES

All prices quoted shall include material delivered or obtained by the Bidder to or for the Owner F.O.B. at the Job Site. All transportation charges shall be prepaid, and the risk of injury, damage or loss in transit shall be borne by the Successful Bidder.

Such injury, damage or loss shall not release the Successful Bidder from any contractual obligations imposed in the Contract Documents. For Owner-Furnished Equipment to be installed under this Contract, prices quoted shall include materials, equipment and labor to load, transport and unload such items from the Owner's storage area to the Job Site, including all risks for damage of this equipment from the time these items are turned over to the Successful Bidder until the completion of the Contract.

2.21 TAX EXEMPTIONS

The Bidders shall take notice of and shall be responsible for any local or State taxes levied and applicable, and the costs for the same shall be included as part of this Bid. Sales to the Owner may be exempt from Pennsylvania Selective Sales and Use Taxes. Certain of the Bidder's tax obligations are described in more detail in **Section 3.20** of the **General Conditions** entitled, "**Sales and Use Tax.**"

2.22 BID SECURITY/CONTRACT EXECUTION

Bids shall be accompanied by a Certified Check or properly executed Bid Bond on the form included herein, with corporate surety approved to do business in the Commonwealth of Pennsylvania and satisfactory to the Owner and with valid Power of Attorney attached, in the amount of not less than **Ten percent (10%)** of the total Lump Sum Price quoted under the Bid, payable to the Allegheny County Sanitary Authority, as security that the Bidder, if awarded the Contract, shall enter into a written Contract with the Owner, on the form included herein, and supply to the Owner all required Bonds and all other documents, materials or items required to be executed, delivered or supplied by it.

Upon failure on the part of such Bidder to enter into a written Contract with the Owner (and return all required documents to the Owner, including Performance and Payment Bonds and Insurance Certificates, etc., after proper execution) within **ten (10) calendar days** (not including Sundays or Legal Holidays) from the date of mailing of such Contract to it at the address given in its Bid, such defaulting Bidder and its Surety shall be liable to the Owner for the damages sustained by the Owner by reason of such default. In such event, the Bidder's liability shall not be limited to the amount of the Bid security which accompanied its Bid. If the Bid security were a certified check, such check shall be cashed by the Owner and deposited forthwith to the Owner's account. If the Owner's actual damages are less than the amount deposited, the excess shall be returned to the defaulting Bidder. No allowance for interest or the like shall be paid or payable by the Owner on any Bid security.

The Bid security of any Bidder that the Owner believes may receive the award may be retained by the Owner until the earlier of the tenth calendar day after the Effective Date of the Contract or the sixty-first calendar day after the Bid opening.

2.23 WITHDRAWAL OR MODIFICATION OF BIDS

The attention of Bidders is directed to the fact that, in submitting its Bid, the Bidder agrees that it will not withdraw it within **sixty (60) calendar days** after the actual date of opening of Bids or for **one hundred twenty (120) calendar days** if so permitted under applicable law, or for such longer period as may be agreed to by the Bidder. Upon submission of a proper request to the Owner, in writing, and identification of the one making the request, a Bid may be withdrawn, at any time prior to the designated time for the opening of Bids. Certain Bids may be withdrawn after the Bid opening if in compliance with the Act of January 23, 1974, P.L. 9 No. 4 §1 et seq. 73 P.S. §1601 et seq. entitled, "Public Contracts - Withdrawal of Bids" (for purposes of this Section, the "Act") subject to the limitations and conditions contained therein. Included in the provisions of the Act is a requirement that the Bidder present credible evidence to the Owner within two (2) working days after

opening the Bids of a clerical mistake, as opposed to a judgment mistake, which was actually due to an unintentional and substantial arithmetical error or an unintentional omission of a substantial quantity of work, labor, material or services made directly in the compilation of the Bid.

Unless a Bid has been formally withdrawn as provided above, it shall be deemed open for acceptance until the Contract Agreement has been executed by both the Bidder and the Owner or until the Owner manifests that it does not intend to accept the Bid. Notice of acceptance of any one Bid shall not constitute rejection of any other Bid or a manifestation that Owner does not intend to accept any other Bid.

Any Bidder may modify its Bid by telegraphic or facsimile communication at any time prior to the scheduled closing time for receipt of Bids, provided that such telegraphic or facsimile communication is received by the Owner prior to such closing time and, further, provided that a written confirmation of the telegraphic or facsimile communication, over the signature of the Bidder, was postmarked prior to such closing time. Telegraphic or facsimile modifications shall not reveal the Bid price but shall provide the amount(s) to be added to, subtracted from, or other modifications necessary to be made to the prices or terms of the Bid, so that the final prices or terms will not be known to the Owner until the sealed Bid is opened. If the required **written confirmation** is not received by the Owner within **two (2) calendar days** (excluding Sundays or Legal Holidays) from the closing time, the Owner may, at its option, refuse to consider or give legal effect to such telegraphic or facsimile communication.

2.24 MORE THAN ONE BID

If more than one Bid is offered by any one Bidder in its own name or in the name of his agent, partner, or other person, then all but the lowest of such Bids will be rejected.

2.25 ALTERATION OF BIDS AND DOCUMENTS

No alteration, erasure, addition or omission of required information, or any change of the Contract Documents is permitted, except in accordance with the provisions of **Section 2.14** hereof entitled, "Questions Regarding Contract Documents/Errors."

2.26 RIGHT TO REJECT OR ACCEPT BIDS

The Owner reserves the right, which is understood and agreed to by all Bidders, to reject any or all Bids; to waive any informality, nonmaterial change or clarification in any part or provision of the submitted Contract Documents; or to accept any Bid, should the Owner determine that it is in its best interest to do so. The Owner's decision on the qualification of any Bidder or the adequacy, responsiveness, propriety or timeliness of the Bid and/or its decision to reject any or all Bids or to accept any Bid shall be final, binding and uncontestable as to the Bidder.

Any part of the Bid submitted by the Bidder which is unintelligible, or which exhibits any erasure or other manipulation, or is not properly signed or otherwise made up, will, at the discretion of the Owner, be considered nonresponsive and may be rejected for that reason alone.

The Owner may consider the qualifications and experience of subcontractors, suppliers, and other persons and organizations proposed for those portions of the Work as for which the identity of subcontractors, suppliers, and other persons and organizations is requested in the Contract Documents or made by the Bidder.

2.27 QUALIFICATIONS AND EXPERIENCE OF BIDDERS

Each Bidder must be regularly engaged in and have at least the amount of experience specified below in, relevant work. The Contractor shall supply a complete record of experience for the following:

1. **Foreman Qualifications** – Foreman of the crew shall have at least **five (5) years** of experience.
2. The Company performing the work must certify that it has not less than **ten (10) years** of experience in relevant work. **The Contractor shall submit a detailed record of experience to the Director within ten days of the bid opening date.**

No award will be made to any Bidder who cannot warrant, and upon request cannot demonstrate, that it possesses the knowledge, experience, skill, capital, financial capacity, charters, licenses, permits, patents and personnel necessary to satisfactorily enable it to prosecute and complete the Work successfully and perform the Work within the Time for Completion as set forth in the Contract Provisions. The Owner's decision or judgment on these matters will be final, conclusive and binding. The Owner may make such investigations as it deems necessary and the Bidder shall furnish to the Owner, under oath if so required, all such information and data for this purpose as the Owner may request.

2.28 MINORITY AND WOMEN'S BUSINESS ENTERPRISE AND LABOR SURPLUS AREA POLICY

It is the policy of the Owner to award a fair share of contracts to minority and women's businesses. The goal of the Authority is that **10 to 25 percent** of all dollars relating to its contracts be **awarded to minority or women's business enterprises**. The Owner will make every effort to meet that goal in its contracts as well as encourage that goal among its contractors, suppliers and their subcontractors.

The Owner uses affirmative steps to assure that minority and women's businesses are used when possible as sources of supplies, equipment, construction, and services. The Owner encourages its contractors and suppliers to take the same measures when recruiting Subcontractors. Affirmative steps include the following:

- A. Including minority and women's businesses on solicitation lists and contacting them whenever they are potential sources.
- B. Use of area newspapers that serve minority or women's groups for advertising for contracts when work permits. A statement of this policy will be included in the ad text.
- C. Use of minority or women's business associations to contact businesses of this type. A list of these organizations is maintained at the Authority.

- D. Dividing total requirements when economically feasible into small tasks or quantities to permit maximum participation of minority and women's businesses.
- E. Establishing delivery schedules when the requirements of the Work permit that will allow these businesses to participate.
- F. Requiring each party to a sub-agreement to take the affirmative steps listed above.
- G. Procuring goods and services from labor surplus area firms.

Further information concerning this matter may be obtained from the Owner.

2.29 FICTITIOUS NAME REGISTRATION

Where the Bid is made by an individual or individuals doing business under a fictitious name, there shall be attached to the Bid, Certificates from the Office of the Secretary of the Commonwealth and from the Prothonotary 's Office showing that each individual or individuals are fully registered under the Fictitious Names Act of the Commonwealth of Pennsylvania 1982, Dec. 16, P.L. 1309, No. 295 § 2, 54 Pa. C.S.A. § 301, et. seq. Additional Certificates, in as many copies as may be required shall be furnished to the Owner by the successful Bidder prior to the execution of the Contract.

2.30 NON-PENNSYLVANIA CORPORATIONS

Attention is directed to the fact that if the Bidder is a non-Pennsylvania corporation, it shall obtain a Certificate of Authority to do business in Pennsylvania, as required by the Pennsylvania Business Corporation Law of 1988, approved December 21, 1988, P.L. 1444, No. 177 § 103 amended, 1990, Dec. 19, P.L. 834, No. 198, § 102, 15 Pa. C.S.A. § 4121.

2.31 PRE-BID CONFERENCE

A Pre-Bid Conference will be held via **Microsoft Teams Virtual Meeting** at **10:00 A.M.**, prevailing time, on **Thursday, June 5, 2025**.

2.32 PATENTS AND PROPRIETARY RIGHTS

Prior to bidding, the Bidder shall acquire through assignment, purchase, license, or other means, all rights required to fully utilize all technology, know-how, trade secrets, inventions, processes, articles, procedures, equipment, apparatus, devices, or any part thereof, and any and all things or matters that are to be used in pursuance of its performance under the terms and conditions of this Contract. Under no circumstances may the Bidder infringe on any patent or any other proprietary rights of third parties in its performance under the terms and conditions of this Contract.

In the event that the Owner shall have any reason to believe that any Bid or performance of this Contract will in any way infringe on any patent or proprietary rights of third parties, the Owner may, at its sole discretion, reject any such Bid or take such other measures that it deems to be in its best interest (including requiring the Bidder to post security). The Bidder will defend, indemnify and save harmless Owner, and all persons acting for or on behalf of Owner, from all claims and liability of any nature or kind, including costs and

expenses, arising from or occasioned by any infringement or alleged infringement of patent or proprietary rights on any technology, know-how, trade secret, invention, process, article, procedure, equipment, apparatus, device, or any part thereof, to be furnished, utilized or installed by said Bidder, or arising from or occasioned by the use or manufacture thereof, including their use by the Owner. Patents and Proprietary Rights are discussed in more detail in the Contract Provisions.

2.33 MATERIALS

Submittals of a Bidder constitutes a representation by the Bidder that all specified materials and equipment will be available in time for the timely completion of this Contract. The Successful Bidder is responsible for making sure that the progress of the Work is orderly and timely. The Successful Bidder's duties and responsibilities are discussed in more detail in the General Contract Conditions.

2.34 LIST OF MAJOR SUBCONTRACTORS/SUPPLIERS

The Bidder shall submit for approval a list of all subcontractors employed on the Work, whose work to be performed is anticipated to be in excess of **One Hundred Thousand Dollars (\$100,000.00)**, or **five percent (5%)** of the **Lump Sum Price**, whichever is greater, with a list of Work they are to perform. Bidders are advised that they must submit a complete list of subcontractors, as requested. Failure to provide this information will, at the Owner's election, make the Bid nonresponsive or constitute a breach of the awarded Contract. The Bidder is also cautioned that should the Contract be awarded to it, it must use the subcontractor named in its list of subcontractors for each of the items listed, unless otherwise directed in writing by the Owner.

2.35 NEW OR REMANUFACTURED EQUIPMENT

This section is intentionally omitted from this Contract.

2.36 ALCOSAN CONSENT DECREE

Bidders are advised that **CONTRACT NO. 1809** is being completed in accordance with all terms and conditions of the legal Consent Decree as approved by Allegheny County Sanitary Authority (**ALCOSAN**), United States Environmental Protection Agency (**EPA**), Commonwealth of Pennsylvania Department of Environmental Protection (**PADEP**) and the Allegheny County Health Department. The Bidder, if awarded the Contract, will be acting as an Agent of ALCOSAN and as such will be legally bound to the terms, conditions and provisions as set forth in the Consent Decree.

2.37 SAFETY: OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) STANDARDS

IN THE EXECUTION OF THIS CONTRACT, ALL CONTRACTORS AND SUBCONTRACTORS SHALL COMPLY WITH FEDERAL OCCUPATIONAL SAFETY AND HEALTH STANDARDS AS SET FORTH BY THE OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 (PL 91-596) AND UNDER SECTION 107 OF THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (PL 91-54).

The Authority will not be liable for any citations received by the Contractor from OSHA. It is the sole responsibility of the Contractor to comply with OSHA Standards.

2.38 CONFINED SPACE ENTRY REQUIREMENTS

Any work within existing manholes, diversion structures, and access shafts will be classified as “Confined Space” and will require complete compliance with current OSHA and ALCOSAN Standards.

2.39 ACCESS TO WORK AREAS

The Contractor is responsible for obtaining all necessary permits and the corresponding fees needed for the Work and the transporting of any equipment or material over private property and public streets. It is further the Contractor’s responsibility to obtain the necessary permits and/or permission from the various municipalities, Commonwealth of Pennsylvania, and/or owners of private properties. The cost of construction or improvement of any access route to the project site(s) shall be the responsibility of the Contractor.

At the conclusion of the Work, at the Contractor’s expense, the Contractor shall restore all access routes and all other areas disturbed due to the Work, to their original state prior to the Work.

2.40 SPECIAL NOTICE REGARDING MAINTENANCE AND PROTECTION OF TRAFFIC

Streets shall not be unnecessarily obstructed and the Contractor shall take such measures as may be necessary to keep the street or road open and safe for traffic. The Contractor shall be responsible for obtaining all necessary permits and the fees associated with these permits.

2.41 COMPLIANCE WITH LAWS

The Contractor shall comply with the regulations of all regulatory agencies having jurisdiction including, but not limited to, **EPA, PADEP, OSHA regulations, US Army Corps of Engineers, US Coast Guard, ACHD, and the Allegheny County Soil Conservation District regulations.** No bypassing of sewage, as a result of the Contractor’s operations, shall be allowed. Also, in order to perform the obligations set forth in the Contract and the Work, the Contractor shall be responsible for becoming familiar with the obligations and requirements of the Consent Decree and shall perform the Work in a manner so as not to cause the Owner to fail to perform, violate, or untimely perform, any obligation or requirement of the Consent Decree. Also, from time to time, the Contractor may be requested to, and shall, provide the Owner with verifications and/or other documents which relate to the Work and which may be required by, and/or necessary for, the Consent Decree, and/or to attest to and/or verify the accuracy and/or completeness of the Work or documents or submittals provided in regard to the Work.

2.42 ACCESS TO MANHOLES AND DIVERSION STRUCTURES

Where access to the various manholes and diversion structures must be cleared of heavy vegetation, the Contractor shall perform the clearing of pathways to facilitate mobilization of his equipment. Any vegetation or other debris cleared by the Contractor shall be removed and disposed of properly by the Contractor.

2.43 PROPERTY CLEANING

Immediately upon completion of any work, it shall be the Contractor's responsibility to clean the entire area of all debris. All debris is to be disposed of properly.

2.44 CONTRACTOR NOT TO OPERATE EXISTING VALVES AND/OR OTHER EXISTING SYSTEM APPURTENANCES

The Contractor shall schedule, maintain, and coordinate all activities and shall cooperate with the Owner's personnel so that a minimum of interruption results. The Contractor shall not operate existing system valves, sluice gates, controls, or other appurtenances at any time, but when the same is needed to facilitate and accommodate activities, he shall request such operation from the Owner. The Contractor shall provide the Owner with reasonable advance notice for such assistance.

2.45 SPECIAL NOTICE REGARDING WATER USE

All bidder's attention is drawn to the fact that the Contractor shall be responsible for all use and obtainment and payment for all permits and payments required for such use in order to acquire water for cleaning and construction purposes on this project. Owner makes no representations regarding the availability of source water or any other utilities required for this project.

2.46 PROJECT LABOR AGREEMENT AND LETTER OF ASSENT

A Project Labor Agreement, which includes a letter of Assent, is included herein.

The Bidder shall, when executing the Contract Agreement, acknowledge that it will abide by the Project Labor Agreement by signing and submitting a Letter of Assent in the format given in Attachment A.

The Contractor shall also require each Subcontractor to execute a copy of the Letter of Assent. The Contractor must be sure that each of its Subcontractors has furnished an executed copy of the Letter of Assent to the CM before the Subcontractor starts work on the Project. The Contractor shall abide by and ensure that each Subcontractor abides by the terms of the Project Labor Agreement.

ARTICLE 2
ATTACHMENT - A

LABOR STABILIZATION AGREEMENT
LETTER OF ASSENT

ARTICLE I INTENT AND DURATION

Section 1. Intent and Duration This Project Stabilization Agreement (the “Agreement”) is entered into between Allegheny County Sanitary Authority (“ALCOSAN”); [] as General Contractor (GC) and Construction Trades Council of Pittsburgh, AFL-CIO (“BCTC”); and the Signatory Unions (the “Unions”) and applies exclusively to the construction work within the scope of this Agreement to be performed on the ALCOSAN’s **CONTRACT NO. 1809 – SITE DEMOLITION CONTRACT III** (the “Project”). The purpose of this Agreement is to promote efficiency in the construction of the Project and to provide for the peaceful settlement of any and all labor disputes and grievances without strikes or lockouts, thereby promoting the public interest in assuring the timely and economical completion of the Project. This Agreement shall expire and be of no further force or effect upon the completion of the Project.

Upon execution of this Agreement by all parties, all construction work covered by this Agreement on the Project shall be contracted exclusively to Contractors who agree to execute and be bound by the terms of this Agreement. The Unions agree that other Contractors may execute the Agreement for purposes of performing such work. The GC shall monitor compliance with this Agreement by all contractors, who through their execution of a Letter of Assent hereto, together with their subcontractors, shall become bound hereto. For purposes of this Agreement, the term “Contractor” shall be deemed to include all construction contractors and subcontractors of whatever tier engaged in on-site construction work on the Project, including the GC when it performs such construction work.

The GC, the Unions and all signatory Contractors agree to abide by the terms and conditions contained in the Agreement. This Agreement represents the complete understanding of all parties, and no Contractor is or will be required to sign any other agreement with a signatory union as a condition of performing work coming within the scope of this Agreement. No practice, understanding or agreement between a Contractor and a Union which is not specifically set forth in this Agreement will be binding on any other party unless endorsed in writing by the GC.

Section 2. Limitation of Agreement to Project The Unions agree that this Agreement will be made available to, and will fully apply to, any successful bidder for work on the Project, without regard to whether that successful bidder performs work at other sites on either a union or a non-union basis, and without regard to whether employees of such bidder are or are not members of any union. The Unions further agree that this Agreement applies only to this Project, and that by signing the Letter of Assent hereto, a Contractor, not previously in signed agreement with the Unions, does not recognize the Unions as the bargaining representative of any of its employees at any other project, site or location. It is the intent of this Agreement that Contractors who sign it will create a relationship with the Unions governed by the provisions of Section 8(f) of the Labor Management Relations Act, 29 U.S.C. §158(f).

ARTICLE II PURPOSE

Section 1. Purpose The parties signatory to this Agreement accordingly pledge their complete good faith and trust to work towards an absolutely on-time completion of the Project. The signatory parties further pledge to demonstrate nationally that Western Pennsylvania enjoys a mature labor relations climate and continues to be the number one location in the United States to live and work.

Section 2. Time is of the Essence The parties to this Agreement understand and agree that time is of the essence for this Project. The parties understand and agree that the ALCOSAN and the GC have a critical need for timely completion of the Project, as the **Project must be completed 90 days** following the **Notice to Proceed**. Timely completion of the Project without interruption or delay is therefore vital. The parties understand and agree that timely construction of the Project will require substantial numbers of employees from construction and supporting crafts possessing skills and qualifications that are essential to its completion; the Unions pledge that they have members who are competent, skilled, and qualified to perform the required construction work. The parties also understand that on-budget completion of the Project is most critical; it is therefore essential that construction work on the Project be done in an efficient, economical manner with optimum productivity and no delays. In recognition of those special needs of the Project, Unions signatory hereto and their members agree not to initiate, authorize, sanction, participate in or condone, or permit their members to engage in, any strike, sympathy strike, jurisdictional strike, recognition strike, slowdown, sabotage, work to rule, sickout, sit down, picketing of any type (including informational picketing), hand billing, boycott, interruption of work or any disruptive activity that interferes with or interrupts in any way work on the Project. Contractors agree not to engage in any lockouts.

ARTICLE III BENEFITS OF THE AGREEMENT

Section 1. Benefits of the Agreement This Agreement is intended to foster the achievement of a timely and on-budget completion of the Project by, among other things:

- (a) avoiding the costly delays of potential strikes, sympathy strikes, jurisdictional strikes, slowdowns, walkouts, picketing, hand billing and any other disruptions or interference with work, and promoting labor harmony and peace for the duration of the Project;
- (b) standardizing terms and conditions governing the employment of labor on the Project;
- (c) permitting a wide flexibility in work scheduling, shift hours, and starting times;
- (d) achieving negotiated adjustments as to work rules and staffing requirements from those which otherwise might obtain;

- (e) providing comprehensive and standardized mechanisms for the settlement of work disputes;
- (f) ensuring a reliable source of skilled and experienced labor; and
- (g) furthering public policy objectives, to the extent lawful, as to improved employment opportunities for the Minority business Enterprises, Women Business Enterprises.

ARTICLE IV SCOPE OF THE AGREEMENT

Section 1. The Work This Agreement is specifically defined and limited to onsite construction work required to construct the Project. The site of the construction is agreed to be areas identified by ALCOSAN

Section 2. Exclusions from Scope Items specifically excluded from the scope of this Agreement, even if performed in connection with the Project, include the following:

- (a) Work of non-manual employees, including but not limited to, superintendents, supervisors, staff engineers, inspectors, quality control and quality assurance personnel, timekeepers, mail carriers, clerks, office workers including messengers, guards, safety personnel, emergency medical and first aid technicians, and other professional, engineering, administrative, supervisory and management employees.
- (b) Equipment and machinery owned or controlled and operated by ALCOSAN.
- (c) All off-site manufacture, fabrication or handling of materials, equipment or machinery (except at dedicated lay-down or storage areas), and all deliveries of any type to and from the Project site.
- (d) All employees of ALCOSAN, the GC, the design team or any other consultant when such employees do not perform manual labor coming within the scope of this Agreement.
- (e) Any work performed on or near or leading to or onto the site of work on the Project and undertaken by state, county, city or other governmental bodies, or their contractors; or by public utilities or their contractors.
- (f) Off-site maintenance of leased equipment and on-site supervision of all such maintenance work.
- (g) Work by employees of a manufacturer or vendor necessary to maintain such manufacturer's or vendor's warranty or guarantee, unless such work has historically and customarily been performed by members of a signatory union, or

work performed by supervisors or technicians employed by the manufacturer or vendor to oversee the testing of equipment once installed to insure that the equipment is fully operational.

- (h) Laboratory work for specialty testing or inspections not ordinarily done by the signatory local unions.
- (i) All work done by employees of ALCOSAN, or of any State agency, authority or entity or employees of any municipality or other public employer.
- (j) All employees and entities engaged in ancillary Project work performed by electric utilities, gas utilities and telephone companies.

The Unions agree that there shall be no interference with, or disruption of work, of those contractors, employers and employees exempted from coverage of this Agreement by subparagraph (a) through (j) above.

This Agreement is a stand-alone agreement. While this Agreement expressly does not incorporate any local area collective bargaining agreements, such local area collective bargaining agreements may be referenced for the limited purposes as hereinafter set forth in this Agreement. However, to the extent, if any, that any provisions of this Agreement conflict with any provision of a local area collective bargaining agreement, the provisions of this Agreement shall control, except for all work performed under the NTL Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, all instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, and the National Agreement of the International Union of Elevator Constructors, with the exceptions of Article VII – Grievance Arbitration Procedure, Article VIII – Jurisdictional Disputes, and Article X – Work Stoppages, of this Project Agreement, which shall apply to such work.

Section 3. Contract Award and Consent to Agreement

- (a) The GC, and/or Contractors, as appropriate have the absolute right to award contracts or subcontracts on the Project notwithstanding the existence or nonexistence of any Agreements between such contractor and any Union party provided only that such Contractor is willing, ready and able to execute and comply with this Agreement or a Letter of Assent thereto, should such Contractor be awarded work covered by this Agreement.
- (b) All subcontractors of a Contractor, of whatever tier, who have been awarded contracts of work covered by this Agreement on or after the effective date of this Agreement shall also be required to accept and to be bound by the terms and conditions of this Agreement and shall evidence their acceptance by the execution of this Agreement or a Letter of Assent thereto, prior to the commencement of work. A copy of this Agreement or Letter of Assent executed by each Contractor shall be available for review by the Unions.

Section 4. Craft Jurisdiction This Agreement shall recognize the traditional craft jurisdictions of the signatory unions. Any and all jurisdictional disputes shall be settled in accordance with **Article VIII** below. While this Agreement is a stand-alone Agreement and expressly does not incorporate any local are collective bargaining agreements, the Agreement will utilize the local area collective bargaining agreements of signatory locals as a reference to define the signatory local unions' craft jurisdiction.

Section 5. Subcontracting ALCOSAN agrees that neither it nor any of its contractors or subcontractors will subcontract any work covered by this Agreement to be done on the Project except to a person, firm or corporation who is or agrees to become party to this Agreement. Any contractor or subcontractor working on the Project shall, as a condition to working on said Project, become a signatory to and perform all work under the terms of this Agreement. Contractors who are signatory to local collective bargaining agreements shall be bound by the terms of their respective local collective bargaining agreements on subcontracting to the extent such terms are consistent with **Article IV, Section 2** of this Agreement. Disputes concerning compliance with such local subcontracting provisions for this project shall be subject to all of the dispute resolution provisions of this Agreement.

Section 6. Liability It is understood that the liability of the Contractor and the liability of the separate Unions under this Agreement shall be several and not joint. The Unions agree that this Agreement does not have the effect of creating any joint employer status between or among ALCOSAN and/or any Contractor and ALCOSAN shall not assume any liabilities of the Contractors.

Section 7. Abatement of Agreement As areas of covered work on the Project are accepted by ALCOSAN, this Agreement shall have no further force or effect on such areas except where the Contractor is directed by ALCOSAN to engage in repairs or punch list modifications.

ARTICLE V

LABOR/MANAGEMENT COOPERATION JOINT ADMINISTRATIVE COMMITTEE

Section 1. The parties to this Agreement shall establish a Project Joint Administrative Committee ("Committee"). This Committee will be a three-person committee comprised of one member each from the General Contractor, from ALCOSAN, and from the signatory Unions, with an alternate signatory Union member available to replace the regular volunteer when a problem or grievance concerns the regular member's Union. The members of the Project Joint Administrative Committee shall be appointed by their respective principals at a time to be determined after the time the General Contract is awarded. Each member of the Committee shall designate an alternate who shall serve in the absence of the member for any purpose contemplated by this Agreement.

Section 2. The Committee shall meet at least quarterly or more often if special circumstances warrant, to discuss the administration of the Agreement, the progress of the Project, labor/management problems that may arise, and any other relevant matters. Any need for

interpretation which might arise from the application of the terms and conditions of the Agreement shall be referred directly to the Committee for resolution.

ARTICLE VI UNION RECOGNITION AND EMPLOYMENT

Section 1. Pre-Hire Recognition Each Contractor recognizes the Unions as the sole and exclusive bargaining representative of all craft employees within their respective jurisdictions working on the Project under the Agreement. It is contemplated that such recognition under this Agreement is pursuant to the provisions of **Section 8(f)** of the **Labor Management Relations Act**, 29 U.S.C. §158(f) unless the signatory Contractor and Unions have another, preexisting legal relationship.

Section 2. Contractor's Right of Selection Each Contractor shall have the right to determine the competency of all employees, the number of employees required and shall have the sole responsibility for selecting employees to be laid off.

Section 3. Union Referral For Local Unions having a job referral system, each Contractor agrees to comply with such system, and the referral system shall be used exclusively by such Contractor, except as modified by this Article. Such job referral system will be operated in a non-discriminatory manner and in full compliance with Federal, State, and Local laws and regulations requiring equal employment opportunities and non-discrimination, and referrals shall not be affected in any way by the rules, regulations, by-laws, constitutional provisions or any other aspects or obligations of union membership, policies or requirements. The Union shall indemnify and hold each Contractor harmless with respect to any claim arising out of how the Union operates and administers its referral system. All hiring procedures, including related practices affecting apprenticeship and training, will be operated so as to facilitate the ability of the contractors to meet any and all equal employment opportunity/affirmative action obligations. The Contractor may reject any referral for any reason and request another, different referral.

Section 4. Lack of Job Referral System In the event that a signatory Local Union does not have a job referral system as set forth in **Section 3** above, the Contractor shall give the Union **forty-eight (48) hours** to refer applicants. The Contractor may reject any referral for any reason and request another, different referral. The Contractor shall notify the Union of employees hired from any source other than referral by the Union.

Section 5. Unavailability of Union Referrals In the event that Local Unions are unable to fill any requisitions for qualified employees within **forty-eight (48) hours** after such requisition is made by the Contractor (Saturdays, Sundays, and Holidays excepted), the Contractor may employ applicants from any other available source. The Contractor shall inform the Union of the name and social security number of any applicants hired from other sources and refer the applicant to the Local Union for dispatch to the Project.

Section 6. No Cross-Referrals The Local Unions shall not knowingly refer an employee currently employed by any Contractor working under this Agreement to any other Contractor, nor shall any Union engage in any activity which encourages workforce turnover or absenteeism.

Section 7. Union Best Efforts The Local Unions will exert their utmost efforts to recruit sufficient numbers of skilled craft workers to fulfill the manpower requirements of each Contractor, including calls to local unions in other geographical areas when its referral lists have been exhausted.

Section 8. Non-Discrimination No employee covered by this Agreement shall be required to join any Union or pay any agency fees or dues as a condition of being employed, or remaining employed, on the Project. Where, however, there is in effect and in the possession of the Contractor a voluntary written dues deduction authorization executed by the employee on a standard form furnished by the Union, the Contractor agrees to deduct union dues from the pay of the employee and to remit the dues to the Union at the same time that trust fund contributions are required to be remitted to the administrators of the appropriate trust funds on behalf of that employee.

Section 9. Core Employees To provide opportunities to participate on the Project to minority and women owned business enterprises as well as other enterprises which do not have a relationship with the Unions signatory to this Agreement and to ensure that such enterprises will have an opportunity to employ their “core” employees on this Project, the parties agree that any such enterprise has the right to select core employees whom it will employ on site, in accordance with the formula below and who:

- (a) possess any license required by the state or federal law for the Project work to be performed;
- (b) have worked a total of at least **1,200 hours per year** in the construction craft during each of the prior 3 years, including participating in a state certified apprenticeship program;
- (c) were on the Contractor’s active payroll for at least **60 out of the 180 calendar days** prior to the contract award;
- (d) have the ability to perform safely the basic functions of the applicable trade.

The first employee and the third employee, or up to **ten percent (10%)** percent of all employees, whichever is greater, hired by each contractor may be core employees. After such core employees have been hired by any contractor, all the employees shall thereafter be hiring hall referrals by the appropriate signatory unions in accordance with the provisions of the applicable local collective bargaining agreements.

Section 10. Craft and General Forepersons The selection of craft foreman and/or general foreman and the number foreman required shall be the exclusive right and responsibility of each contractor.

Section 11. Helmets to Hardhats The Employers and the Unions recognize a desire to facilitate entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Employers and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veteran's Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs identified by the parties.

The Unions and Employers agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on this Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

ARTICLE VII GRIEVANCE ARBITRATION PROCEDURE

Section 1. This Agreement is intended to provide close cooperation between management and labor. Each of the Unions will assign a representative to this Project for the purpose of completing the construction of the Project economically, efficiently, continuously, and without interruptions, delays, or work stoppages.

Section 2. The Contractors, Unions, and the employees, collectively and individually, realize the importance to all parties to maintain continuous and uninterrupted performance of the work of the Project, and agree to resolve disputes in accordance with the grievance-arbitration provisions set forth in this Article.

Section 3. Any question or dispute arising out of and during the term of this Project Agreement (other than trade jurisdictional disputes) shall be considered a grievance and subject to resolution under the following procedures:

- Step 1:** (a) When any employee subject to the provisions of this Agreement feels he or she is aggrieved by a violation of this Agreement, he or she, through his or her local union business representative or job steward, shall, within **five (5) working days** after the occurrence of the violation, give notice to the work-site representative of the involved Contractor stating the provision(s) alleged to have been violated. The business representative of the local union or the job steward and the work-site representative of the involved Contractor and the General Contractor shall meet and endeavor to adjust the matter within **three (3) working days** after timely notice has been given. The representative of the Contractor shall keep the meeting minutes and shall respond to the Union representative in writing (copying the General Contractor) at the conclusion of the meeting but not later than **twenty-four (24) hours** thereafter. If they fail to resolve the matter within the prescribed period, the grieving party may, within **forty-eight (48)**

hours thereafter, pursue Step 2 of the Grievance Procedure, provided the grievance is reduced to writing, setting forth the relevant information concerning the alleged grievance, including a short descriptions thereof, the date on which the grievance occurred, and the provision(s) of the Agreement alleged to have been violated.

(b) Should the Local Union(s) or the General Contractor or any Contractor have a dispute with the other party and, if after conferring, a settlement is not reached within three (3) working days, the dispute may be reduced to writing and proceed to Step 2 in the same manner as outlined herein for the adjustment of an employee complaint.

Step 2: The International Union Representative and the involved Contractor shall meet within **seven (7) working days** of the referral of a disputed to this second step to arrive at a satisfactory settlement thereof. Meeting minutes shall be kept by the Contractor. If the parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within **seven (7) calendar days** thereafter.

Step 3: (a) If the grievance has been submitted but not adjusted under Step 2, either party may request in writing, within **seven (7) calendar days** thereafter, that the grievance be submitted to an Arbitrator mutually agreed upon by them. The Contractor and the involved Union shall attempt mutually to select an Arbitrator, but if they are unable to do so, they shall request the American Arbitration Association to provide them with a list of arbitrators from which the Arbitrator shall be selected. The rules of the American Arbitration Association shall govern the conduct of the arbitration hearing. The decision of the Arbitrator shall be final and binding on all parties. The fee and expenses of such arbitration shall be borne equally by the Contractor and the involved Local Union(s).

(b) Failure of the grieving party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by written consent of the parties involved at the particular step where the extension is agreed upon. The Arbitrator shall have the authority to make decisions only on issues presented to him or her, and he or she shall not have authority to change, amend, add to or detract from any of the provisions of this Agreement.

Section 4. The General Contractor and ALCOSAN shall be notified of all actions at Steps 2 and 3 and shall, upon their request, be permitted to participate in all proceedings at these steps.

ARTICLE VIII JURISDICTIONAL DISPUTES

Section 1. The assignment of work will be solely the responsibility of the Contractor performing the work involved, and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the “Plan”) or any successor Plan.

Section 2. There will be no strike, sympathy strike, jurisdictional strike, recognition strike, slowdown, sabotage, work to rule, sickout, sit down, picketing of any type (including informational picketing), hand billing, boycott, interruption of work or any disruptive activity that interferes with or interrupts in any way work on the Project by the Unions or their members arising out of, or because of, any jurisdictional dispute. All jurisdictional disputes on this Project, between or among Building and Construction Trades Unions and employers shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Contractors and Unions party to this agreement. This Jurisdictional Dispute Resolution Procedure will only apply to work performed by Local Unions at the Project. Any Local Union involved in a jurisdictional dispute on this Project shall continue working in accordance with **Sections 1 and 2** above without disruption of any kind, and the Contractor’s initial assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

Section 3. Each Contractor will conduct a pre-job conference with the appropriate Building and Construction Trades Council prior to commencing work. The General Contractor and the Owner will be advised in advance of all such conferences and may participate if they wish.

Section 4. Nothing in this Article of this Agreement shall preclude any Contractor from obtaining administrative or injunctive relief to halt any strike, picketing, or work stoppage pending resolution of a dispute pursuant to this Article.

ARTICLE IX MANAGEMENT’S RIGHTS

Section 1. Exclusive Authority – Workforce The GC and the Contractors retain the full and exclusive authority for the management of their operations and workforces. The GC and Contractors retain the right to plan, direct, and control the workforce, including the hiring, promotion, demotion, transfer, layoff, suspension, discipline or discharge for just cause of employees; the determination of crew make-up, crew size and manning levels; the selection of foremen, the assignment and scheduling of work; the promulgation of work rules; and the requirement of overtime work, the determination of when it will be worked and the number and identity of employees engaged in such work. No rules, customs, or practices which limit or restrict productivity, efficiency of the individual and/or joint working efforts of employees shall

be permitted or observed. The GC and Contractors may utilize any methods or techniques of construction and operation.

Section 2. Materials, Design, Machinery, Equipment There shall be no limitation or restriction by a signatory Union upon a Contractor's choice of materials or design, nor, regardless of source or location, upon the full use and utilization of equipment, machinery packaging, pre-cast, pre-fabricated, pre-finish, or pre-assembled materials, tools or other labor saving devices. The on-site installation or application of all items shall be performed by the craft having jurisdiction of such work; provided, however, that installation of specialty items may be performed by employees employed under this Agreement who may be directed by other personnel in a supervisory role, in circumstances requiring special knowledge of the particular items.

Section 3. Specialty Work It is recognized by the Contractors, the Unions, and their members that the performance of certain work on the Project shall consist of the installation of certain materials, equipment, or supplies manufactured outside this local vicinity which must, for warranty purposes, be installed by the manufacturer and/or designated specialty contractors and that such installation work is not customarily performed by the members of such unions. The Unions and their members agree that they shall make no claims for such work; provided, however, that the GC and/or the Joint Administrative Committee shall provide them with the necessary information establishing the nature of such specialty work.

Section 4. New Technology, Equipment The use of new technology, equipment, machinery, tools and/or labor saving devices and methods of performing work may be initiated by any Contractor from time to time during the Project. The Union agrees that it will not in any way restrict the implementation of such new devices or work methods.

Section 5. Disputes If there is any disagreement between any Contractor and the Union concerning the manner or implementation of such device or method of work, the implementation shall proceed as directed by the Contractor, and the Union shall have the right to grieve and/or arbitrate the dispute as set forth in **Article VII** of this Agreement.

ARTICLE X WORK STOPPAGES

Section 1. No Strikes or Work Disruptions There shall be no strike, sympathy strike, jurisdictional strike, recognitional strike, slowdown, sabotage, work to rule, sickout, sit down, picketing of any type (including informational picketing), hand billing, boycott, interruption of work or any disruptive activity that interferes with or interrupts in any way work on the Project. The Unions signatory hereto, and each of their members, agree not to initiate, authorize, sanction, participate in, condone, or permit their members to engage in any such activity. Failure of any Union or employee covered by this Agreement to cross any picket line established by any Union, signatory or non-signatory to the Agreement, or by any other organization or individual at or in proximity to the Project construction site, is a violation of this Article. The signatory Union shall be responsible for any action of its members, which violates this section, and its members

shall be subject to discipline up to and including discharge for violation of the provisions of this article.

Section 2. Union Responsibilities The Union shall not sanction, aid or abet, encourage or condone any conduct or activity in violation of this Article, and shall undertake all means to prevent or to terminate any such conduct immediately. No employee shall engage in activities which violate this Article, and the Union shall pursue all disciplinary action permitted by its Constitution and By-laws against any employee who engages in any activity which violates this Article.

Section 3. Violation If any Contractor and/or ALCOSAN contends that any Union or its member(s) has violated this Article, it will notify in writing the International President(s) of the Union(s) involved, advising him of the fact, with copies of such notice to the Local Union(s) involved, and the BCTC. The International President or Presidents will immediately instruct, order and use the best efforts of his office, including discipline procedures under its Constitution and By-laws, to cause the Local Union(s) or its members to cease any violation of this Article.

Section 4. Expedited Arbitration Should ALCOSAN, GC or any Contractor believe that there has been any violation of this Article, it may institute this expedited arbitration procedure (in addition to any action at law or in equity, or any other contractual procedure available to it). The parties to this Agreement have agreed that the Labor Arbitration Rules of the American arbitration Association shall apply, including the Rules governing Expedited Arbitration. The Arbitrator shall hold a hearing within **twenty-four (24) hours** of verbal or written notice of a claimed violation of this Article and shall complete the hearing in one session. The sole issue at the hearing shall be whether or not a violation of this article has occurred. The Arbitrator shall have no authority to consider any matter in justification, explanation, or mitigation of such violation. The arbitral award shall be issued in writing within **three (3) hours** after the close of the hearing and may be issued without opinion. If any party desires an opinion, the arbitrator shall issue one within **fifteen (15) days**, but its issuance shall not delay compliance with, or enforcement of, the award.

ARTICLE XI WAGES AND BENEFITS

Section 1. Classification – Wages All employees covered by this Agreement shall be classified in accordance with work performed and paid the prevailing wage and benefit rates for these classifications. The GC, upon request, shall provide the Unions with substantiation that prevailing wages and benefits are being paid by Contractors on the Project.

Section 2. Payment of Benefits/Contribution Each Contractor will also pay all required contributions in the amounts required by Section 1 of this Article to the established employee benefit funds that accrue to the direct benefit of the employees (such as pension and annuity, health and welfare, vacation, apprenticeship, training funds). With respect to contributions required in this Section to Employer-Union jointly trusted funds, the Contractor adopts and agrees to be bound by the written terms of the legally established trust agreement specifying the

detailed basis on which payments are to be made into, and benefits paid out of, such Trust Funds. The Contractor authorizes the parties to such Trust Funds to appoint Trustees and successor Trustees to administer the Trust Funds and hereby ratifies and accepts the Trustees and successor Trustees to administer the Trust Funds and hereby ratifies and accepts the Trustees so appointed as if made by Contractor. This section does not apply to core employees unless any core employee voluntarily elects to join and become a member of any local union signatory to this Agreement, in which event this Section shall immediately apply with respect to any such core employee.

ARTICLE XII

LOCAL UNION NEGOTIATIONS DURING THE PENDENCY OF THE AGREEMENT

Section 1. All parties to this Agreement understand and acknowledge that some crafts who will be working on the Project are covered by local collective bargaining agreements that will expire prior to the projected completion of the project. All contracting parties understand and agree that irrespective of whether such local collective bargaining agreement negotiations are successful or unsuccessful, there shall be no strike, sympathy strike, jurisdictional strike, recognitional strike slowdown, sabotage, work to rule, sickout, sit down, picketing of any type (including informational picketing), hand billing, boycott, interruption of work or any disruptive activity that interferes with or interrupts in any way work on the Project by any Union involved in such local negotiations, or by any of its members, nor shall there be any lockout on the Project affecting such union or its members during the course of such negotiations. Irrespective of the status of any such local collective bargaining agreement negotiations, the affected Union and all of its members will observe and fully comply with the provisions of this Agreement.

Section 2. Wage/Benefit Increases Should a craft covered by this Agreement negotiate an increase in wages or an increase in benefits with any Contractor to become effective during the term of the Project for the area of Western Pennsylvania, those wage and/or benefit increases shall be paid, as of the effective date of those increases, to those employees in that craft performing work covered by this Agreement.

ARTICLE XIII

HOURS OF WORK, OVERTIME, SHIFTS AND HOLIDAYS

Section 1. Work Day and Work Week Except as provided in Section 4, the first shift shall consist of eight (8) or ten (10) hours per day between the hours of 6:00 a.m. and 5:30 p.m., plus one-half (1/2) hour for unpaid lunch, approximately mid-way through the shift. Forty (40) hours per week shall constitute a regular week's work, whether consisting of five (5) - eight (8) hour days, or four (4) - ten (10) hour days. The work week will start on Monday and conclude on Sunday. A uniform starting time will be established for all crafts on each project or segment of work. Nothing herein shall be construed as guaranteeing any employee eight (8) or ten (10) hours per day or forty (40) hours per week. The Union(s) shall be informed of the work starting time set by the contractor at the pre-job conference which may be changed thereafter upon three (3) days' notice to the Union(s) and the employees. A second shift, if used, shall consist of eight

hours between the 3:00 p.m. and 1:00 a.m.; a third shift, if used, shall begin between 10:00 p.m. and 1:00 a.m. For the purposes of Section 3, the third shift shall be considered as part of the prior day's work.

Section 2. Starting Times Employees shall be at their place of work at the starting time and shall remain at their place of work (as designated by the Contractor) performing their assigned functions until quitting time, which is defined as the scheduled end of the shift. The parties reaffirm their policy of a fair day's work for a fair day's wage. There shall be no pay for time not worked unless the employee is otherwise engaged at the direction of the Contractor. Due to the magnitude of the project and congestion of the site, staggered starting times may be required. If necessary, these starting times would be between 6 AM and 8 AM. This policy could help reduce the transportation problems at start and completion times.

Section 3. Overtime Overtime shall be defined as all hours worked in excess of forty (40) hours in a week, or for 8 hour shifts, in excess of 8 hours per day; or for 10 hour shifts, for work in excess of 10 hours per day; such work and work performed on Saturday shall be paid at one and one-half times the straight time rate of pay. However, in scheduled five day/eight hour shift work-weeks, Saturday may be scheduled as a "make-up" day at straight time to make up for a day lost (Monday through Friday) due to inclement weather; in scheduled for day/ten hour shift work weeks, Friday and/or Saturday may be scheduled as a "makeup" day at straight time to make up for a lost day (Monday through Thursday) due to inclement weather. In addition, if a makeup day is scheduled, all employees directed to work on such day will be guaranteed a minimum of four (4) hours work or pay. In any week in which employees on the Project are scheduled on four day/ten hour shifts, an employee whose first day of work on the projects begins on Wednesday, or a later day of the schedule shall be paid, during the first week of his employment only, time and a half for all hours worked in excess of eight in a day for each day he worked during said week. Work on Sundays and Holidays shall be at double time. There will be no restriction on any Contractor's scheduling of overtime or the non-discriminatory designation of employees who will work. The Contractor shall have the right to schedule work so as to minimize overtime. There shall be no pyramiding of overtime pay under any circumstances.

Section 4. Shifts

- (a) Shift work may be performed at the option of the Contractor(s) upon three (3) days' prior notice to the Union and shall continue for a period of not less than five (5) working days. Saturdays and Sundays, if worked, may be used for establishing the five (5) day minimum work shift. If two shifts are worked, each shall consist of eight (8) hours of continuous work exclusive of a one-half (1/2) hour non-paid lunch period for eight (8) hours pay.
- (b) The Contractor may establish a work week of four (4) consecutive ten (10) hour work days (exclusive of one-half hour unpaid lunch, approximately midway through the shift) between Monday and Friday.

Section 5. Holidays Recognized holidays on the Project shall be New Year's Day, Martin Luther King, Jr. Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor

Day, Election Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. Work performed on holidays shall be paid at double the straight time rate of pay. A holiday falling on Sunday shall be observed the following Monday

Section 6. Meal Period The Contractor will schedule a meal period of not more than one-half hour duration at the work location at approximately the mid-point of the scheduled work shift (4 hours in a five-day work week, 5 hours in a four-day work week), consistent with Section 1; provided, however, that the Contractor may, for efficiency of the operation, establish a schedule which coordinates the meal periods of two or more crafts. If an employee is required to work through his meal period, he shall be compensated for the time worked at the applicable overtime rate and the employee shall, when work permits, eat his lunch "on the fly."

Section 7. No Organized Work Breaks There will be no organized breaks or other non-working time established during working hours. Individual nonalcoholic beverage containers will be permitted at the employee's work stations.

Section 8. Craft Worker Parking Facilities Parking facilities or arrangements for employees working on the Project will be established by ALCOSAN by the time work on the Project commences.

ARTICLE XIV APPRENTICES

Section 1. Need For The parties recognize the need to maintain continuing support of programs designed to develop adequate numbers of competent workers in the construction industry. The Contractor(s) will accordingly employ apprentices in their respective crafts to perform work on the Project within the apprentices' capabilities.

Section 2. Ratios The Union agrees to cooperate with the Contractor in furnishing qualified apprentices as requested. There shall be no restrictions on the utilization of apprentices in performing the work of their craft provided they are properly supervised.

ARTICLE XV DRUG AND ALCOHOL POLICY

Section 1. Policy All parties understand and agree that a substance abuse program has been established by the **Master Builders' Association of Western PA, Inc. (MBA)** and/or the **Constructors Association of Western Pa (CAWP)**, and will be in force for all work performed under the Agreement. The substance abuse program will prohibit the use, sale, transfer, purchase and/or possession of a controlled substance, alcohol and/or firearms while on the Project's premises and will require testing of employees. The substance abuse program will be incorporated into and made part of the Agreement and implemented for all Contractors and employees working on the Project.

ARTICLE XVI NON-DISCRIMINATION

Section 1. Policy It is the continuing policy of the GC, the Contractors and the Unions that the provisions of this Agreement shall be applied without discrimination because of age, race, sex, color, religion, creed, national origin or union signatory or membership status. There shall be no discrimination against an employee because of her or his membership in, or activities on behalf of Unions.

ARTICLE XVII SOLE AND COMPLETE AGREEMENT

Section 1. The parties agree that this Agreement constitutes the sole and complete agreement between them governing the rates of pay and working conditions of the construction employees working on the Project, that it settles all demands and issues on the matters subject to collective bargaining, and that it shall not be modified or supplemented in any way except by written agreement executed by both parties.

ARTICLE XVIII SEPARABILITY AND SAVINGS CLAUSE

Section 1. Intent of Parties If any article or section of this Agreement shall be held invalid by law or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any article should be restrained pending a final determination as to its validity, the remainder of this Agreement shall not be affected and shall remain in full force and effect. In the event that any article or section is held invalid, the parties hereto shall, upon the request of the Unions, enter into collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article during the period of invalidity or restraint. If the parties hereto cannot agree on a mutually satisfactory replacement, either party shall be permitted to submit its demand to formal arbitration.

Section 2. Force of Agreement The parties recognize the right of the ALCOSAN to withdraw, at its absolute discretion, the utilization of this Agreement as part of any bid specification should a court of competent jurisdiction issue any order which could result, temporarily or permanently, in delay of the bidding, awarding, and/or construction work on the Project. Notwithstanding such an action by the General Contractor, or such court order, the parties agree that the Agreement shall remain in full force and effect on the Project, to the maximum extent legally possible.

LETTER OF ASSENT

All contractors of whatever tier shall execute the following Letter of Assent prior to commencing work:

[Contractor's letterhead]

Date

ALCOSAN
Michael D. Lichte, P.E.
3300 Preble Avenue
Pittsburgh, PA 15233

Re: **CONTRACT NO. 1809 – SITE DEMOLITION CONTRACT III**

Dear Mr. Lichte:

Pursuant to **Article IV, Section 3** of the above-referenced Agreement, the undersigned Contractor hereby agrees that it will be bound by and comply with all terms and conditions of said **Project Stabilization Agreement**, and any amendments thereto. The undersigned Contractor specifically stipulates that it will follow and be bound by the provisions of the Agreement related to **Referral of Employees** set forth in **Article VI**; the **Grievance and Arbitration** procedure stated in **Article VII**; and the **Procedure for Resolution of Jurisdictional Disputes** set forth in **Article VIII** of the Agreement.

This **Letter of Assent** shall be in effect during the period of time the Contractor performs work on the Project, and shall remain in effect for the duration of the Contractor's work on the Project.

Sincerely,

[Name of Contractor or Subcontractor]

By: _____

Title: _____

REPRESENTING THE FOLLOWING LOCAL UNIONS

Asbestos Workers Local No. 2
Boilermakers Local No. 154
Bricklayers and Allied Craftworkers Local No. 9
Greater Pennsylvania Regional Council of Carpenters
Heavy Construction Carpenters Local No. 2274
Cement Masons Local No. 526
International Brotherhood of Electrical Workers Local No. 5
Elevator Constructors Local No. 6
International Union of Operating Engineers Local No. 66
Construction General Laborers Local No. 373
Floor Coverers and Decorators Local No. 1759
Bridge, Structural, Ornamental, and Reinforcing Iron Workers Local No. 3
Laborers' District Council of Western Pennsylvania
Construction General Labor and Material Handlers Local No. 1058
Millmen's Local No. 1160
Millwright's Local No. 2235
Plasterers' Local No. 31
Plumbers Local No. 27
District Council 57 IUPAT
Pile Drivers Local No. 2235
United Union of Roofers, Waterproofers and Allied Workers Local No. 37
Sheet Metal Workers Local No. 12
Sprinkler Fitters Local No. 542
Steamfitters Local No. 449
Teamsters Local No. 341

TERM OF AGREEMENT

This Agreement shall take effect on the 11 day of Aug, 2009 and shall remain in full force and effect through

BUILDING AND CONSTRUCTION
TRADES COUNCIL OF PITTSBURGH,
AFL-CIO

By William Brooks
(President William Brooks)

Contractor

Dennis E. Eicker
(Sectary Treasurer Dennis E. Eicker)

Richard Stanizzo
(Business Manager Richard Stanizzo)

ARTICLE 3
GENERAL CONTRACT CONDITIONS

**ARTICLE 3
GENERAL CONTRACT CONDITIONS**

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GENERAL**3.1 DESCRIPTION OF WORK****A. THE PROJECT**

This **Article 3**, General Contract Conditions ("Contract Provisions") is a part of that certain Contract Agreement (together with these General Conditions and the other Contract Documents, as defined herein, collectively referred to as the "Contract") awarded by the Allegheny County Sanitary Authority (the "Owner") to the Successful Bidder (hereinafter referred to as the "Contractor") for the construction of the **CONTRACT NO. 1809 – SITE DEMOLITION CONTRACT III** at the Owner's wastewater treatment facility located in Pittsburgh, Pennsylvania (the "Facility"). This Contract is for work that will form a part of a larger capital improvements project at the Facility (the "**Project**").

B. THE WORK UNDER THIS CONTRACT

The intent and meaning of the Contract Documents is that the Contractor, in order to fulfill its obligations under the Contract, shall provide any and all labor, supervision, materials, supplies, services (including detailed engineering), equipment, tools, transportation, facilities and appurtenances thereto, whether temporary or permanent, and such other items as indicated, required or implied by the Contract Documents and as necessary for a complete, functional and operational **Site Demolition-** (The "Work").

C. SEPARATE CONTRACTS

The Contractor acknowledges that the Owner may bid and award to other contractors (together with the subcontractors of such other contractors collectively referred to hereinafter as "Other Contractors") separate contracts, to provide certain general, civil, mechanical, instrumentation, controls, heating, ventilating and other construction items, facilities, equipment and/or services in connection with the Project and related to the Work. The Contractor shall cooperate fully with the Owner in providing any and all design and construction information and details relative to the Work, in a timely manner, as necessary for the Owner to prepare the plans and specifications for such separate contracts, if any, or to enable the Owner's Other Contractors to complete the related work required there under (the Contractor and Other Contractors, not including their subcontractors, are sometimes collectively referred to hereinafter as the "Prime Contractors").

D. CONSULTANTS

Certain provisions throughout this document may refer to certain consultants retained by the Owner, including, without limitation, the Construction Manager, the Consulting Engineer(s), and describe certain of their duties and responsibilities. If any or all of the above-mentioned consultants are not retained for this Project, their duties and responsibilities shall, unless otherwise specified, remain in the Owner's Director of Engineering and Construction ("Engineer") or the Engineer's written designee.

3.2 CONTRACT DOCUMENTS

A. DEFINITION

The term "**CONTRACT DOCUMENTS**" means the full and collective set of documents which form the Contract, including: Legal Notice; Article 1, Bid Form; Supplementary Information Package; Bid Bond; Certificate of MBE & WBE Participation; Non-Collusion Affidavit; Certificate of Compliance with the Pennsylvania Steel Products Procurement Act; Certification of Safety Procedures Compliance; Contractor's Experience Questionnaire; Prevailing Minimum Wage Predetermination; **Article 2, Information for Bidders**; **Article 3, General Contract Conditions** ; **Article 4, Contract Agreement**; **Article 5, Performance Bond, Labor and Material Payment Bond, Maintenance Bond** and associated Certificate of Satisfaction and Statements of Surety; Specifications; Drawings; all Addenda issued by the Owner prior to the time of opening of Bids, if any; any exceptions, changes, modifications and/or clarifications incorporated into or submitted by the Contractor along with its Bid, provided that each and every such exception, change, modification and/or clarification is specifically accepted by the Owner, in writing, as a part of the award of the Contract; and any duly executed changes, modifications and/or amendments to the Contract made and approved by the Owner's Board of Directors prior to Contract completion and any other form or document described as part of this Contract. The Contract Documents are all made a part of the Contract and supplement each other. It is the intent of the Contract Documents to describe the Work as a functionally complete system. Any work, materials or equipment that may be inferred reasonably from the Contract Documents as being required to produce the intended result, shall be supplied whether or not specifically called for.

B. MODIFICATIONS ONLY IN WRITING

The terms, conditions, drawings and specifications contained in the Contract Documents cannot be waived, altered or modified except by a written Change Order issued in accordance with **Section 3.31** of these General Conditions entitled, "**Change Orders**."

C. CLARIFICATIONS

If, during the performance of the Work, the Contractor finds a conflict, error or discrepancy in the Contract Documents, the Contractor shall so report to the Construction Manager in writing at once before proceeding with the work affected thereby, and, if appropriate, shall obtain a written interpretation or clarification from the Construction Manager in accordance with **Section 3.30** of these General Conditions entitled, "**Requests for Information and Field Instructions**."

D. ORDER OF PRECEDENCE

In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based upon the following order of precedence, to be followed seriatim with item 1. being consulted first:

1. Change Orders with those of a later date having precedence over those of an earlier date.
2. Addenda, with those of a later date having precedence over those of an earlier date.
3. General Contract Conditions.
4. Remaining Contract Documents (except the Specifications and Drawings).
5. Specifications (specific instructions shall supersede general instructions).
6. Drawings (details supersede plans and elevations; schedules supersede general notes).

If the foregoing order of precedence fails to resolve the conflict or discrepancy, then the better quality or greater quantity of Work shall be provided in accordance with the Owner's interpretation.

Except as otherwise specifically provided by the Owner in writing, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity or discrepancy between the provisions of the Contract Documents and **(a)** the provisions of any standard, specification, manual, code or instruction (whether or not specifically incorporated by reference in the Contract Documents); or **(b)** the provisions of any laws or regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in a violation of any such law or regulation).

3.3 ADDITIONAL DEFINITIONS

Wherever the words defined in this Section, or pronouns used in their stead, occur in the Contract Documents, they shall have the meanings given as follows:

- A. AS-BUILT DRAWINGS refers to drawings that show how the constructed Work was installed or modified in size, arrangement, elevation, position, materials used, or other manner, from that shown on the Contract Documents.
- B. CONSTRUCTION MANAGER means the independent firm retained by the Owner to coordinate and direct activities between the Owner and the Contractor and to assist with the Contract administration and the completion of this Project.

- C. CONSULTING ENGINEER(S), also referred to herein as "Final Design Consultant(s)," means the independent consultant(s) retained by the Owner to participate in the design the Project.
- D. CONTRACT SCHEDULE refers to a CPM formatted schedule, prepared by the Contractor, coordinated by the Construction Manager and acceptable to the Owner, covering the entire performance of the Work and incorporating such milestone dates as are necessary and appropriate to demonstrate that the Work will be completed in sufficient time to allow the achievement of the milestones set forth in the Project Schedule.
- E. CONTRACT SUM means the total amount payable to the Contractor by the Owner upon satisfactory completion of the Work under this Contract, as the same may be adjusted from time to time pursuant to the Contract Documents.
- F. DEFECTIVE WORK refers to Work that, in the sole discretion of the Owner, is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to Final Acceptance of the Work (unless responsibility for the protection from damage thereof has been assumed in writing by the Owner).
- G. DIRECTOR OF ENGINEERING AND CONSTRUCTION (the "Engineer") means that person holding the position of or acting in the capacity of Director of Engineering and Construction of the Allegheny County Sanitary Authority, acting directly or through agents properly authorized in a writing signed by the Director of Engineering and Construction, such agents acting within the scope of their authorized duties.
- H. DIRECTOR or EXECUTIVE DIRECTOR means that person holding the position of or acting in the capacity of Executive Director of the Allegheny County Sanitary Authority, acting directly or through the Director of Engineering and Construction or through agents properly authorized in a writing signed by the Executive Director or the Director of Engineering and Construction, such agents acting within the scope of their authorized duties.
- I. DRAWINGS mean the drawings which give guidance in illustrating the character and scope of the Work to be performed and which have been prepared or approved by the Consulting Engineer and are referred to in the full Contract Documents.
- J. FIELD INSTRUCTION refers to a writing issued by the Engineer through the Construction Manager which is necessary or appropriate to interpret or to resolve any ambiguity or error in the Specifications or Drawings or to make any minor change to the Specifications or Drawings that does not result in a net change in the Contract Sum or Contract Time or the quality of materials or workmanship. Field Instructions may not change or alter the terms and conditions of the Contract.
- K. JOB SITE means the location on the Owner's premises at **3300 Preble Avenue, Allegheny County, Pittsburgh, Pennsylvania, 15233**, where certain portions of the

Work are to be performed or located, or any other location described in the Contract Documents.

- L. PROJECT MANAGER means that person of the Allegheny County Sanitary Authority, named in a writing signed by the Director of Engineering and Construction, holding or acting in the capacity of Project Manager within the scope of particular duties entrusted to such person in writing.
- M. PROJECT SCHEDULE refers to an integrated overall CPM formatted schedule, coordinated by the Construction Manager, which incorporates each Contractor's Contract Schedule.
- N. RECORD DRAWINGS refers to drawings that show how the equipment supplied under this Contract was manufactured. Record Drawings delivered to the Owner shall be certified as Record Drawings by the supplier and signed and, as appropriate under any applicable law and regulation, signed and sealed by a Licensed Professional Engineer.
- O. SCHEDULE OF VALUES refers to the listing of the installed value of the component parts of the Work in sufficient detail to serve as a basis for computing amounts of progress payments during construction.
- P. SEVERE WEATHER means adverse weather conditions not reasonably anticipated (based on the last five years on a monthly average) which impact the Job Site in such a way as to prevent the performance of any work scheduled or any other work available to be performed in a safe and efficient manner.
- Q. SHOP DRAWINGS refers to all drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for the Contractor to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information submitted by the Contractor to illustrate materials or equipment for all portions of the Work.
- R. SPECIFICATIONS, or Technical Specifications, refers to those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain details thereof. The Specifications are found in **Article 6**.
- S. SUBSTANTIAL COMPLETION means the entire Work has progressed to the point where, in the opinion of the Engineer (as certified in writing by issuance of a Certificate of Substantial Completion), it is sufficiently complete, in accordance with the Contract Documents, so that the Work can be utilized for the purposes for which it is intended. In no event shall the Work be certified as substantially complete until at least **ninety percent (90%)** of the Work is completed. The procedure for **Certification of Substantial Completion** is described in **Section 3.49** hereof entitled "Certification of Substantial Completion." Substantial Completion of this Contract shall be interpreted pursuant to the state law entitled, "Award and Execution of Public Contracts," 73 P.S. 1621 et seq.

- T. SUPERINTENDENT refers to the authorized agent appointed by the Contractor on a full-time basis to supervise and coordinate all Job Site activities performed by the Contractor or any subcontractor or supplier employed directly or indirectly by the Contractor.

Any pronouns used in relation to, or in place of, any of the words or combinations of words, herein defined, shall have the same meaning as the words or combinations of words themselves.

Wherever the words "directed," "required," "permitted," "ordered," "designated," "prescribed," or words of like import are used in the Contract Documents, it shall be understood that the directions, requirements, permission, orders, designation or prescription of the Engineer are intended. Similarly, the words "approved," "acceptable," "suitable," "satisfactory," or words of like import shall mean approved by, acceptable to, suitable to, or satisfactory to the Engineer in each case.

3.4 TITLES NOT TO LIMIT TEXT

The titles or headings of the various divisions, sections, parts, paragraphs, or subparagraphs of the Contract Documents are for convenience of reference only and are not intended to limit, and shall not be construed as in any way limiting, the application of the text.

RIGHTS AND DUTIES OF THE CONTRACTOR

3.5 MEANS AND METHODS/QUALITY OF MATERIALS

The Contractor shall complete the Work to the reasonable satisfaction of the Owner and in accordance with the Contract Documents. The Contractor shall supervise, inspect and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. The Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction.

If requested by the Engineer or Consulting Engineer, through the Construction Manager, the Contractor shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment used in the Work. All materials and equipment shall be of first quality and applied, installed, connected, erected, used, cleaned and conditioned in accordance with instructions of the applicable manufacturer, except as otherwise provided in the Contract Documents.

3.6 RESPONSIBILITY FOR THE WORK

The Contractor represents and warrants by submission of its Bid that it has thoroughly examined and has become familiar with the Contract Documents and determined the nature and location of the Work, the general and local conditions, the availability of labor, materials, supplies, and equipment and all other matters which can in any way affect the Work under this Contract. Failure to make any examination necessary for this determination

shall not release the Contractor from the obligations of this Contract or be grounds for any claim based on unforeseen conditions.

The Contractor shall take all responsibility for the Work performed under this Contract. It shall in no way be relieved of its responsibility by any right of the Executive Director, Engineer, the Owner's employees or agents to give permission or orders, or by failure of such to give permission or to issue orders. The Contractor shall be responsible for all loss and damage incurred in transporting the equipment, materials or Work while under the direction or control of the Contractor, to, from or on the Job Site and for all loss and damage to the equipment, materials and/or Work or any part thereof caused by the Contractor, its agents, representatives or employees, any subcontractor, or any person or organization directly or indirectly employed or engaged by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, occurring prior to the Owner's Final Acceptance thereof.

3.7 COORDINATION

It shall be the Contractor's responsibility to coordinate all Work furnished under this Contract with the Construction Manager and with the Other Contractors to make sure that all Work performance guarantees are achieved and that the Work is properly constructed, assembled, installed and configured for reliable and continuous operation. The Contractor shall require its subcontractors to review the requirements set forth herein to insure that the Work and equipment integrated therein will be compatible and properly integrated, constructed, assembled and installed.

The Owner shall allocate the Work and designate the sequence of construction in case of controversy between the Contractor and Other Contractors and/or suppliers. The Contractor shall, at all times, have on site a Superintendent who is fully authorized as its agent. The Superintendent shall be capable of reading and thoroughly understanding the Contract Documents and shall receive and fulfill instructions from the Owner or its authorized representatives.

3.8 COOPERATION BETWEEN CONTRACTORS/DISPUTES OR ACTIONS BETWEEN CONTRACTORS

In the event the Owner contracts with Other Contractors or third parties for work on the Project on or near the Work covered by this Contract, the Contractor shall conduct its work so as not to interfere with or hinder the progress or completion of the work being performed by such Other Contractors. The Contractor shall cooperate with the Other Contractors working on the Project and coordinate its work with that of the Other Contractors.

The Contractor shall be responsible under the Contract to include all considerations, financial and otherwise, resulting from the requirement herein to interface, coordinate, and cooperate with Other Contractors working on the Project, as well as with the Owner and its authorized representatives.

The Contractor shall afford each Other Contractor or third-party performing work on the Project and each utility owner (and the Owner, if the Owner is performing additional work with the Owner's employees) proper and safe access to the Job Site and a reasonable

opportunity for the introduction and storage of materials and equipment and the execution of such other work. Unless otherwise provided in the Contract Documents, the Contractor shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate and connect with work performed by Other Contractors. The Contractor shall not endanger any work by Other Contractors by cutting, excavating or otherwise altering their work and will only cut or alter their work with the prior written consent, through the Construction Manager, of the Other Contractors whose work will be affected.

If any part of the Contractor's Work depends for proper execution or results upon the work of any Other Contractor, the Contractor shall within 48 hours of its anticipated start of the Work in a particular area inspect the work of the Other Contractors and report in writing to the Construction Manager any apparent discrepancies, interferences, defects, or delays in such work that render it unsuitable for the proper execution and results of the Contractor's Work. Failure of the Contractor to so inspect and report shall constitute an acceptance of the Other Contractor's work as fit and proper to receive the Contractor's Work, except as to defects which may develop in the Other Contractor's work after the execution of the Contractor's Work.

The Contractor agrees that all claims, disputes and other matters in question between the Contractor and Other Contractors, which arise out of or are related to this Contract or the breach thereof, shall be settled by agreement or, failing agreement, resolved through arbitration in accordance with the Construction Industry Rules of the American Arbitration Association then in effect, unless the parties to the dispute mutually agree otherwise. This agreement to arbitrate shall be specifically enforceable under the prevailing Arbitration Law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any Court having jurisdiction thereof.

Notice of the demand for arbitration shall be submitted in writing to the Other Contractor(s) and filed with the Pittsburgh Regional Office of the American Arbitration Association, with a copy to the Owner and the Construction Manager. The demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen.

Under no circumstances shall the Owner, the Final Design Consultants, the Construction Manager or any of the Owner's other agents or employees be made a party to such claim, dispute or other matter in question.

It is agreed by the parties to this Contract (the Owner as promisee and the Contractor as promisor) that the intent of this clause is to benefit the other as an indication of the mutual intent of the Owner and the Contractor that this clause raise such Other Contractors to the status of third-party beneficiaries only as to the terms and conditions of this Contract Section. The Contractor agrees that this Contract Section is provided as a benefit to the Contractor and that it specifically excludes claims against the Owner, the Final Design Consultants, and the Construction Manager for delay or other damages.

3.9 INSURANCE

The terms, conditions and provisions related to insurance and Special Provisions for Protection of Railway Interest are contained in **Exhibit "A"**, attached hereto and made a part hereof. It shall be the responsibility of the Contractor to make certain that its subcontractors and suppliers comply with any such insurance requirements relating to them.

3.10 INDEMNIFICATION

The Contractor shall be liable for, and shall protect, indemnify and save harmless the Owner, the Consulting Engineer(s), the Construction Manager, and their officers, members, employees, agents and invitees (hereinafter, the "Indemnified Parties") against and from any and all liabilities, suits, actions, claims, demands, losses, expenses and costs of every kind and nature incurred by or asserted or imposed against the Indemnified Parties, or any of them, by reason of any accident, injury (including death) or damage to any person or property, or loss of use, however caused resulting from any act of commission or omission of the Contractor, any subcontractor of the Contractor of any tier, or any person or organization directly or indirectly employed or engaged by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, whether or not caused in part by the active or passive negligence or other fault of any of the Indemnified Parties; provided, however, that the foregoing obligations shall not arise if such liabilities, suits, actions claims, losses, expenses and costs are caused by the sole negligence of any of the Indemnified Parties. Furthermore, the foregoing obligations shall survive the completion of the Work and/or termination of the Contract.

In any and all claims against Indemnified Parties by any employee of the Contractor, any subcontractor, any person or organization directly or indirectly employed or engaged by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, the above defense, indemnification and hold harmless obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any such subcontractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts, nor shall this defense, indemnification and hold harmless obligation be limited in any way by the amount or type of insurance coverage held by the Owner, the Consulting Engineer, the Construction Manager, or any of their subcontractors.

The Contractor and its subcontractors shall require their insurance carriers, with respect to all insurance policies, to waive all rights of subrogation against the Indemnified Parties; provided, however, that such waiver shall not extend to the Consulting Engineer, or the Construction Manager, their agents or employees, for liability arising out of (1) the preparation or approval of maps, Drawings, opinions, reports, surveys, Change Orders, designs or Specifications or (2) the giving of, or the failure to give, directions or instructions by the Consulting Engineer or the Construction Manager, their agents or employees provided that any such act or omission is the sole cause of the loss or damage claimed.

3.11 PERMITS

Unless otherwise provided in the Contract Documents or unless otherwise provided by the Engineer in writing, the Contractor shall, prior to beginning Work at the Job Site, obtain and pay for all permits and licenses necessary to complete the Work and shall provide a copy of such to the Construction Manager prior to beginning Work at the Job Site. The Owner shall assist the Contractor, when necessary, in obtaining such permits and licenses. The Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Contract.

3.12 NON-DISCLOSURE OF OWNER RELATED INFORMATION

During all times that the Contractor is engaged on behalf of the Owner and at all times subsequent to the date of this Agreement, Contractor acknowledges and agrees that Contractor is prohibited, without prior written consent from the Owner, from displaying or utilizing Owner Related Information on Contractor's public website, in Contractor's marketing materials or in any other form of communication intended for dissemination to third parties. Owner Related Information shall include, but is not limited to, **(1)** photographs, drawings or maps of the Owner's facility or the work Contractor performs for the Owner, **(2)** documents obtained from or prepared by the Owner or associated in any way with the Contractor's work for the Owner, **(3)** photographs or images of the Owner's employees or attendees at Owner's meetings, and/or **(4)** written descriptions of the Owner's facility or Contractor's work for the Owner.

3.13 DOCUMENTS, RECORDS AND PAYROLLS

A. Documents

The Contractor shall keep at the Job Site for inspection by the Owner all Contract Documents that reflect changes made during the performance of the Contract. If there is more than one Job Site, the Contractor shall keep complete sets of such Contract Documents at each Job Site.

The Contractor shall prepare and/or maintain all documents required by this Contract in accordance with the Contract Documents and shall deliver such documents to the Construction Manager in the specified form and quantity before final payment is made.

The Contractor shall not be compensated for performing Work or ordering materials shown on construction, shop, and detailed drawings which have been prepared under its Contract until such drawings have been reviewed and accepted in accordance with the procedure established in the Contract Documents.

B. Records

The Owner or any duly authorized representative may inspect and copy the Contractor's records, pertinent books, documents and papers relating to the Project at any time up to **four (4) years** after the day final payment is made. In the event of arbitration, litigation or the settlement of claims arising out of the performance of this Contract or any contracts with vendors, the time period provided in this paragraph shall be extended until any appeal, arbitration, litigation or claim shall have been finally disposed of.

The Contractor shall check all materials, equipment, and labor entering into the Work and shall keep such full and detailed accounts as may be necessary for verification of progress payment requests and other invoices issued by the Contractor under this Contract.

C. Payrolls

The Contractor shall furnish the Owner immediately after each pay period, **two (2) copies** of each certified payroll for its Work and the Work of its subcontractors, prepared on forms furnished by the Owner, or in a form approved by the Pennsylvania Department of Labor, and executed and sworn to by the Contractor's and subcontractors' respective payroll supervisor.

The Contractor shall keep and require their subcontractors to keep for **four (4) years** from the date of payment a record showing the name, craft, and hourly wage paid to each employee working on the Project.

Whenever the first payroll is filed with the Owner, or whenever a new payroll supervisor is employed, the Contractor shall file an affidavit, executed by the employer (or the employer's agent duly authorized by a written Power of Attorney or otherwise legally capable of binding the employer) setting forth the name of the payroll supervisor and that the payroll supervisor has full knowledge of the facts sworn in the payroll statement.

3.14 PATENTS AND PROPRIETARY RIGHTS

The Contractor shall acquire (in a form acceptable to legal counsel of the Owner), through assignment, purchase, license, or other means, all rights required to fully utilize all technology, know-how, trade secrets, inventions, processes, articles, procedures, equipment, apparatus, devices, or any part thereof, and any and all things or matters that are to be used in pursuance of performance of the Work under the terms and conditions of this Contract.

In case a temporary, preliminary or permanent injunction is secured because of an alleged patent or proprietary rights infringement which prevents the Owner from using the process, materials or equipment furnished, utilized or installed, the Contractor, at its option and expense, shall within **thirty (30) calendar days** following notification either: **(1)** procure the right for the Owner to continue using the same process, materials or equipment; **(2)** modify the process, materials or equipment; **(3)** provide a replacement process, materials or

equipment which is non-infringing, it being understood that such modification must meet the approval of the Owner (which approval must be recorded in a writing signed by the Engineer); or, (4) take back the materials or equipment and refund the purchase price. The Contractor will also be subject to the Owner's damages caused by any violation or alleged violation of payment or proprietary rights of a third party. The obligations of the Contractor under this paragraph continue without time limit.

The Contractor agrees to defend, indemnify and hold harmless Indemnified Parties from and against, and to reimburse the foregoing for all loss, damage, cost and expense (including attorneys fees) arising from or resulting from the infringement, alleged infringement or violation of a patent, copyright or other intellectual property or proprietary right, or violation of a patent right, copyright or other intellectual property or proprietary right with respect to equipment, apparatus, materials, supplies, documents, data, manuals, lists, information, technology, know-how, trade secret, invention, process, procedure, device or article, or any part thereof, furnished, utilized or installed by the Contractor or arising from or occasioned by the use or manufacture thereof, including their use by the Owner or resulting in any way from the Contractor's performance of the Work. The Contractor shall pay any loss, damage, cost and expense in a suit so defended. The Owner and the Contractor further agree that the Contractor waives any and all claims, rights and causes of action it may have, now or in the future, against the Owner arising out of compliance with any specifications the Owner furnishes to the Contractor. To wit, the Contractor hereby waives and relinquishes any claim, right or cause of action it may have against the Owner deriving from the Owner's duty, under state law or otherwise, to hold the Contractor harmless against claims for infringement or the like which arises out of compliance with said specifications.

3.15 CONTRACTOR'S CERTIFICATE AND SURETY COMPANY STATEMENT

Before final payment is made by the Owner, the Contractor shall furnish to the Owner a Certificate of Satisfaction, on the form included in the Contract Documents, or, if not so included, on the form customarily used by the Owner, stating that all bills for labor and equipment and all outstanding claims and indebtedness of whatsoever nature arising out of the performance of this Contract, including payments to all subcontractors and suppliers, have been paid. The Contractor shall also furnish statements by each surety, on the form included in the Contract Documents, that the surety is satisfied that payment of all the above such bills, claims and indebtedness has been made.

3.16 NO LIEN AGREEMENT/RELEASE

The Contractor, on behalf of itself, its subcontractors and suppliers, hereby specifically waives the right to file any mechanic's or other lien for work performed or materials furnished in or about the performance of this Contract, and it is hereby expressly agreed that no such claim or claims shall be filed by anyone or any entity and that the Contractor shall not file or permit any subcontractor, supplier, material man, mechanic or other person or entity to file any mechanic's or other lien for work performed or materials furnished in or about the performance of this Contract against the Owner, and/or the ground upon which the structure or work herein provided for is erected or performed, or against any structure thereon erected or to be erected, or against any structure or property of the Owner.

3.17 PERMISSION TO SUBLET OR ASSIGN

The Contract Agreement may not be assigned by the Contractor nor may any obligation of the Contractor hereunder be assumed by any other person or third party without the prior written consent of the Owner and concurrence by the surety. The Contractor shall be required to present a request for such an assignment to the Owner, in writing, for consideration and approval, and the assignment shall be consummated only upon receipt of the written approval of the Owner. In the case of the Owner's approval, the Contractor shall file copies of all related legal documents with the Owner. The Contractor may perform portions of this Contract through any of its subsidiaries, affiliates, subcontractors, or licensees, however, the Owner will administer this Contract solely through the Contractor and will not deal directly with any subsidiary, affiliate, subcontractor or licensee.

3.18 ASSIGNMENT OF ANTITRUST CLAIMS

The Contractor and the Owner recognize that in actual economic practice, overcharges by Contractor's subcontractors and/or suppliers resulting from violations of state or federal antitrust laws are in fact borne by the Owner. As part of the consideration for the award of this Contract, and intending to be legally bound, the Contractor assigns to the Owner all right, title and interest in and to any claims the Contractor now has or may hereafter acquire under state or federal antitrust laws relating to any products or the Work which is the subject of this Contract.

3.19 CONCERNING SUBCONTRACTORS AND OTHERS

The Contractor shall not employ any subcontractor, person or entity, including those initially acceptable to the Owner against whom the Owner may have a reasonable objection. In the event the Contractor fails or refuses to replace, within a reasonable time, any subcontractor, person or entity to which the Owner has taken reasonable objection, the Owner may stop the Contractor's performance until such time that a replacement is effectuated. The Contractor shall be liable for any and all damages related to any reasonable stoppage of the Contractor's performance under this Section. This Section shall not limit the Owner's right to recover for breach of contract or any other legally recognizable cause of action.

The Contractor shall establish the qualifications of subcontractors and will make sure that they comply with the **Insurance Requirements of Exhibit "A"**. In addition, the Contractor shall establish that subcontractors providing any professional services have adequate professional liability insurance. The Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Contract Documents) of any such subcontractor or other person or entity so identified may be revoked upon the Owner's written objection, in which case the Contractor shall submit a substitute acceptable to the Owner. No acceptance by the Owner of any such subcontractor or other person or entity shall constitute a waiver of any right of the Owner to reject Defective Work.

The Contractor shall be fully responsible to the Owner for all acts and omissions of its subcontractors and other persons and entities performing or furnishing any of the Work under a direct or indirect contract with the Contractor just as the Contractor is responsible for

its own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such subcontractor or other person or entity any contractual relationship between the Owner and any such subcontractor or other person or entity, nor shall it create any obligation on the part of the Owner to pay or to see to the payment of any moneys due any such subcontractor, supplier or other person or entity.

The Articles and Sections of the Contract Documents and the identifications of any Drawings shall not prohibit or restrict the Contractor in dividing the Work among subcontractors or delineating the Work to be performed by any specific trade.

All Work performed for the Contractor by a subcontractor will be pursuant to an appropriate agreement between the Contractor and the subcontractor which specifically binds the subcontractor to the terms, conditions, requirements and prohibitions of the Contract Documents for the benefit of the Owner except where Owner approves otherwise, in writing. Whenever any such agreement is with a subcontractor who is listed as an **additional insured on the property insurance** provided in **Exhibit "A"**, the Contract Documents or in a writing signed by the Engineer, the agreement between the Contractor and the subcontractor will contain provisions whereby the subcontractor waives all rights against the Owner, the Contractor and all other additional insureds for all losses and damages caused by, arising out of or resulting from any of the perils covered by such policies and any other property insurance applicable to the Work; provided, however, that such waiver shall not extend to the Consulting Engineer or the Construction Manager, their agents or employees, for liability arising out of (1) the preparation or approval of maps, Drawings, opinions, reports, surveys, Change Orders, designs or Specifications or (2) the giving of, or the failure to give, directions or instructions by the Consulting Engineer or the Construction Manager, their agents or employees provided that such giving, or failure to give, is the sole cause of the loss or damage arising there from. If the insurers on any such policies require separate waiver forms to be signed by any subcontractor or any other entity engaged to do the Work, the Contractor will obtain the same.

With regard to any claim or dispute with respect to payment of a subcontractor of any tier, the Contractor expressly agrees to defend, indemnify and hold the Owner harmless in the event any suit is brought on account of a dispute between any of the parties including, but not limited to, subcontractors, suppliers and material men. The Contractor shall assume the defense affirmatively at its sole cost whenever such suit is brought in any jurisdiction and shall keep the Owner advised as to all important developments.

3.20 ETHICS IN PUBLIC CONTRACTING

The Contractor certifies that it has entered into the Contract without collusion or fraud; that it has not offered or received any kickbacks or inducements from any other supplier, manufacturer or subcontractor in connection with the Contract; and that it has not conferred on any public employee having official responsibility for this construction transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised.

3.21 INTOXICATING LIQUORS, CONTROLLED SUBSTANCES, OR SIMILAR ACTING DRUGS

The Contractor shall not sell or permit or suffer the introduction or use of intoxicating liquors, controlled substances (without benefit of prescription), or other similar-acting drugs on or about the Work.

The Contractor shall implement, maintain and document a controlled substance surveillance program for all on-site personnel. An outline of this program shall be submitted to the Construction Manager for record prior to the issuance of the Notice to Proceed.

3.22 SALES AND USE TAX

The Owner renders a public utility service, i.e., sewage treatment. Pennsylvania Department of Revenue Regulations provide, in part, that a contractor or subcontractor's purchase of "equipment, machinery or parts thereof" which are "used directly in the rendition of a public utility service upon installation" are exempt from Pennsylvania sales tax. See Section 204(k)(8)(C) of the Tax Reform Code of 1971, Act of March 4, 1971, P.L.6, as amended (the "Act") and Pennsylvania Department of Revenue Regulation 61 Pa. Code § 31.13(b). Accordingly, the Owner shall issue to Contractor one or more exemption certificates in the form attached hereto as Exhibit D so that Contractor may avail itself of the said sales and use tax exemption.

Notwithstanding the foregoing, the Owner makes no representation or warranty regarding the applicability of the exemption with respect to any particular purchase of property by Contractor in connection with the Work. The Contractor shall remain responsible for the full amount of sales and use tax, including interest and penalty, applicable to its Work under this Contract and required to be paid pursuant to Section 204 of the Act and Pennsylvania and local law. The Contractor represents that it is familiar with the Pennsylvania and local sales and use tax law, regulations and rulings applicable to construction contracts including Pennsylvania Department of Revenue Regulations 61 Pa. Code §§ 31.11, Construction Contractors-Definitions, 31.12, Construction Contractor-Imposition of Tax, and 31.13, Construction Contractors-Claim for Exemptions.

The Contractors shall be responsible for determining which materials and equipment it believes are entitled to exemption from sales and use tax. The Owner shall not be obligated to issue any exemption certificate if it believes an exemption is not applicable. Such decision by the Owner shall not entitle the Contractor to a change in the Contract Sum.

Contractor shall indemnify, defend and hold harmless the Owner, and all other parties entitled to indemnification under this Contract, from the obligation to pay any Pennsylvania and local sales and use tax, interest and penalty which may become due under this Contract.

The Contractor hereby assigns to Owner the exclusive right to seek any and all refunds of Pennsylvania and local sales and use tax erroneously paid pursuant to this Contract. The Contractor shall cooperate fully with the Owner in developing information for the preparation of its refund claim including without limitation copies of purchase invoices and canceled checks. If Contractor concludes that use tax is due under this contract, it shall provide Owner with the basis for its determination at the time the use tax return is required to

be made. The Contractor shall also provide Owner copies of its use tax returns and canceled checks for the payment of use tax. In any case where Owner files a refund claim, the Contract shall provide testimony and affidavits as necessary in support of Owner's claim.

RIGHTS AND DUTIES OF THE OWNER

3.23 AUTHORITY OF THE OWNER

The Owner, either directly or through its agents, shall be the sole judge of the intent and meaning of the Contract Documents and its decisions thereon and its interpretations thereof will be final, conclusive and binding on all parties.

The Engineer through the Construction Manager, shall be the representative of the Owner during the life of the Contract and will observe the Work in progress on behalf of the Owner. The Engineer shall have the authority:

- A. To act on behalf of the Owner to the extent expressly provided in the Contract or otherwise in a writing signed by the Executive Director.
- B. To stop the Work whenever such stoppage may be necessary, in its sole discretion, to prevent improper execution of the Work, or otherwise to protect the Owner's interests.
- C. To approve and direct the sequence of execution and general conduct of the Work and to direct those changes be made in such sequence where, in its sole discretion, public necessity or welfare, the interest of the Owner, or the progress of the Work will require; such approval or direction will, however, in no way relieve or diminish the responsibility of the Contractor for or in the performance of the Work;
- D. To determine the amount, quality, acceptability and fitness of all Work, materials and equipment required by the Contract; and,
- E. To decide all questions which arise in relation to the Work, the performance thereof, and the fulfillment of the Contract.

Any delay, failure or omission of the Owner to exercise any obligations or powers shall not impair any such obligations or powers, nor shall the same be construed to be a waiver thereof or any acquiescence therein, nor shall any such action or inaction by the Owner alter or impair the obligations of the Owner.

The Owner shall not, unless specifically required by the Contract Documents, supervise, direct or have control or authority over, or be responsible for the Contractor's means, methods, techniques, sequences or procedures of construction or the safety precautions and programs incident thereto, or for any failure of the Contractor to comply with laws and regulations applicable to the furnishing or performance of the Work. The Owner shall not be responsible for the Contractor's failure to perform or furnish the Work in accordance with the Contract Documents.

3.24 ACCESS TO WORK

The Owner, and its officers, agents, servants and employees may, during the hours of **7:00 A.M. to 5:00 P.M.**, Monday through Friday or at such other times when the Work is being performed, enter upon the premises used by the Contractor, including the Contractor's offices and/or factory for the purpose of inspection of the Work, and the Contractor shall at all times provide safe and proper facilities, therefore. This provision shall not be interpreted as limiting or restricting, to any degree, the Owner's right to free and unrestricted access to its own property and facilities or any portion of the Work therein.

3.25 EXAMINATION OF WORK

The Contractor shall furnish the Owner with a minimum of **seven (7) calendar days** notice of the Contractor's and/or any subcontractor's or supplier's intent to conduct shop tests, Performance and Acceptance Tests and any other tests, as described herein, to enable the Owner to witness such testing. The Contractor shall provide the Owner with full access to all construction, manufacturing or testing facilities for the purposes of examining and inspecting the Work; for witnessing of testing; and for ascertaining that the Work is being performed in accordance with the requirements and intent of the Contract Documents. The Contractor shall furnish the Owner with every reasonable facility necessary for the Owner to make such inspections or examinations.

3.26 RIGHT TO TEST OR INSPECT

The Owner reserves the right to conduct any test or inspection it may deem advisable to assure that construction, supplies and services conform to the provisions of the Contract Documents. If such tests reveal that material and/or work does not meet Contract requirements, the Contractor will be responsible for the costs related to this testing or retesting.

3.27 RIGHT TO MATERIALS/REUSE OF DOCUMENTS

Nothing in the Contract shall be construed as vesting in the Contractor any right of property in the materials, equipment, apparatus and other items furnished after they have been installed or incorporated in or attached or affixed to the Work or the Job Site, but all such materials, equipment, apparatus and other items shall, upon being so installed, incorporated, attached or affixed, become the sole and exclusive property of the Owner.

The Specifications, Drawings, manufacturing data and other information transmitted from the Owner to the Contractor in connection with the Contract are the property of the Owner and are disclosed in confidence on the condition that they are not to be reproduced, copied or used for any purpose other than performance of the Contract.

The Contractor and any subcontractor or supplier or other person or organization performing or furnishing any of the Work **(i)** shall not have or acquire any title or ownership rights in any of the drawings, specifications or other documents (or copies of any thereof) prepared by or bearing the seal of the Engineer, the Consulting Engineer and **(ii)** shall not reuse any such drawings, specifications or other documents or copies related to the Project without the express written consent of the Owner.

PERFORMANCE OF CONTRACT**3.28 PROJECT COORDINATION****A. Preconstruction Conference**

The Owner shall designate the time and location of the Preconstruction Conference which shall be attended by principals of the Contractor, each subcontractor and each major supplier, or their designated representatives; the Owner; the Engineering Manager; the Consultant Engineer(s); the Construction Manager; and other involved parties to establish Project administrative procedures and to discuss any other appropriate items. The Contractor shall not begin performance of the Work prior to the Preconstruction Conference unless authorized by the Construction Manager in writing.

B. Progress Meetings

Progress Meetings shall be held weekly at times designated by the Construction Manager throughout the period of this Contract. Additional meetings may be arranged at the request of either party when deemed necessary or required by the Contract Documents.

C. Contractor's Superintendent

The Contractor shall identify prior to contract award and assign to the Work, at all times during the life of this Contract, its own competent Superintendent (acceptable to the Owner), who shall not be replaced without written notice to the Construction Manager. The Superintendent will be the Contractor's representative at the Job Site and shall have authority to act on behalf of the Contractor. All communications to the Superintendent shall be as binding as if given to the Contractor.

D. Schedules

Prior to the start of Work, the Contractor shall submit the following preliminary schedules: a "Mobilization Schedule," which covers the first **ninety (90) calendar days** of performance of the Work; a "Shop Drawing and Sample Submittal Schedule"; and a completed Schedule of Values. Each preliminary schedule shall be submitted to the Construction Manager, within **ten (10) working days** of Notice of Award but, in all events, at least **five (5) working days** in advance of the Preconstruction Conference. Within **thirty (30) calendar days** of the receipt of the Notice to Proceed, the Contractor shall submit to the Construction Manager a complete "Contract Schedule" that covers the entire performance of the Work. No progress payments shall be made to the Contractor until the schedules referenced above are submitted to and found acceptable to the Construction Manager.

3.29 TIME FOR COMPLETION, MILESTONE DATES

A. Contract Time

The Contractor shall commence the Work immediately upon receipt of the written Notice to Proceed and shall prosecute the Work diligently to completion within the number of calendar days specified in **Paragraph 3 of the Contract Agreement** (the "Contract Time"). Time is of the essence as regards Contractor's Work.

B. Schedule

The Owner's operations, the scope of the Project and the Work to be furnished under this Contract require careful coordination by the Construction Manager and scheduling between the Contractor and all Other Contractors. Since it will be necessary for the Owner to maintain continuity of its current operations throughout the Contractor's performance, it will be necessary for the Work to be phased in such a manner that portions of the Work will be constructed, installed, started-up and completed in sequence with work performed by Other Contractors and suppliers. The **Contract Schedule** prepared by Contractor pursuant to **Section 3.27D**, above must be based upon, and demonstrate the Contractor's ability to meet, the milestones established for the Project ("**Project Milestones**"). Where the achievement of a Project Milestone is dependent upon the Contractor's completion of all or any portion of the Work to be performed under this Contract, a "Construction Milestone" applicable to the Contractor's Work will be established by the Owner and incorporated by the Contractor into the Contract Schedule.

C. Liquidated Damages

If the Work is not completed within the Contract Time for any Construction Milestone, damage will be sustained by the Owner. It is impracticable and extremely difficult to ascertain and determine actual damages which the Owner will sustain by reason of such delay. It is therefore agreed that the Contractor will be required to pay, as liquidated damages and not as penalty, for delay damages sustained solely by the Owner, the sum of money stipulated in **Paragraph 3 of the Contract Agreement** for each and every calendar day's delay in finishing the Work beyond the Contract Time prescribed for each Construction Milestone.

The Owner may, at its option, apply any liquidated damages as a credit against the Contract Sum by way of a change order or payment deduction. The remedies provided herein are not exclusive and are in addition to any other rights and remedies provided by law or under the Contract and the Contractor remains liable for damages caused by reasons other than delay.

3.30 TEMPORARY SUSPENSION OF THE WORK

The Owner shall have the authority to suspend the Work wholly, or in part, for such period or periods as it may deem necessary, due to unsuitable weather, or such other conditions as are considered unfavorable for the prosecution of the Work, or for such time as is necessary

due to the failure on the part of the Contractor to carry out orders given or perform any or all provisions of the Contractor for any other reason deemed necessary or appropriate by the Owner.

In the event that the Contractor is ordered by the Owner, in writing, to suspend the Work for some unforeseen cause not otherwise provided for in the Contract and over which the Contractor has no control and is not at fault, the Contractor may be reimbursed for actual out-of-pocket costs directly related to the suspension of the Work. No allowance will be made for loss profits or any incidental or consequential loss or damage. The period of shutdown shall be computed from the effective date of the Owner's order to suspend Work to the effective date of the Owner's order to resume the Work. Claims for additional compensation resulting from the shutdown shall be filed with the Owner within **ten (10) working days** of the Owner's order to resume Work unless otherwise stated in the Owner's order to resume Work. The Contractor shall, within **twenty (20) calendar days** or such other time as the Owner may specify, submit with its claim information substantiating the amount shown on the claim. The Owner will consider the Contractor's claim in accordance with the Contract Documents. No provision of this Section shall be construed as a waiver by the Owner of its right to subsequently terminate the Contract or as relieving the Contractor from its full responsibility for performance of its obligations under this Contract or as entitling the Contractor to compensation for delays due to: **(i)** the Contractor's failure to carry out orders given or to perform any or all provisions of the Contract; **(ii)** suspensions made at the request of the Contractor; or **(iii)** for any other delay provided for in the Contract Documents unless otherwise specified. Additionally, no provision of this section shall be construed as obligating the Owner to suspend Work for such reasons.

If it should become necessary to suspend Work for an indefinite period, the Contractor shall store all materials in such manner that they will not become an obstruction nor become damaged in any way. It shall take every precaution to prevent damage or deterioration of the Work performed and shall provide for proper drainage of the Work.

3.31 REQUESTS FOR INFORMATION AND FIELD INSTRUCTIONS

A. Requests for Information

Monitoring the "**Request for Information**" ("**RFI**") process is the responsibility of the Construction Manager. In general, the Contractor is responsible for initially issuing an RFI (pursuant to the form then currently utilized by the Owner) upon discovery of a problem or question. The Construction Manager may at times issue RFIs.

B. Procedure

1. The Contractor is responsible for being thoroughly familiar with the procedures, requirements and conditions of the Contract Documents which relate to the RFI.
2. If at any time after receiving the Notice to Proceed, the Contractor discovers conflicts, omissions, errors or ambiguity in the Contract Documents or between the Contract Documents and any provision of any law or regulation

applicable to the performance of Work; or if it appears to the Contractor that the Work to be done or of any matter related thereto is not sufficiently detailed or explained in the Contract Documents; or if it appears to the Contractor that an order or direction of the Engineer, the Consulting Engineer or the Construction Manager is unclear, then, before proceeding with the Work affected, the Contractor shall notify the Construction Manager in writing and request information/clarification or additional detailed information concerning the Work on the RFI form.

3. If pursuant to the judgment of the Construction Manager, the RFI is an emergency, the resolution will be handled by telecopy or telephone.
4. If the answer to an RFI initiated by the Contractor is clearly contained in the Contract Documents, the Contractor shall be responsible and liable for any costs or delays associated with the review of the RFI.

C. Field Instructions

The Owner may issue Field Instructions, through the Construction Manager, from time to time as may be necessary or appropriate to interpret or to resolve any ambiguity or error in the Specifications or Drawings or to make any minor change to the Specifications or Drawings that does not result in a net change in the Contract Sum, the Contract Time or the quality of material or workmanship. Field Instructions shall be effective upon delivery to the Contractor. Field Instructions may not change or alter the General Conditions.

3.32 CHANGE ORDERS

A. Contract Changes

1. The Owner reserves and shall have the right to make such alterations in the Work, including changes to the Contract Sum and Contract Time, as may be necessary or desirable to complete the Work in an acceptable manner.
2. This Contract may be revised at any time by means of a written Change Order issued in accordance with this Section of the General Conditions signed by both the Owner and the Contractor. This provision cannot be waived, and no oral amendment of this Contract shall be effective.
3. A change in the Work, the Contract Sum or the Contract Time shall be accomplished only by Change Order. Direction to proceed with a change in the Work may be given by the Owner through a Proposed Change Order (PCO) fully executed by the Owner and the Contractor which directs the Contractor to proceed with the change in the Work. Subsequently, a Change Order shall formalize any changes in the Work, Contract Sum and Contract Time related to such PCO that direct the Contractor to proceed with a change.

4. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that the Owner has been unjustly enriched by any alteration or addition to the Work, whether or not there is, in fact, any unjust enrichment shall be the basis of any claim to an increase in any amounts due under the contract Documents or a change in any time period provided for in the Contract Documents.
5. Until a Proposed Change Order (PCO) which directs the Contractor to proceed with a change in the Work is fully executed by the Owner and the Contractor, or a written Change Order is approved in writing by the Owner, no money or time shall be expended by the Contractor on performing work that is the subject of a Change Order pending approval and none of the money and time actually expended will be reimbursed to the Contractor and the cost of all corrective work will be the responsibility of the Contractor.

B. General

1. The Construction Manager will have primary responsibility for the administration of Change Orders approved by the Owner.
2. Upon receipt of a Proposed Change Order (PCO) from the Owner through the Construction Manager, the Contractor shall, within **ten (10) working days**, submit a proposal for the work covered by the PCO, including any requested adjustment in the Contract Sum or the Contract Time, properly itemized and supported by sufficient substantiating data to permit evaluation. Failure to request a modification of the Contract Time when submitting such proposal shall constitute a waiver of the Contractor's right to subsequently claim an adjustment of the Contract Time based upon such changed work.
3. The cost or credit to the Owner resulting from a change in the Work shall be determined in one or more of the following ways:
 - a. At a Lump Sum Price agreed upon before the additional Work is commenced and stated in the Change Order for the Work;
 - b. On a unit price basis at the unit prices quoted in the Contractor's Bid or, if none are established, by unit prices inferred from the Contract and agreed to by the Owner and Contractor; or
 - c. On a time and material basis as provided in **Section C** below (the "Time and Material Method").
4. The Owner shall have no obligation to pay for profit or consequential loss claimed by the Contractor on Work eliminated by Change Order.
5. Notwithstanding any other provisions of the Contract, if the Owner and the Contractor are unable to agree upon an adjustment of the Contract Sum or the

Contract Time connected with a change in the Work, the Owner reserves the right to make other arrangements for its completion.

6. Work in addition to that prescribed by the Contract Documents shall not be performed without a signed Change Order or signed PCO except under emergency circumstances which pose a clear and present danger to property or persons. Emergency changes shall be compensated using the Time and Material Method.
7. All Work performed pursuant to any Change Order will be performed under the applicable conditions and provisions of the Contract Documents (except as otherwise specifically provided). If notice of any change relating to the general scope of the Work or the provisions of the Contract Documents is required to be given to a surety, the giving of such notice will be the Contractor's responsibility, and the Contractor will make certain that the amount of each applicable Bond will be adjusted accordingly.
8. Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work which is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and the Contract Time. In the event a Change Order increases the Contract Sum, Contractor shall include the work covered by such Change Order in Applications for Payment as if such Work were originally part of the Contract Documents.

C. Time and Material Method

1. In the event the Contractor and Construction Manager are unable to agree on the basis for compensating the Contractor for a change in the Work, the Contractor, provided he receives a written Change Order signed by the Owner, shall promptly proceed with the work involved. The cost of such work shall then be determined on the basis of the reasonable expenditures and savings of those performing the work attributable to the change, including, in the case of an increase in the Contract Sum, a reasonable allowance for overhead and profit determined in accordance with **Paragraph D.** below. In such case, and also under **Clauses B.4.b.** and **B.4.c.** above, the Contractor shall keep and present an itemized accounting together with appropriate supporting data for inclusion in a Change Order.
2. Unless otherwise provided in the Contract Documents, cost shall be limited to the following: cost of materials, including sales tax and cost of delivery; cost of labor, including social security, old age and unemployment insurance, and fringe benefits required by agreement or custom; workers' compensation insurance; bond premiums; rental value of equipment and machinery; and the additional cost of supervision and field office personnel directly attributable to the change.
3. Pending final determination of cost to the Owner, payments on account shall

be made monthly in accordance with the payment and other applicable provisions set forth in the Contract Documents. The amount of credit to be allowed by the Contractor to the Owner for any deletion or change which results in a net decrease in the Contract Sum will be the amount of the actual net cost. When both additions and credits covering related work or substitutions are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increase, if any, with respect to that change.

D. Overhead and Profit

For any adjustments to the Contract Sum which are based on other than the unit prices method, the Contractor agrees to charge, and accept, as payment for overhead and profit, the following percentages of direct costs attributable to the change in the Work:

1. **Twenty percent (20%)** for work by the Contractor not involving subcontractors.
2. **Five percent (5%)** for work by subcontractors;
3. When both additions and credits are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increase, if any.
4. For additional work ordered as described above which will be executed by subcontractors, it is agreed that subcontractors will be permitted to charge **fifteen percent (15%)** for work not involving sub-subcontractors and **five percent (5%)** for work by sub-subcontractors. In no case will the cumulative total for overhead and profit exceed **thirty percent (30%)** of the direct cost of labor, materials and equipment, notwithstanding the number of contract tiers actually existing.

3.33 DELAYS AND EXTENSIONS OF TIME

If the Contractor is delayed at any time in the progress of the Work by any act or neglect of the Owner, or by changes requested by the Owner in the Work, or by labor disputes, fire, unusual delay in transportation, severe weather, unavoidable casualties, or any other cause beyond the reasonable control of Contractor and all subcontractors and not otherwise attributable to any fault of Contractor or any subcontractor, any breach by Contractor or any subcontractor of its obligations under the Contract Documents or its subcontract, as the case may be, or by any other cause which, in the judgment of Owner, justifies the delay, then the Contract Time shall be extended commensurately by written **Change Order** as provided in **Section 3.31**.

Any request for a change in the Contract Time shall be made in writing to the Owner not more than five days after the commencement of the delay. In the case of a continuing delay only one claim is necessary. The Contractor shall provide an estimate of the probable effect of such delay on the progress of the Work, the Construction Milestones Schedule, and

Substantial Completion Dates.

Notwithstanding anything to the contrary in the Contract Documents, an extension in the Contract Time, to the extent permitted under Paragraph A above, shall be the sole remedy of the Contractor for any (1) delay in the commencement, prosecution or completion of the Work, (2) hindrance, interference or obstruction in the performance of the Work, (3) loss of productivity, or (4) other similar claims (collectively referred to in this Paragraph as "Delays") whether or not such Delays are foreseeable, unless a Delay is caused by acts of the Owner constituting active interference with the Contractor's performance of the Work, and only to the extent such acts continue after the Contractor furnishes the Owner with notice of such interference. In no event shall the Contractor be entitled to any compensation or recovery of any damages, in connection with any Delay, including, without limitation, consequential damages, lost opportunity costs, impact damages or other similar remuneration. The Owner's exercise of any of its rights or remedies under the Contract Documents (including, without limitation, ordering changes in the Work or directing rescheduling or correction of the Work), regardless of the extent or frequency of the Owner's exercise of such rights or remedies, shall not be construed as active interference with the Contractor's performance of the Work.

3.34 PROGRESS ESTIMATES AND APPLICATIONS FOR PAYMENT

The parties hereto agree that **Act 142 of 1994**, amending the Public Works Contract Regulation Law (**73 P.S. Section 1621**) shall not apply to any Contract terms between the Owner and the Contractor.

For the purposes of this Contract, the Owner intends to make progress payments to the Contractor based upon the extent of the Work completed. Determination of the amount of Work completed will be determined in accordance with this **Section 3.33**.

The Contractor shall submit a proposed Schedule of Values to the Construction Manager pursuant to the Contract requirements to enable the Construction Manager to prepare an estimate form or review a payment form for use in determining the amount of monies periodically due to the Contractor for completed Work. In order to make progress payments, it will be necessary for the Contractor to include values for each item of Work shown as an activity on the Contractor's Project Schedule. The Construction Manager will have the right to approve, modify or reject this price breakdown if, in its sole opinion, the amounts reflected are not appropriate to the Work elements involved; there are missing or incomplete items; or the unit prices listed thereon are unbalanced. The determination of the Construction Manager with regard to the price breakdown shall be final, binding and nonappealable.

The Owner, at its option, may make payments for materials and equipment stored at the Job Site or at a facility acceptable to the Construction Manager. If payment is requested on the basis of materials and equipment not incorporated in the Work, but deliberately and suitably stored at the Job Site or at another location agreed to in writing, any application for payment shall be accompanied by a bill of sale, paid invoice or other documentation warranting that the Owner has received the materials and equipment free and clear of all liens and encumbrances and evidence that the materials and equipment are covered by Contractor

supplied property insurance and other arrangements to protect the Owner's interest therein, all of which will be satisfactory to the Owner. Payment shall only be requested for those stored materials and equipment not incorporated into the Work if their unit cost is greater than **\$500** or their bundled value is greater than **\$1,000**. (Broken bundles or boxes will be discounted.)

he Contractor warrants and guarantees that title to all Work, materials and equipment covered by any progress payment, whether incorporated in the Project or not, will pass to the Owner no later than the time of application for payment, free and clear of all liens and encumbrances.

If there exists a good faith dispute over the amounts to be paid, the Owner shall pay the undisputed amount, but the disputed portion may be withheld from the Contractor until resolution of the matter, with that portion due **forty-five (45) calendar days** after said resolution. No request by the Contractor for an adjustment to the Contract Sum, regardless of the reason, shall be allowed if asserted after final payment under this Contract.

Any payment made pursuant to a progress estimate is not an acceptance by the Owner of any part of the Work, material or equipment covered by such progress estimate. The Owner may refuse to make any partial payments under the Contract for Work performed after any applicable Milestone Date and shall be entitled to withhold payments as a result of the Contractor's failure to complete its Work in accordance with the specified Milestones.

Payments shall be subject to the retainage described in **Section 3.35** of the General Conditions entitled "Monies May Be Retained Or Withheld" and may also be reduced by the Owner for any credits due to the Owner including amounts owed for liquidated damages, amounts resulting from Defective Work, amounts resulting from claims made against the Owner on account of the Contractor's performance or furnishing of the Work or amounts resulting from other items entitling the Owner to a set-off.

A. Payments to Subcontractors:

In the absence of a good faith reason, within **fourteen (14) calendar days** of the receipt of payment by the Contractor or **fourteen (14) calendar days** after receipt of a subcontractor's or supplier's invoice, whichever is later, the Contractor shall pay the subcontractor or supplier, with whom it has contracted, the full or proportional amount received for each such subcontractor's or supplier's Work and materials. Should the Contractor fail to pay a subcontractor or supplier without a good faith reason, the Owner may, at its discretion, withhold future payments owed to the

Contractor. No subcontractor or supplier shall become a third-party beneficiary of this provision and this provision shall not afford any subcontractor or supplier a cause of action against the Owner.

B. Procedure

1. General

During the Preconstruction Conference, the specific details for progress payments will be reviewed and sample forms distributed to the Contractor.

2. Schedule of Values

The Contractor shall provide a Schedule of Values outlining the values of each component of the Work as shown on its Project Schedule as an activity. The Schedule of Values will be computerized into a standard spreadsheet format established and acceptable to the Construction Manager.

3. Draft Application for Payment

The Contractor shall prepare a draft Application for Payment in the form provided through the Construction Manager for each pay period indicating the percentages of completion for each activity and properly stored materials and equipment for which payments are to be requested. This draft will be effective for the end of the month. A review will be performed by the Construction Manager to confirm that the amounts are acceptable. Any required adjustment will be discussed with the Contractor.

4. Formal Application for Payment

After agreement between the Contractor and the Construction Manager on quantities and their associated value, the Contractor shall submit an original Formal Application for Payment signed in blue ink, and two copies of the Formal Application for Payment for that pay period, and shall perform all extensions and arithmetic, and provide back-up documentation, etc., on the forms provided through the Construction Manager. The Formal Application for Payment shall be executed by an authorized officer of the Contractor's firm and submitted by the sixth calendar day of the month.

Upon receipt of each Formal Application for Payment, the Construction Manager staff will verify that any agreed-upon modifications have been made from the Draft Application for Payment, check all extension and arithmetic and ensure that all the Contractor provisions pertaining to progress payments have been met and that all necessary substantiating documentation is included. After review and approval of the Formal Application for Payment by the Construction Manager, the Owner shall pay the Contractor within **sixty (60) calendar days** of submitting its Formal Application for Payment unless the Owner is withholding payment.

When Work nears completion, cost estimates of uncompleted Work will be made by the Construction Manager as a means of verifying percentages of completed Work.

5. Retainage

The Construction Manager will assure the retainage, as prescribed by **Section 3.35** of the **General Conditions** entitled "Monies may be Retained or Withheld", will be deducted from the payment request. The retained percentage will not be relied on to cover costs of correction of defects, omissions and the like; thus, additional sums may be withheld by the Owner to cover such items.

6. Miscellaneous

The Contractor will be advised by the Construction Manager in writing of reductions in the payment request for Work which has been performed but does not meet Contract Documents' requirements.

3.35 FINAL PAYMENT

Payment will be made by the Owner within **forty-five (45) calendar days** following submittal of the Contractor's Final Payment Application, less one- and one-half times any amount as is required to complete any then remaining uncompleted minor items as certified by the Engineer (and other adjustments and any liquidated damages as provided in the Contract Documents). The Owner's Certificate of Substantial Completion will include a punch list of uncompleted items (See **Contract Provisions Section** entitled "**Certification of Substantial Completion**"). Final payment of any amount withheld will be paid upon certification by the Engineer of Final Acceptance (See **Section 3.50** entitled "**Final Acceptance**").

3.36 MONIES MAY BE RETAINED OR WITHHELD

The Owner shall at any time retain from any monies which could otherwise be payable an amount not exceeding the amount of retainage outlined in **Act 317** known as the **Contractor's Act** approved November 26, 1978, and amended by **Act 200**, approved November 23, 1982. If the Act does not apply to purchases under this Contract, the Owner may utilize retention provisions similar to those contained in the Contractor's Act. The Owner may apply any moneys retained hereunder to reimburse itself for any and all costs, expenses, losses, damage and damages, liabilities, suits, judgments and awards incurred, suffered or sustained by the Owner and chargeable to the Contractor hereunder or as determined hereunder.

Whenever there is unacceptable or Defective Work, or there are outstanding or potential third party claims against the Owner arising from the Contractor's activities, or there is a reasonable doubt on the part of the Owner that the Contractor will satisfactorily complete its Contract, or when liquidated damages may be owed to the Owner pursuant to the terms of this Contract, the Owner may withhold so much as is necessary, in the Owner's discretion, to reimburse the Owner for any costs or expenses that may accompany these conditions.

3.37 SUBMITTALS

To assure that the products furnished under this Contract conform to the intent of the Contract Documents and requirements under the specifications, the Contractor shall submit:

testing data and/or reports; manufacturer's data and pertinent system design information; certifications; installation drawings and instructions; Shop Drawings; samples; requests for substitutions as required by and in strict conformance with the Contract Documents; and, additional information as may be requested by the Owner.

3.38 FIELD SERVICES, FIELD INSPECTIONS AND START-UP TESTING

A. General

As part of the Work of this Contract, the Contractor shall provide (as required) field services at the Owner's facility before, during and after Work construction and/or installation, to inspect and approve the construction and/or installation of the Contractor's Work; to conduct commissioning inspections and start-up operations; to conduct Performance and Acceptance Tests; and to train the Owner's personnel in the proper operation and maintenance of the Work provided under this Contract, as set forth herein. Specific time periods will not be less than that specified in the Contract Documents or recommended by each Component Manufacturer.

The Contractor shall cooperate fully with the Construction Manager and all others involved in the field construction so that it does not delay or interfere with their work.

Field Services, Field Inspections and Start-Up Testing may be more fully described in **Article 6**.

3.39 FIELD SERVICE ASSISTANCE/OWNER-FURNISHED EQUIPMENT

If the installation of Owner-Furnished Equipment (as further described in **Section 3.41C** below) is part of the Work of this Contract, it is to be tested, started up and serviced as part of the Work of this Contract.

For those services specified as the responsibility of Owner-Furnished Equipment suppliers in separate contracts with the Owner, the Contractor shall schedule field services in conjunction with the Construction Manager and notify the Owner **at least 21 calendar days** before the manufacturers' representatives are needed for field inspection and testing of each Owner-Furnished Equipment.

Where the manufacturer's representatives of Owner-Furnished Equipment Manufacturers will provide training, the Contractor shall schedule training sessions in conjunction with the Construction Manager, determine appropriate locations for training, and provide the Owner **at least 21 calendar days'** advance notice of the training schedule.

The Owner shall assure that Owner-Furnished Equipment suppliers have provided spare parts and special tools and approved operations and maintenance manuals to the site before any field services commence.

3.40 TRAINING SERVICES

The Contractor shall adequately instruct designated employees or representatives of the Owner in the operation, maintenance and care of all Work provided under this Contract. Such training shall be coordinated and administered through the Construction Manager.

During the Acceptance Tests, the Owner's operating personnel will assist in the operation of the item of Work being tested, performing operating adjustments under the direction of the representatives of the Contractor. To that extent, the Owner's personnel will take an active role in the operation of the item of Work being tested, as a part of their training, under the direct supervision of the Contractor's representatives.

A. Responsibility During Tests

The Contractor shall be fully responsible for the operation of the respective Work provided under this Contract during all periods of testing and instruction and will neither have nor make any claim for damage to any item of Work prior to its Final Acceptance.

Training Services may be more fully described in Article 6.

3.41 TESTING

Three (3) types of testing are required for certain equipment and components covered under this Contract: Shop Tests; Acceptance Tests; and Performance Tests. All Tests shall be conducted so that they may be witnessed by representatives of the Owner. It shall be the responsibility of the Contractor to assure that such tests are performed and shall submit the written test reports and certificates to the Owner summarizing the results of all tests and indicating satisfactory completion of all required tests. The reports and certificates for Shop Tests shall be submitted to the Owner as soon as possible after shipment of the equipment and components to the Owner's facility, unless they can be submitted prior to shipment. In all cases such reports and certificates shall be submitted prior to Acceptance Testing on site.

The **various tests and obligations** of the Contractor during testing are more specifically described in **Article 6**.

The Contractor shall note that the design requirements provided in the Contract Documents including the Specifications for each component of work as well as overall performance are considered essential to meeting the minimum requirements of this Contract.

3.42 CONTROL OF MATERIALS

A. Quality Requirements

The materials, labor, equipment and systems used on the Work shall conform to the requirements of the Contract Documents.

The Owner expects that all manufactured and installed items, equipment, components and materials will perform at or above the manufacturer's or suppliers written specifications, as well as all applicable standards, laws and regulations.

The Contractor shall be responsible for the quality of the materials and construction and shall be solely responsible for complying fully with the Contract Documents.

The Owner may permit the use, prior to sampling and testing, of certain materials or assemblies when accompanied by the Manufacturer's or supplier's certificates of compliance stating that such materials or assemblies fully comply with the

requirements of the contract.

The Owner or its authorized representative may inspect, at its source, any specified materials or assembly to be used in the Work. Manufacturing plants may be inspected from time to time for the purpose of determining compliance with specified manufacturing methods or materials to be used in the Work and to obtain samples required for the Owner's acceptance of the materials or assembly.

It is understood and agreed that the Owner shall have the right to retest any material which has been tested and approved at the source of supply after it has been delivered to the Job Site. The Owner shall have the right to reject material which, when retested, does not meet the requirements of the Contract, plans, or Specifications.

All storage sites on private property or the Job Site shall be restored to their original condition by the Contractor at its entire expense, except as otherwise agreed to (in writing) by the Owner or lessee of the property.

B. Unacceptable Materials

Any materials or assembly that does not conform to the requirements of the Contract Documents, shall be considered unacceptable and may be rejected. The Contractor shall remove any rejected materials or assembly from the Site of the Work, unless otherwise instructed by the Owner.

No rejected materials or assembly, the defects of which have been corrected by the Contractor, shall be returned to the Job Site of the Work until such time as the Contractor has demonstrated, to the Owner's satisfaction that the use of such materials or assembly in the Work will produce a finished product which complies, in all respects, with the requirements of the Contract Documents.

The decisions of the Engineer, through the Construction Manager, as to whether materials and workmanship should be accepted or rejected will be binding upon the Contractor.

The Owner will not be stopped by any measurement, estimate, or certificate made by it or any of its representatives from later showing that the Work, materials, or equipment do not conform to the requirements of the Contract Documents.

C. Owner-Furnished Materials and Equipment

The Contractor shall furnish all materials and equipment required to complete the Work, except those specified herein (if any) to be furnished by the Owner. Owner-furnished Materials and Equipment shall be made available to the Contractor at the location specified in the Contract Documents.

After any Owner-Furnished Material or Equipment has been received by the Contractor, the Contractor shall be responsible for any demurrage, damage, loss, or other deficiencies which may occur during the Contractor's handling, storage, or use of such Owner-Furnished Materials and Equipment. The Owner will deduct from

any monies due or to become due the Contractor any cost incurred by the Owner in making good such loss due to the Contractor's handling, storage, or use of Owner-Furnished Materials and Equipment. After any Owner-Furnished Material or Equipment has been received by the Contractor, it shall become part of the Work for purposes of this Contract, including all indemnifications and warranty provisions as described in the Contract Documents including the Contract Provisions Sections entitled "Obligations and Liability of the Contractor" and "Warranty".

3.43 AUTHORITY AND DUTIES OF INSPECTOR

Inspectors employed by the Owner shall be authorized to inspect all Work done and all material furnished. Such inspection may extend to all or any part of the Work and to the preparation, fabrication, or manufacture of the materials to be used. Inspectors are not authorized to revoke, alter, or waive any provision of the Contract or accept any Work. Inspectors are not authorized to issue instructions contrary to the Contract Documents or to act as foremen for the Contractor.

3.44 INSPECTION OF THE WORK

All materials and each part or detail of the Work shall be subject to inspection by the Owner. The Owner shall be allowed access to all parts of the Work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

If the Owner requests it, the Contractor, at any time before Final Acceptance of the Work, shall remove or uncover such portions of the finished Work as may be directed. After examination, the Contractor shall restore said portions of the Work to the standard required by the Specifications. Should the Work thus exposed or examined prove acceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be paid for as extra Work; but should the Work so exposed or examined prove unacceptable or in any way defective, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be at the expense of the Contractor who performed the unacceptable Work.

Any Work done or materials used without inspection by an authorized representative of the Owner may be ordered removed and replaced at the Contractor's expense.

Should the Work include relocation, adjustment, or any other modification to existing facilities, not the property of the Owner or its authorized representative, the owners of such facilities shall have the right to inspect such Work. Such inspection shall in no way make any facility owner a party to the Contract and shall in no way interfere with the rights of the parties to this Contract.

If any rule or and regulation of any body having jurisdiction require any Work (or any part thereof) specifically to be inspected, tested or approved by an employee or other representative of such body, the Contractor shall assume full responsibility for arranging and obtaining such inspections, tests or approvals, paying all costs in connection therewith, and shall furnish the Construction Manager the required certificates of inspection, for approval. The Contractor shall also be responsible for arranging and obtaining and shall pay for all

costs in connection with inspection, tests or approvals required for the Owner's acceptance of materials or equipment to be incorporated in the Work.

3.45 REMOVAL OF UNACCEPTABLE AND UNAUTHORIZED WORK

All Work which does not conform to the requirements of the Contract Documents will be considered Defective Work and unacceptable, unless otherwise determined acceptable by the Owner.

Defective Work, whether the result of poor workmanship, use of defective materials, damage through carelessness, or any other cause, shall be removed immediately and replaced in an acceptable manner in accordance with the Contract Documents. The Contractor shall pay all claims, costs, losses and damages caused or resulting from such correction or removal (including but not limited to all costs of repair or replacement of the Work of others).

Work done contrary to the instructions of the Owner, Work done contrary to the Specifications, except as herein specified, or any extra work done without authority, will be considered as unauthorized and will not be paid for under the provisions of the Contract. Work so done may be ordered removed or replaced at the Contractor's expense.

Upon failure on the part of the Contractor to comply within **three (3) working days** with any order of the Owner made under the provisions of this Section, the Owner will have authority to cause Defective Work to be remedied or removed and replaced and unauthorized Work to be removed and to deduct the costs (incurred by or on behalf of the Owner) from any monies due or to become due the Contractor.

3.46 OWNER MAY STOP THE WORK

If the Work is defective, or the Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform with the Contract Documents, the Owner may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the Owner to stop the Work shall not give rise to any duty on the part of the Owner to exercise this right for the benefit of the Contractor or any surety or any other party. Only such orders issued in a writing signed by the Engineer and issued through the Construction Manager shall be considered valid.

3.47 ACCEPTANCE OF DEFECTIVE WORK

If instead of requiring correction or removal and replacement of Defective Work, the Owner prefers to accept it, the Owner may do so. The Contractor shall pay all expenses, claims, costs, losses and damages attributable to the Owner's evaluation of and determination to accept such Defective Work. If any such acceptance occurs prior to final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and the Owner shall be entitled to an appropriate decrease in the Contract Sum. If the acceptance occurs after final payment, an appropriate amount will be paid by the Contractor to the Owner or, at the Owner's option, may be set-off from other amounts owed by Owner to the Contractor pursuant to other contracts.

3.48 OWNER MAY CORRECT DEFECTIVE WORK

If the Contractor fails within **three (3) working days** after **receipt of a written notice** from the Engineer to correct Defective Work or to remove and replace rejected Work as required by the Owner, or if the Contractor fails to perform the Work in accordance with the Contract Documents, or if the Contractor fails to comply with any other provision of the Contract Documents, the Owner may correct and remedy any such deficiency. In connection with such corrective and remedial action, the Owner may exclude the Contractor from all or part of the Job Site, take possession of all or part of the Work, and suspend the Contractor's services related thereto, take possession of the Contractor's tools, appliances, construction equipment and machinery at the Job Site and incorporate in the Work all materials and equipment stored at the Job Site or for which the Owner has paid the Contractor but which are stored elsewhere. The Contractor shall allow the Owner, the Owner's representatives, agents and employees access to the Job Site to enable the Owner to exercise the rights and remedies under this Section. All claims, costs, losses and damages incurred or sustained by the Owner in exercising such rights and remedies will be charged against the Contractor and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and the Owner shall be entitled to an appropriate decrease in the Contract Sum or any other remedy permitted in the Contract Documents or allowed by laws and regulations. Such claims, costs, losses and damages will include but not be limited to all costs of repair or replacement or Work of others destroyed or damaged by correction, removal or replacement of the Contractor's Defective Work. The Contractor shall not be allowed an extension of the Contract Time because of any delay in the performance of the Work attributable to the exercise by the Owner of the Owner's rights and remedies hereunder.

3.49 PROTECTION, MAINTENANCE AND SECURITY DURING CONSTRUCTION

The Contractor shall protect, maintain and secure the Work during construction and until the Work is accepted. This protection, maintenance and security shall constitute continuous and effective Work prosecuted day by day, with adequate equipment and forces so that the Work is protected, maintained, and secured in satisfactory condition at all times.

All costs of protection, maintenance and security Work during construction and before the Project is accepted shall be included in the prices for the various Contract Items, and the Contractor will not be paid an additional amount for such Work.

Should the Contractor at any time fail to so protect, maintain and secure the Work, the Owner upon observing such a failure, shall notify the Contractor of such noncompliance.

Such notification shall specify a reasonable time within which the Contractor shall be required to remedy such unsatisfactory condition.

Should the Contractor fail to respond to the Owner's notification, the Owner may suspend any of the Contractor's Work necessary for the Owner to correct such unsatisfactory protection, maintenance or security condition, depending on the exigency that exists. Any protection, maintenance or security cost incurred by the Owner, shall be deducted from monies due or to become due the Contractor.

3.50 CERTIFICATION OF SUBSTANTIAL COMPLETION

A. Preliminary Procedures:

Before requesting inspection for certification of Substantial Completion of entire work, the Contractor shall have completed the following:

1. In the Application for Payment that coincides with, or first follows, the date Substantial Completion is claimed, show **90 percent** completion of the Work. Include supporting documentation for completion as indicated in the Contract Documents and a statement showing an accounting of changes to the Contract Sum, if any.
2. Advise the Owner of pending insurance change-over requirements.
3. Submit specific warranties, including all Manufacturer's warranties, Workmanship bonds, maintenance agreements, final certifications and similar documents.
4. Obtain and submit any releases enabling the Owner unrestricted use of the Work and access to services and utilities; include occupancy permits, operating certificates and other similar releases.
5. Submit As-Built and Record Drawings, operations and maintenance manuals, damage or settlement survey, property survey, (if any) and similar final record information for all work completed at substantial completion.
6. Deliver tools, spare parts, extra stock, and similar items.
7. Make any final change-over of permanent locks and transmit keys to the Owner, if necessary. Advise the Owner's personnel of change-over in security provisions.
8. Certify that start-up, Performance and Acceptance testing of Work, and instruction and training of the Owner's operating and maintenance personnel has been completed.
9. Submit Consent of Surety to Reduction in Retainage.

10. Submit such other documentation as may be requested by the Owner.

B. Inspection Procedures:

1. On receipt of a Contractor request for inspection for certification of Substantial Completion, which shall include any known exceptions to the items described in **Section 3.41** above, the Construction Manager will coordinate, within a reasonable time thereof, a final inspection and advise the Contractor of any unfilled Contract requirements. The Owner will either prepare the Certificate of Substantial Completion form following the inspection, or, through the use of a punch list form, will advise the Contractor of Work that must be completed prior to issuance of the certification.
2. The Construction Manager will arrange another inspection when requested and assured by the Contractor that the Work has been substantially completed. The Contractor shall bear all costs the Owner may incur with regard to such reinspections. Results of the completed inspection will form part of the basis of the requirements for Final Acceptance.

C. Certificate of Substantial Completion:

Upon the Contractor's completion of all the above, and based upon the Construction Manager's recommendation, the Owner will issue a Certificate of Substantial Completion.

3.51 FINAL ACCEPTANCE

A. Preliminary Procedures:

At least [5] calendar days before requesting final inspection for certification of Final Acceptance and final payment, the Contractor shall have completed the following in form and substance acceptable to the Owner:

1. Submit Guarantees and Bonds as required by the Contract.
2. Submit Maintenance Bond.
3. Submit the final payment request with releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required.
4. Submit an updated final statement, accounting for final additional changes to the Contract Sum.
5. Submit a certified copy of the final inspection punch list of items to be completed or corrected, stating that each item has been completed or otherwise resolved for Final Acceptance, and the list has been endorsed and dated by the Engineer.

6. Submit final meter readings for utilities, a measured record of stored fuel, and similar data as of the date of Substantial Completion, or when the Owner took possession of and responsibility for corresponding elements of the Work.
7. Submit consent of surety to final payment.
8. Submit a final liquidated damages settlement statement.
9. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
10. Submit the Contractor's Release and Waiver of Claims.
11. Submit Releases and Waivers in form acceptable to the Owner from any or all subcontractors or suppliers or the like who performed Work or supplied labor, materials or services pursuant to the execution of this Contract or as may be requested by the Owner.
12. Submit the Contractor's Affidavit of Payment of Debts and Claims.
13. Submit written certification that:
 - a. the Contract Documents have been reviewed.
 - b. the Work has been inspected for compliance with the Contract Documents.
 - c. the Work has been completed in accordance with the Contract Documents.
 - d. the Work has been tested in the presence of the Construction Manager and is operational.
 - e. the Work is complete and ready for final inspection.
14. Submit all other submittals required by the Contract Documents or otherwise reasonably requested by the Owner.

B. Reinspection Procedure:

The Construction Manager will coordinate reinspection of the Work upon receipt of Contractor notice that the Work, including inspection of punch list items from earlier inspections, has been completed. The Contractor shall bear all costs the Owner may incur with regard to such reinspections.

1. Upon completion of reinspection, the Owner will either prepare a Certificate of Final Acceptance, or, through the use of a punch list form, will advise the

Contractor of Work that is incomplete or of obligations that have not been fulfilled but are required for Final Acceptance.

2. If necessary, reinspection will be repeated. This, however, shall not limit the Owner's right to receive liquidated damages for delay.
3. Non-Pennsylvania corporations and their sureties will not be relieved of their obligations until they furnish evidence that they have paid or posted security for, all state taxes and any other obligations owed to the Commonwealth.

If the Contractor refuses or fails to perform the punch list items, the Contractor hereby consents to the withholding of payments owed to the Contractor by the Owner for any reason or on any project, made at the discretion of the Owner and which may be deducted from any monies due or to become due the Contractor.

C. Certificate of Final Acceptance:

Upon the Contractor's completion of all the above, to the Construction Manager's satisfaction, the Owner will issue a Certificate of Final Acceptance.

D. Final Cleaning Up:

Upon completion of the Work and before Final Acceptance and Final Payment will be made, the Contractor shall remove from the Job Site all of its machinery, equipment, surplus and discarded materials, rubbish and temporary structures. The Contractor shall leave the Site in a neat and presentable condition and shall call the Work "Broom-Clean" or its equivalent, except as otherwise specified. Material cleared from the Site and deposited on adjacent property will not be considered as having been disposed of satisfactory, unless the Contractor has obtained the written permission of such property owner and disposes of the material in a manner which complies fully with all applicable laws and regulations.

3.52 USE OR PARTIAL PAYMENT NOT ACCEPTANCE

It is agreed that this is an entire Contract for one whole and complete Work and that neither the Owner's entrance upon or use of any part of the Work nor any partial payments by the Owner shall constitute an acceptance of the Work or any part thereof before its entire completion and Final Acceptance. Accepting such instances where, as may be specifically provided for in the Specifications or by Written Amendment, the Owner provides acceptance covering one or more completed unit(s) or portion(s) of the Work.

If the Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, such use or occupancy may be accomplished provided that no such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or

permitted to lapse on account of any such partial use or occupancy.

3.53 ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE OF OWNER

Acceptance by the Contractor of final payment shall release the Owner and any representative of the Owner, from all claims and all liability to the Contractor for all things done or furnished in connection with the Work, and from every act, omission or neglect of the Owner, its agents and others relating to or arising out of the Work. No payment, however, final or otherwise, shall operate to release the Contractor from its obligations under this Contract. Failure of the Owner or any of its agents or representatives during the progress of the Work to discover or reject materials, equipment or Work not in accordance with the Contract Documents shall not be considered an acceptance or a waiver of defects therein, and payment to the Contractor or partial occupancy by the Owner shall not be considered an acceptance of the Work or materials which are not strictly in accordance with the Contract Documents.

3.54 DISPUTES AND CLAIMS

Subject to **Section 3.32** and any other applicable provisions of the Contract Documents, any dispute, claim or controversy of any nature arising out of or relating to this Contract, or the breach thereof, or otherwise related to the Project, excluding claims and disputes between Prime Contractors described above in **Section 3.8** (hereinafter called "**Disputed Matter**"), must be presented by the Contractor to the Construction Manager in writing within **fifteen (15) calendar days** of **(a)** discovery of the event giving rise to the Disputed Matter, or **(b)** when, by the exercise of reasonable diligence, the Contractor should have recognized the condition giving rise to the Disputed Matter.

In the event that the Contractor disputes the Initial Response given by the Construction Manager, the Contractor must refer the Disputed Matter, in writing, with all material facts described, to the Executive Director for determination within **fifteen (15) calendar days** of the Initial Response from the Construction Manager. No Disputed Matter will be reviewed by the Executive Director and the Contractor shall have waived its right to contest the Disputed Matter unless the Contractor has complied with all procedures and/or requirements relating to the Disputed Matter found in the Contract Documents or otherwise established by the Owner.

As an additional express condition precedent to the Contractor's right to submit a Disputed Matter to the Executive Director, the Contractor may be required to provide certain materials utilized by the Contractor in preparation of its Bid, including, but not limited to, worksheets, quotations, calculations, pricing data, estimates and correspondence relating thereto, clarification, additional information or data requested, and shall present in writing to the Executive Director evidence regarding the Disputed Matter, including evidence regarding liability, causation and damages, sufficient to enable the Executive Director to render a decision with respect to the Disputed Matter, and such evidence must be submitted to the Executive Director within **thirty (30) calendar days** of the Initial Response from the Construction Manager. The Executive Director, in his/her sole discretion, may require an

informal hearing prior to making a determination. The Executive Director may conduct the hearing or may appoint a hearing officer of his/her choice. If the hearing officer is other than the Executive Director, the hearing officer shall make a recommendation to the Executive Director as to the disposition of the Disputed Matter. The decision of the Executive Director, or hearing officer, shall be made in writing within **fifteen (15) calendar days** of the hearing.

It is mutually agreed that any controversies, claims or disputes of any nature arising out of or relating to this Contract, or the breach thereof, or otherwise related to the Project, including any unresolved Disputed Matter, may, at the Owner's sole discretion, be settled by arbitration in accordance with the then current Construction Industry Arbitration Rules of the American Arbitration Association (in the Pittsburgh, Pennsylvania office only) and that all findings and decisions by the arbitrators shall be conclusive and binding on both parties and shall not be appealable and judgment upon the award rendered by the arbitration panel may be entered in the Court of Common Pleas of Allegheny County. The Owner may exercise its discretion to utilize arbitration at any time and shall not be deemed to have waived such discretion by any lapse of time or performance of any act.

If so determined by the arbitrators, and to the extent so determined by the arbitrators, the fees, costs and expenses of the arbitration shall be borne by the party against whom the arbitration is determined.

It is mutually agreed that any controversies, claims or disputes of any nature arising out of or relating to this Contract, or the breach thereof, or otherwise related to the Project, including any unresolved Disputed Item, may, at the Owner's sole discretion be resolved by legal proceedings in the courts of the Commonwealth of Pennsylvania beginning in the Court of Common Pleas, Allegheny County Pennsylvania unless otherwise determined by the Owner.

\The Contractor shall comply with all directions and decisions of the Owner and shall proceed diligently with performance of the Work including disputed Work pending final resolution of any Disputed Item and shall maintain the Contract Schedule during any claims, disputes, questions, or related matters or proceedings unless otherwise agreed to by the Contractor and the Owner in writing. If the Contractor is proceeding with the Work, or any portion thereof, under protest, the Contractor must notify the Construction Manager, in writing, prior to the commencement of such Work.

The Contractor shall make no claim against any officer, agent, or employee of the Owner for, or on account of, any act or omission to act in connection with the Contract, and hereby waives any and all rights to make any such claim or claims.

3.55 NO WAIVER OF RIGHTS

Neither inspection nor witnessing of tests by the Owner, nor any payment for, nor acceptance of, the whole or any part of the Work by the Owner, nor any extension of time, nor any possession taken, nor use made by the Owner, shall operate as a waiver of any provision of the Contract, nor of any power herein provided, nor shall any waiver, actual or implied, of any breach of the Contract be held to be a waiver of any other or subsequent breach. Issuance of the Final Acceptance or acceptance of any part of the Work by the Owner shall not be binding and conclusive upon the Owner with regard to Defective Work, fraud or bad faith, or such gross mistakes as may amount to fraud, or as regards to the Owner's rights under any warranty. Defective Work shall be corrected and unsuitable materials, equipment, apparatus and other Items shall be replaced by the Contractor, notwithstanding that such Work, materials, equipment, apparatus and other Items may have been previously overlooked and/or accepted or estimated for payment. Failure of the Owner to require strict compliance with any term or condition of the Contract in any specific instance shall not be deemed a waiver of the right to subsequent enforcement thereof.

No failure of the Owner to insist upon strict compliance by the Contractor to any requirements of this Contract or to promptly exercise any right accruing from any default of the Contractor shall impair the Owner's rights in case the Contractor's default continues or in case of any subsequent default by the Contractor.

3.56 BONDS

When the Contractor delivers the executed Contract Agreement, it shall also provide a Performance Bond and a Labor and Material Payment Bond on the forms included in these Contract Documents, each with corporate surety satisfactory to the Owner and valid Power of Attorney attached. Each such **Bond shall be in the full amount (100%) of the Contract Sum**, payable to the Allegheny County Sanitary Authority, said Bonds to be conditioned upon the full and faithful performance by the Contractor pursuant to the Contract Documents and payment by the Contractor for all materials and supplies furnished and labor supplied or performed and all other legal debts incurred in the prosecution of the Work. If the Contract Sum is increased pursuant to a Change Order, the Contractor shall increase the amount of each Bond proportionately. The Contractor shall furnish the proper Performance Bond and Labor and Material Payment Bond to the Owner prior to the execution of the Contract by the Owner. The Owner reserves the right to reject any bond furnished where it determines it is in its best interest to do so. No bond shall be furnished from a Surety which is not registered to do business with the Pennsylvania Insurance Commission for the limits so required.

Upon Final Acceptance of the completed Work and before the Surety which has furnished the Performance Bond is released, the Contractor shall furnish a Maintenance Bond of a surety company acceptable to the Owner in the amount of **One Hundred (100%)** of the Contract Sum. The form of the Maintenance Bond shall not deviate from the form Maintenance Bond attached to the Contract Documents. The Owner reserves the right to

reject any surety or bond furnished where it determines it is in the best interest of the Owner to do so.

All Bonds (including any Bid Bond) shall be duly executed by the Contractor as principal and by a corporate surety or sureties approved to do business in the Commonwealth of Pennsylvania and must be satisfactory to the Owner. If the surety on any bond furnished by the Contractor is declared a bankrupt or becomes insolvent or its right to do business in Pennsylvania is terminated, the Contractor shall immediately notify the Owner in writing, and shall within **ten (10) working days** thereafter substitute another bond and surety, both of which must be acceptable to the Owner.

3.57 WARRANTY

The Contractor represents and warrants that the Work and services to be performed under the Contract, and all workmanship, materials, Work and equipment provided, furnished, used or installed in the construction of the same, shall be safe, substantial and durable construction in all respects, of the highest quality and best obtainable in every respect, new (unless otherwise provided herein), shall be free from faults or defects, shall be performed and furnished in strict accordance with the Contract Documents, and that the strength of parts of all manufactured equipment shall be adequate and as specified and explicitly warrants the merchantability and the fitness for use and quality of all Owner approved substituted Items provided by it or its subcontractors and warrants that all Owner approved substituted Items will perform to the standard of the Item originally specified. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of the materials and equipment. The Contractor further agrees on behalf of itself, any heirs, executors, administrators, successors and assigns that it shall repair and replace promptly, without charge, all workmanship, Work, materials or equipment (or any damage to owned or controlled real or personal property resulting from Defective Work, equipment or materials or resulting from the replacement of such) furnished under the Contract that fail to meet the above standard or are otherwise Defective. This obligation shall survive the completion of the Work and/or the termination of the Contract. If within **three (3) working days** after the Contractor has been notified of a defect, the Contractor has not made substantial progress nor shown a satisfactory attempt to make the necessary corrections, the Owner is hereby authorized to make the corrections or to order the Work to be done by a third party, and the cost of the corrections shall be paid by the Contractor. This warranty shall be for a period of **eighteen (18) months** from the date of the delivery to the Job Site, or **twelve (12) months** from the date the Work is placed into service and Final Acceptance by the Owner, whichever is later to occur or such longer period of time as may be prescribed by law or by the terms of the Contract Documents (the "Warranty Period"). In special circumstances where a portion of the Work is accepted by the Owner, pursuant to a signed writing, before Final Acceptance of all the Work, the Warranty Period for that portion of the Work may start to run from an earlier date if so provided in the Specifications or by Written Amendment. If, during the Warranty Period, the Work, materials, equipment or system is unavailable due to defects covered by the warranty in excess of **15 calendar days** during a **30-calendar day period**, the Warranty Period shall be extended by **30 calendar days**. This Warranty Period extension shall apply to all subsequent **30 calendar day** periods where these provisions

apply or such longer period of time as may be prescribed by law or by the terms of the Contract Documents. Repetitive malfunction of the Work, materials, equipment or any portion thereof shall be cause for the Work, materials or equipment replacement and an extension of the Warranty Period to a date **twelve (12) months** following acceptable replacement. Repetitive malfunction shall be defined as three failures of the same component or subsystem within the Warranty Period. Work, materials or equipment replacement shall be defined to mean the replacement of the major piece of the Work, materials or equipment containing the failed component or subsystem (e.g., pump, feed system, hydraulic power unit, control panel). Nothing herein shall limit the Owner's right to seek recovery for latent defects which are not observable until after the Warranty Period has expired. The Warranty provided herein shall be in addition to and not in limitation of any other warranty or remedy required by law or the Contract Documents. The Contractor will be responsible to make sure that all third-party warranties flow through to the Owner and will enforce all such warranties for the benefit of the Owner. If the maker of any such warranties and guarantees fails to fulfill its obligations thereunder, the Contractor shall fulfill such obligation of the guarantor or reimburse the Owner for any costs incurred by the Owner in replacing Defective Materials and correcting Defective, unsound or improper Work covered by any such warranties and guarantees.

The Contractor further represents and warrants that: **(1)** it has the right to transfer title to the materials, parts, components and Items of Work to the Owner, free and clear of any liens, security interests or other encumbrances; **(2)** all of the materials, parts, components and Items of Work will be new; and **(3)** none of the materials, parts, components and Items of Work will be substitute components, unless such substitutions have been approved in advance, in writing by the Owner.

For equipment, products or systems that carry a Manufacturer's Warranty, the Contractor shall make sure that the Manufacturer supplies the Owner with the following prior to final close out.

- A. Certificate of Warranty for the equipment, product or system.
- B. Letter of acknowledgment identifying:
 - 1. The starting and end dates of the Warranty Period.
 - 2. All conditions under which the Warranty operates or under which it can become null and void.
 - 3. Names, Address and Telephone Number of the authorized Warranty Service Center or Servicing Company.

3.58 TERMINATION OF THE CONTRACT

A. Termination for Cause

The Owner may, upon **seven (7) calendar days** of written notice to the Contractor and its surety, terminate and/or take over the entire Contract, or any part of it, for reasons including but not limited to the following: **(1)** the Contractor's Work or performance impairs or delays the progress of the Project or any portion thereof or any Other Contractor at the Job Site, **(2)** the Contractor fails, refuses or neglects to supply sufficient skilled workmen or materials or equipment of proper quality and quantity or adequate equipment to perform the Work or fails to comply with the Specifications as required by this Contract, **(3)** the Contractor persistently or repeatedly fails to make prompt payment to subcontractors for material or labor, **(4)** the Contractor fails, refuses or neglects to remove materials or to perform anew such Work as may be rejected as unacceptable or unsuitable by the Owner or the Construction Manager, **(5)** the Contractor fails to keep its Work on schedule as required by the Owner through the Construction Manager, including modifications or remedial instructions or revisions, **(6)** the Contractor otherwise fails in any respect to comply with any provision of this Contract, or applicable law, ordinance or regulation, **(7)** the Contractor becomes insolvent, files a voluntary petition for bankruptcy or becomes the subject of an involuntary petition of bankruptcy, receivership, control of assets by a Trustee, or sequestration of assets or allows any final judgment to stand against him unsatisfied for a period of **ten (10) calendar days**, makes an assignment for the benefit of creditors, or **(8)** for any other cause whatsoever, fails to carry on the Work in an acceptable manner.

If the Contractor does not remedy nor make acceptable progress at the remedy of the deficiencies or failures which are the basis of the Owner's termination notice within the **seven (7) calendar day** notice period, the Owner may, at its option and without prejudice to any other right or remedy that the Owner may have under the Contract or otherwise and without any further notice or communication of any kind, correct the deficiency or failure and charge back the cost, expense, loss and damages (including the Owner's overhead and the Contractor's expected profit as reasonably determined by the Owner) for its correction to the Contractor as they accrue, and/or the Owner may withhold further payment to the Contractor until satisfactory performance has resumed, and/or the Owner may terminate this Contract in whole or in part in writing, and the Owner shall thereafter have the rights and remedies set forth in this Contract and as allowed by law. If the Contractor corrects the deficiency or failure within the notice period to the Owner's satisfaction, then this Contract shall continue in full force except that the Contractor shall reimburse the Owner for all of the Owner's costs, expenses, damages, losses, and other liabilities related to the deficiency or failure.

If this Contract or any part of it is terminated, the Owner shall have the option to

complete the Work required by the Contract, either in whole or in part, or re-let the remaining Work. If this Contract is terminated in whole or in part, the Owner shall have the right to take possession of all tools, equipment, scaffolding, materials, and supplies which are on the Job Site, in transit to the Job Site, or related to the Work at the Job Site, whether the Contractor owns those items or not, and to use or have others use those items to complete this Contract. The use of those items will be at no cost or liability to the Owner. The Owner may also notify and require the surety to complete the Work, either in whole or in part, in accordance with the Contract Documents.

To the extent this Contract is terminated, the Contractor shall immediately take all steps to protect the Work, discontinue the Work and not place additional orders or subcontracts for labor, materials, equipment, or services with respect to the terminated part of this Contract. The Owner may then suspend all further payments to the Contractor until after (1) this Contract Work is completed and (2) the Owner has made final payment for the Work. After the Owner makes final payment for the completed Work, and subject however to any pending or expected claims, by the Owner, the Owner shall pay the Contractor the amount or part of it, if any, due the Contractor for retainage and/or progress billings that were previously earned but unpaid as of the termination date.

In any event, the Owner's maximum liability to the Contractor shall be limited to the lesser of the pro-rata part of the Contract Sum for, or the value to the Owner of Work actually and properly completed and incorporated into the Project before the termination date. However, the above liability shall be decreased by any amounts previously paid to the Contractor or on its behalf, and also decreased by all additional costs, expenses, damages, liabilities and losses the Owner incurs to complete this Contract and pay for the Work (including, but not limited to payment of any Owner's creditor claims arising from or related to this Contract, reasonable compensation for managerial and administrative services and other overhead of the Owner, the Owner's attorney fees and other legal expenses) and also decreased by all other damages, liabilities, losses, costs and expenses the Owner incurs arising out of or relating to this Contract or the Contract Work. Any savings realized shall be the sole property of the Owner. If the total amounts previously paid to the Contractor and on the Contractor's behalf plus the Owner's damages, losses, costs and expenses (including but not limited to overhead and the Contractor's expected profit as reasonably determined by the Owner reasonable profit) to complete this Contract plus other losses, damages, liabilities, costs and expenses of the Owner arising out of or relating to the Contractor's default, this Contract and the Work, exceeds the total Contract Sum, the Contractor and its surety shall be liable for and shall reimburse the Owner for the excess upon demand at any time. Without otherwise limiting its recovery, the Owner shall be entitled to deduct that amount or any part of it from any funds otherwise payable to the Contractor. In addition to the above, the Contractor is liable for liquidated damages pursuant to the Contract Documents.

If this Contract is so terminated, the Contractor shall, at the Owner's option, assign in

full force to the Owner those subcontracts of any tier (including supply contracts) held by the Contractor, or any part of them, for which the Owner requests assignment (the Contractor shall place in all of its subcontracts and supply contracts a provision allowing such assignment at the Owner's option). The Contractor shall remain liable for all its obligations to its suppliers, subcontractors and other persons on those assigned subcontracts and supply contracts for rights that accrued before, or upon, the assignment and shall remain liable to the Owner for any breaches of the assigned subcontracts and supply contracts whether occurring before or after such assignment.

The duties and obligations of the Contractor as stated or referred to hereunder shall also apply to the surety.

Notwithstanding any termination of this Contract, the Contractor's obligations to the Owner shall continue as to all Work performed. The obligations and duties of the Contractor under this Contract, including but not limited to warranty provisions, shall remain in full force after termination, except to the extent necessarily limited by such termination, and after completion of the Work. Termination for cause shall not waive or release any of the Owner's claims, rights or remedies against the Contractor or its surety, as allowed by this Contract or applicable law. If it is subsequently determined that adequate cause did not exist for the Owner's termination of this Contract for cause, this termination by the Owner shall be then considered a termination by the Owner for its convenience under **Paragraph B**.

The rights and remedies of the Owner provided in this provision are in addition to any other rights or remedies provided by law or under the Contract Documents.

B. Termination for Convenience

The Owner shall have the right to terminate this Contract or any part of it at any time without cause upon written notice to the Contractor specifying the extent to which this Contract is terminated and the date upon which such termination becomes effective. After the Contractor receives the Owner's Notice of Termination, and unless otherwise directed, the Contractor shall **(i)** stop Work on the terminated part of this Contract on the date and to the extent specified, **(ii)** place no further orders or subcontracts for equipment, materials, labor, services or facilities except what may be necessary for completion of that part of the Contract that is not terminated; **(iii)** transfer title for the terminated part and deliver to the Owner any Work in progress, completed Work and materials and equipment for which the Contractor has been or will be paid; **(iv)** complete performance of any part of the Work required by this Contract that is not terminated by the Owner's Notice of Termination; and **(v)** take such other actions as may be directed by the Owner.

The Contractor shall notify the Owner in writing within **seven (7) calendar days** after receipt of the Owner's Notice of Termination of the effect of such order upon the Contractor's Work.

If the Owner terminates this Contract for its convenience the Owner's liability to the

Contractor for the termination shall be expressly subject and limited to **(1)** payments and retainage actually and properly accrued and unpaid for Work, materials and equipment actually and properly completed, stored and incorporated into the Project before termination and **(2)** the reasonable costs and expenses for terminating supply contracts (not to exceed actual costs) which cannot be mitigated by the Contractor and which are necessarily and unavoidably incurred by the Contractor and caused by the Owner's Notice of Termination (subject to full prior advice, cooperation and concurrence with the Owner as to mitigation measures to reduce as much as possible such termination costs and expenses as well as subsequent verification and documentation of these costs and expenses), **(3)** less any claim the Owner has against the Contractor. If the sum of all previous payments and credits made by the Owner exceeds the sums payable above, such excess shall be refunded by the Contractor to the Owner immediately upon determination of such excess by the Owner or at the Owner's option may be the basis of a claim by the Owner against any other amounts due the Contractor.

If this Contract is so terminated, the contractor shall, at the Owner's option, assign in full force to the Owner those subcontracts of any tier (including supply contracts), or parts of them, held by the Contractor, for which the Owner requests such assignment. (The Contractor shall place in all its subcontracts a provision allowing assignment at the Owner's option.) The Contractor shall remain liable for all its obligations to suppliers and subcontractors and other persons on the assigned subcontracts and supply contracts for rights that accrued before, or upon, the assignment.

In no event will the Owner be liable for the loss of anticipated profits or overhead, or any special, consequential, incidental, overhead or other costs or liability arising from any termination for convenience other than that previously described. The Contractor agrees to remove promptly its tools, equipment, materials and employees from the Job Site upon the stated termination date. Notwithstanding any termination of this Contract, the Contractor's obligation to the Owner shall continue as to all Work performed. The obligations and duties of the Owner under this Contract, including but not limited to warranty provisions, shall remain in full force after termination, except to the extent necessarily limited by such termination, and after completion of the Work. This termination for convenience will not waive or release any of the Owner's claims, rights or remedies against the Contractor or its surety, as allowed by this Contract or applicable law.

3.59 LIMITATION OF LIABILITY

Notwithstanding any other provision of the Contract Documents, in no event shall the Owner, the Consulting Engineer, the Construction Manager, their officers, Board members, indemnitees, agents, guests, invitees and employees be liable (in contract or in tort, including negligence) to the Contractor for incidental or consequential damages, including, but not limited to, interest or carrying charges on its investment, expenses arising from costs of capital, loss of profits on Work not performed, or for loss of use of or under-utilization of labor, equipment or facilities of the Contractor, resulting from any performance,

nonperformance, or delay in performance on the part of the Owner, the Consulting Engineer, the Construction Manager, their officers, Board members, indemnitees, agents, guests, invitees and employees of obligations under this Contract, or from the Owner's delay, termination or suspension of the Work.

CONTRACT CONSTRUCTION

3.60 INTERPRETATION

Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context otherwise requires.

When words or phrases which have a well-known technical or construction industry or trade meaning are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning unless defined otherwise in the Contract Documents.

Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specifications, manuals, codes or Laws or Regulations in effect at the time of the opening of Bids (or, on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated. However, no provision of any reference, standard, specification, manual, or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of the Owner or the Contractor or any of their consultants, agents or employees from those set forth in the Contract Documents.

3.61 PARTIAL INVALIDITY

In the event any one or more of the provisions of this Contract are found by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of the Contract shall remain in full force and effect. The Owner and the Contractor agree that the Contract shall be reformed to replace such stricken provision or part thereof, with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

3.62 PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of the laws and regulations required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though they were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract will forthwith be physically amended to make such insertion or to correct such insertion.

3.63 BINDING EFFECT

The terms, provisions, covenants and conditions contained in this Contract shall apply to, inure to the benefit of and be binding upon the parties hereto and upon their respective heirs, legal representatives, successors and permitted assigns except as otherwise expressly provided.

3.64 SURVIVAL

All covenants, representations and warranties contained in this Contract shall remain in force in perpetuity unless terminated as provided in this Contract.

3.65 INTEGRATION

The terms of this Contract (including any document which is referenced by this Contract) sets forth the entire agreement and understanding between the parties.

3.66 MODIFICATIONS AND CHANGES

No verbal agreement or conversation with any officer, agent, consultant or employee of the Owner, either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.

3.67 JURISDICTIONAL DISPUTES

The Owner or the Executive Director shall not be brought into any dispute or controversy by reason of inadvertence or seeming necessity for issuing the Contract Documents in the form herewith presented. No arrangement of topics or other interrelation or reference used throughout in connection with any of the Contract Documents shall be construed by anyone to be an inference on the part of either the Owner or the Executive Director with any jurisdictional or other trade rules or agreement.

3.68 GOVERNING LAW; FORUM

This Contract shall be governed construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania. Pursuant to **Section 3.53** hereof entitled "**Disputes and Claims**," the Executive Director may make a determination regarding any controversy, claim or dispute. The Owner may refer any controversy, claim or dispute to arbitration or court. The exclusive venue and jurisdiction for any court proceedings regarding this Contract shall be in the courts of the Commonwealth of Pennsylvania beginning in the Court of Common Pleas, Allegheny County Pennsylvania.

3.69 ATTORNEY'S FEES

In the event of any action brought by either party against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for fees, costs and expenses.

REGULATORY REQUIREMENTS

3.70 COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor shall give all notices and comply with all laws and regulations applicable to furnishing and performance of the Work. Except where otherwise expressly required by applicable laws and regulations, the Owner shall not be responsible for monitoring the Contractor's compliance with any laws and regulations.

If the Contractor performs any Work that is contrary to laws and regulations, the Contractor shall bear all claims, costs, losses and damages caused by, arising out of or resulting therefrom.

The Contractor shall, throughout the performance of the Contract, keep itself fully informed of all existing and future laws and regulations in any manner affecting those engaged or employed in the Work, or in any way affecting the conduct of the Work. If any discrepancy or inconsistency is discovered in the Contract Documents in relation to any such laws and regulations, the Contractor shall indemnify and forthwith report the same, in writing, to the Engineer and the Construction Manager.

The Contractor shall at all times itself observe and comply with and cause all its agents and employees to observe and comply with all such existing and future laws and regulations; and shall protect and indemnify the Owner, its officers and agents against any claims or liability arising from or based upon violation of such laws and regulations, whether by itself or its agents or employees.

No provisions of these Contract Documents shall act to make the Owner and its agents or any other party other than the Contractor responsible for safety. The Contractor shall indemnify, defend and hold harmless the Owner and its agents from and against any and all actions, damages, fines, suits and losses arising from the Contractor's failure to meet safety requirements and/or provide a safe worksite.

3.71 NONDISCRIMINATION CLAUSE

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

- A. The Contractor shall not discriminate against any employee, applicant for employment, independent contractor or any other person because of race, color,

religious creed, ancestry, national origin, age, sex or handicap. The Contractor shall take actions to ensure that applicants are employed, and that employees or agents are treated without regard to national origin, sex, or handicap. Such actions shall include, but are not limited to the following: employment, upgrading, demotion or transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. The Contractor shall post in conspicuous places, available to employees, agents, applicants for employment, and other persons, a notice to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause. The Contractor shall abide by the Contract Compliance Regulations issued by the Pennsylvania Human Relations Commission ("Compliance Regulations").

- B. The Contractor shall not discriminate against the Owner's employees or agents on any of the bases set forth in the preceding paragraph. This includes, but is not limited to, the Contractor's obligation to provide the Owner's employees and agents who deal with the Contractor, a workplace that is free from any and all forms of harassment on the basis of race, color, religious creed, ancestry, national origin, age, sex or disability. As a condition of accepting and executing this Contract, the Contractor agrees to adopt and comply with the Owner's **Sexual Harassment Policy** which is attached hereto and made a part hereof as **Exhibit "C"**.
- C. The Contractor shall, in advertisements or requests for employment placed by it or on its behalf, state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, ancestry, national origin, age, sex or handicap.
- D. The Contractor shall send each labor union or workers' representative with which it has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or worker's representative of its commitment to this nondiscrimination clause. Similar notice shall be sent to every other source of recruitment regularly utilized by the Contractor.
- E. It shall be no defense to a finding of noncompliance of the Compliance Regulations or with this nondiscrimination clause that the Contractor had delegated some of its employment practices to any union, training program, or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the Contractor was not on notice of the third-party discrimination or made a good faith effort to correct it, such factors shall be considered in mitigation in determining appropriate sanctions.
- F. Where the practices of a union or of any training program or other source of recruitment will result in the exclusion of minority group persons, so that the Contractor will be unable to meet its obligations, under the Compliance Regulations or under this nondiscrimination clause, the Contractor shall notify the Owner in writing and then employ and fill vacancies through other nondiscriminatory employment procedures.

- G. The Contractor shall comply with the Compliance Regulations and all local, state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of this Contractor's noncompliance with the nondiscrimination clause of this Contract or with any such laws, this Contract may be terminated or suspended, in whole or in part, and the Contractor may be declared temporarily ineligible for further Owner contracts, and other sanctions may be imposed and remedies invoked.
- H. The Contractor shall furnish all necessary employment documents and records to, and permit access to its books, records and accounts by, the Owner or other governmental agency, for purposes of investigation to ascertain compliance with the provisions of this clause. If the Contractor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the Owner or applicable governmental agency.
- I. The Contractor shall actively recruit minority subcontractors or subcontractors with substantial minority representation among their employees.
- J. The Contractor shall include the provisions of this nondiscrimination clause in every subcontract, so that such provisions will be binding upon each subcontractor.
- K. The Contractor's obligations under this clause are limited to the Contractor's facilities within Pennsylvania, or, where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

3.72 PROVISIONS CONCERNING THE AMERICANS WITH DISABILITIES ACT

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

- A. Pursuant to federal regulations promulgated under the authority 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 this Contract or from activities provided for under this Contract except to the extent that accommodating such a person with a disability would impose an undue burden on the Contractor. As a condition of accepting and executing this Contract, the 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 the benefits, services, programs, and activities provided by the Owner through contracts with outside individuals and entities.
- B. The Contractor shall be responsible for and agrees to indemnify and hold harmless the Owner from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Owner as a result of the Contractor's failure to comply with the provisions of paragraph 1. above.

3.73 COMPLIANCE WITH HEALTH, SAFETY AND ENVIRONMENTAL LAWS

- A. The Contractor represents and warrants to the Owner that, to the extent it performs any Work or provides any services to the Owner, it shall be familiar and in full compliance with all applicable workplace requirements of, and standards and regulations issued by the **Federal Occupational Safety and Health Administration ("OSHA")** and/or by the **Pennsylvania Department of Labor and Industry**, including but not limited to the **Occupational Health and Safety Act of 1970**.

The Contractor represents and warrants to the Owner that, to the extent it or its subcontractors perform any work or provide any services to the Owner, it shall be familiar and in full compliance with all applicable workplace safety requirements.

- B. The Contractor agrees to take all reasonable and necessary precautions to prevent injury to persons, property and equipment and shall be solely responsible for the implementation and enforcement of a safety program. This safety program shall cover all subcontractors working on the Job Site for the Contractor. If at any time, and in the sole judgment and discretion of the Owner, proper safety measures are not being taken, or Work is being performed in an unsafe manner, such unsafe work shall be stopped and shall resume only after such unsafe conditions shall have been corrected. All costs incurred by the Contractor as a result of such stoppage of Work shall be borne by the Contractor without any right of reimbursement from the Owner. This right to stop Work shall impose no liability upon the Owner or Its agents to the Contractor or to any third parties for establishment of safety requirements or enforcement of job safety.

As outlined in the bid process, pre-construction meeting or **OSHA** and/or the Department of Labor regulation, a written site-specific health and safety plan (**HASP**) shall be submitted to the Owner prior to performing any Work on the Job Site. Any employees working under these site-specific conditions must have appropriate license and/or training prior to starting work on the site. Violation of these standards will be addressed with corrective action up to and including Stop Work.

- C. No Work shall be performed at the Owner's Job Site that could prevent the Owner from performing any daily operations. The Contractor shall properly protect and restrict access to the work area to protect employees/contractors as necessary and appropriate.

If at any time proper safety measures are not being taken or the work is being performed in an unsafe manner the Owner may take any or all of the following actions.

1. Require the removal of the Contractor's employee responsible for the safety violation, including the Contractor's superintendent.

2. Withhold part or all of a current payment request;
3. Notify the Contractor's insurance carrier of the safety violation;

Notwithstanding the Construction Manager's right to issue Safety Non-compliance notices and the Owner's right to take actions with regard to safety infractions as described in the Contract documents, neither the Owner nor the Construction Manager shall have any obligation to exercise these rights with respect to any safety infraction by the Contractor. Furthermore, the exercise or non-exercise of these rights shall not be deemed to make the Owner or the Construction Manager responsible for the Contractor's safety.

- D. The Contractor is wholly responsible for performing the Work in a safe manner that complies with the provisions of the Contract Documents and with the requirements of the governmental agencies responsible for establishing safe procedures for the workplace and protection to the public.

The Contractor is an independent contractor and neither the Contractor nor any of its subcontractors, nor the employees of the Contractor nor any of its subcontractors shall be deemed to be servants, employees, agents or under the control of the Owner.

If an accident should occur on the Job Site, the Contractor or party involved must notify the Owner immediately after notifying any required emergency services. Copies of all accident reports shall be transmitted to the Owner's Manager of Loss Control.

No provision of the Contract Documents shall act to make the Owner, Construction Manager or any other party other than the Contractor responsible for safety. The Contractor shall indemnify, defend, and hold harmless the Owner, its Directors, the Construction Manager, the Engineer, and any of the owner's agents and employees from and against any and all actions, damages, fines, suits, and losses of any kind arising from the Contractor's failure to meet all safety requirements and/or provide a safe work site.

3.74 HAZARDOUS SUBSTANCES

- A. Labeling.

The Contractor shall insure that each individual product (as well as the carton, container or package in which the product is shipped) of any of the following substances (as defined by the Worker and Community Right-to-Know Act and the regulations promulgated thereunder) supplied to the Owner by the Contractor is clearly labeled with the information listed in **Paragraphs (1) through (4):**

1. Hazardous substances;
 - a. the chemical name or common name,

- b. hazard warning,
 - c. the name, address and telephone number of the Manufacturer, and
 - d. the contractor's name and project office telephone number, and ALCOSAN contract number.
2. Hazardous mixtures;
- a. the common name, but if none exists, then the trade name,
 - b. the chemical or common name of special hazardous substances comprising **0.1%** or more of the mixture,
 - c. the chemical or common name of hazardous substances comprising 1 % or more of the mixture,
 - d. a hazard warning,
 - e. the name, address and telephone number of the Manufacturer, and
 - f. the contractor's name and project office telephone number, and ALCOSAN contract number.
3. Single chemicals;
- a. the chemical name or common name,
 - b. a hazard warning, if appropriate,
 - c. the name, address and telephone number of the Manufacturer, and
 - d. the contractor's name and project office telephone number, and ALCOSAN contract number.
4. Mixtures;
- a. the common name, but if none exists, the trade name,
 - b. a hazard warning, if appropriate,
 - c. the name, address and telephone number of the Manufacturer,
 - d. the chemical name or common name of either the top five substances by volume or those substances constituting **5.0%** or more of the mixture, and
 - e. the contractor's name and project office telephone number, and ALCOSAN contract number.

FAILURE TO PROPERLY LABEL EACH INDIVIDUAL PRODUCT AND THE CARTON, CONTAINER OR PACKAGE IN WHICH THE PRODUCT IS SHIPPED CAN RESULT IN THE REJECTION OF THE SHIPMENT.

B. Material Safety Data Sheet.

The Contractor shall provide **Material Safety Data Sheets (MSDS)** with the information required by the Act and the regulations for each hazardous substance or hazardous mixture. The Owner must be provided an appropriate MSDS with the initial shipment and with the first shipment after an MSDS is updated or product changed. For any other chemical, the Contractor shall provide an appropriate MSDS, if the Manufacturer, importer or supplier produces or possesses the MSDS. The Contractor shall also notify the Owner when a substance or mixture is subject to the provisions of the Act. Material Safety Data Sheets should be attached to the carton, container or package mailed to the Owner at the time of shipment.

C. If the Contractor performs any Work or provides any services at the Owner's Site, the Contractor shall comply with all applicable surveying, posting, labeling, reporting, disclosure and training requirements of the OSHA Hazard Communication Standard and of the Worker and Community Right-to-Know Act and the regulations promulgated thereunder. The Contractor hereby represents and warrants that it is familiar with the above-mentioned Standard Act and regulations.

3.75 WORKING HOURS

Work performed at the Job Site shall be performed during normal working hours (**7:00 A.M. to 5:00 P.M.**) or at other times approved by the Owner.

The Contractor shall schedule all Job Site Work so that its working hours and the normal working hours of the Owner coincide. Should it be necessary to work hours other than the Owner's normal working hours, the Contractor shall arrange for access to the area with the Construction Manager, in writing, no less than **48 hours** prior to this need.

Work performed after hours, during the Owner holidays and weekends shall be overseen by the Construction Manager, at the sole expense of the Contractor except for the cost of the Owner's employees. Owner will waive Construction Manager costs for work performed during construction constraints that interrupt normal operation as identified in the contract documents.

The Owner observes the following holidays on the day that is designated by the Federal Government:

- New Years Day
- Martin Luther King Day
- Presidents Day
- Good Friday
- Memorial Day
- Independence Day (Fourth of July)
- Labor Day
- Columbus Day
- Election Day
- Veterans' Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Day

Any Contractor that wishes to perform work on these holidays will be responsible for any additional costs incurred by the Owner, including but not limited to, the cost of the Owner's staff, the CM's staff, and consulting engineer's staff.

3.76 MINIMUM WAGE RATES

The Contractor shall pay not less than the minimum wage rates established by the governmental agency having jurisdiction. The Contractor shall comply with the requirements of the **Pennsylvania Prevailing Wage Act, Act No. 442**, approved August 15, 1961.

3.77 BUY AMERICAN

It is the desire of the Owner that items supplied under this Contract shall be manufactured and assembled in the United States of America and utilize American materials to the maximum practical extent, consistent with the needs of this Contract and the availability of products and components of American manufacture. In this respect, all items supplied under this Contract shall comply with all applicable State and Federal laws relating to utilizing products, material supplies of local or domestic origin.

3.78 PENNSYLVANIA STEEL PRODUCTS PROCUREMENT ACT

The Contractor agrees to comply with the Pennsylvania Steel Products Procurement Act and shall submit with its Bid a signed copy of the Certificate of Compliance with the Pennsylvania Steel Products Procurement Act that is incorporated as part of the Contract Documents.

3.79 TRADE PRACTICES ACT

The Contractor agrees to comply with the Trade Practices Act and shall not use or permit to be used in the Work any aluminum or steel products made in a foreign country which discriminates against aluminum or steel products manufactured in Pennsylvania.

3.80 WORKMEN'S COMPENSATION

The Contractor agrees, in any contract involving construction or doing any work involving construction or doing any work involving the employment of labor, to accept the provisions of the Workmen's Compensation Act and any reenactment, supplements or amendments thereto and shall insure its liability thereunder or file with the Owner a certificate of exemption of insurance from the Department of Labor and Industry of the Commonwealth of Pennsylvania.

EXHIBIT "A"
INSURANCE

All insurance required by the Contract Documents (including this Exhibit) to be purchased and maintained by the Contractor shall be obtained from insurance companies that are duly licensed or authorized in the Commonwealth of Pennsylvania for the issuance of insurance policies for the limits and coverages so required. Such insurance companies shall also meet such additional requirements and qualifications as may be provided in the Contract Documents and provided below.

All coverage shall be without voluntary deductibles, and if the insurance contains deductibles, the Contractor shall pay all costs and expenses not covered because of such deductibles. All insurance shall be on an occurrence basis.

The Contractor shall provide to the Engineer and the Construction Manager (with copies to each additional insured identified in the Contract Documents) prior to commencing Work, Certificates of Insurance evidencing the required insurance (as well as any other evidence of insurance requested by the Owner or any other additional insured). Each certificate shall, in addition to the insurance coverage, contain the following:

1. Inception and expiration dates of insurance policy (ies);
2. Limits of liability;
3. Nature of coverage(s) provided including special hazards, if required;
4. Name(s) of insurance company (ies);
5. Policy Number(s);
6. Notation of deductible and self-insurance retention applicable to any contract of insurance;
7. Notation of policy endorsement that provides for **thirty (30) calendar days** prior written notice to the Owner in the event of change, canceling or renewal;
8. Underlying insurance requirements for excess liability contracts; and

The Owner will accept no certificate which exculpates the issuer or reduces any right conferred on the Owner by the above certificates, nor will the Owner accept certificates unless the certificates bear the signature of a direct representative of the insurance company authorized to do business in Pennsylvania.

The Contractor will furnish a certificate of renewal or extension of the policy that expires during the

term of this contract **thirty (30) calendar days** prior to the expiration date of the policy.

The Contractor shall deliver to the Owner a certified copy of each policy required hereunder, as well as a copy of the endorsement adding additional insureds hereunder (on **150 Form B for General Liability Coverage**) as well as a listing of all policy exclusions different from the standard for **CG 00 01** prior to beginning the Work.

Contractor's Liability Insurance:

The Contractor shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and furnished and as will provide protection from claims set forth below which may arise out of or result from the Contractor's performance and furnishing of the Work and the Contractor's other obligations under the Contract Documents, whether it is to be performed or furnished by the Contractor, any subcontractor or supplier, or by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or by anyone for whose acts any of them may be liable for not less than the following amounts or greater if required by law:

1. claims under workers' compensation, disability benefits and other similar employee benefit acts pursuant to the amounts provided in 2 below;
2. claims for damages because of bodily injury, occupational sickness or disease, or death (including wrongful death) of the Contractor's employees; Worker's Compensation Insurance in compliance with all states in which the Contractor does business, including coverage B Employers' Liability;

Bodily Injury by accident, **\$100,000** for each accident;

Bodily Injury by disease **\$500,000** policy limit;

Bodily Injury by disease **\$100,000** for each employee;

3. claims for damages because of bodily injury, sickness or disease, or death (including wrongful death) of any person other than the Contractor's employees;
4. claims for damages insured by customary personal injury liability coverage which are sustained:
 - (I) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or
 - (II) by any other person for any other reason;
5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.

The Contractor's liability insurance shall also include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of the Contractor for not less than the following amounts:

General Aggregate (except Products - Completed Operations)	<u>\$2,000,000</u>

Products Completed Operations Aggregate	<u>\$2,000,000</u>

Personal and Advertising Injury (Per Person/Organization)	<u>\$1,000,000</u>

Each Occurrence (Bodily Injury and Property Damage)	<u>\$1,000,000</u>

Property Damage Liability Insurance will provide explosion, collapse, underground coverages where appropriate

Excess Liability General Aggregate	<u>\$2,000,000</u>
Each occurrence	<u>\$2,000,000</u>

claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

6. Automobile Liability:

(1) Bodily Injury:	
Each Person	<u>\$1,000,000</u>
Each Accident	<u>\$1,000,000</u>

and

Property Damage:	
Each Accident	<u>\$1,000,000</u>

or

(2) Combined Single Limit (Bodily Injury and Property Damage):	
Each Accident	<u>\$1,000,000</u>

The policies of liability insurance so required by above to be purchased and maintained shall:

- (a) with respect to insurance required by **paragraphs 3,4,5 and 6** include as **Additional Insureds** (subject to any customary exclusion in respect of professional liability) the Owner (ALCOSAN), Consulting Engineer and their respective subconsultants, municipalities or authorities owning or operating the sewers to be inspected and their respective consulting engineers, municipalities in which the sewers to be inspected are physically located and their respective consulting engineers, and any other persons or entities identified by the Owner, all of whom shall be listed as additional insureds, and include coverage for the respective officers and employees of all such additional insureds;
- (b) include completed operations insurance;
- (c) include contractual liability insurance covering the Contractor's indemnity obligations with coverage of not less than (1) General Aggregate \$ 2,000,000, (2) Each Occurrence (Bodily Injury and Property Damage) \$ 1,000,000.
- (d) remain in effect at least until final payment and at all times thereafter when the Contractor may be correcting, removing or replacing Defective Work in accordance with the Contract Documents; and
- (e) with respect to completed operations insurance, it shall remain in effect for at least two years after final payment (and the Contractor shall furnish the Owner and each other additional insured identified by the Owner to whom a certificate of insurance has been issued evidence satisfactory to the Owner and any such additional insured of continuation of such insurance at final payment and two years thereafter).

Railroad Protective Liability Insurance

Generally, the Railroad will require this insurance as a requirement to work in their right of way. The amount of coverage is \$5,000,000 per occurrence and \$10,000,000 aggregate. (Contractor needs to verify these amounts). The information that the Contractor's insurance carrier will need to know concerning this insurance is (1) Number of active mainline tracks, (2) Number of inactive side tracks (3) Number of trains per day coming through, (4) the type of traffic, and (5) the timetable speed. Policy is to be in the name of the railroad and is to be on ISO/RIMIA Form (**ISO Form CG 00 28 31**)

Owner's Protective Liability:

The Contractor shall purchase and maintain protective liability which will protect the Owner against claims which may arise from operations under the Contract Documents, with coverages of not less than:

General Aggregate	<u>\$1,000,000</u>
Each Occurrence	<u>\$1,000,000</u>

Property Insurance:

The Contractor shall purchase and maintain property insurance upon the Work at the site in the amount of the full replacement cost thereof. This insurance shall:

1. include the interests of the Owner, the Contractor, subcontractors, Consulting Engineer, Engineering Program Manager, and Construction Manager each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;
2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss and damage to the Work, temporary buildings, false work and Work in transit and shall insure against at least the following perils: fire, lightning, extended coverage, theft vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of any laws, water damage, and such other perils as may be specifically required by the Owner.
3. include expense incurred in the repair or replacement of any insured property including but not limited to fees and charges of engineers and architects;
4. include coverage for loss of use or time delay;
5. cover materials and equipment in transit for incorporation in the Work or stored at the site or at another location that was agreed to in writing by the Owner prior to being incorporated in the Work.
6. Contain no partial occupancy restriction for utilization of the Project by the Owner for the purpose intended.
7. be maintained in effect until final payment is made unless otherwise agreed to in writing by the Owner, and shall provide thirty (30) calendar days written notice to each other additional insured to whom a certificate of insurance has been issued.

The Contractor shall purchase and maintain boiler and machinery insurance including coverage for explosion, damage, mechanical breakdown and business interruption which will include the interests of the Owner, subcontractors, Consulting Engineer and any other persons or entities identified by the Owner, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured, with coverages of not less than the following amounts or greater if required by law: **\$500,000**

Waiver of Rights:

The Owner and the Contractor intend that all policies purchased related to the Work will protect the Owner, the Contractor, subcontractors, Consulting Engineer, Construction Manager and all other

persons or entities identified by the Owner to be listed as insureds or additional insureds in such policies and will provide primary coverage for all losses and damages caused by the perils covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. The Owner and the Contractor waive all rights against each other and their respective officers, directors, employees and agents for all losses and damages caused by; arising out of or resulting from any of the perils covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against subcontractors, Consulting Engineer and all other persons or entities identified by the Owner to be listed as insureds or additional insureds under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance otherwise payable under any policy so issued.

None of the above waivers shall extend to the Consulting Engineer, the Engineering Program Manager or the Construction Manager, their agents or employees, for the liability arising out of (1) the preparation or approval of maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications or (2) the giving of, or the failure to give, directions or instructions by the Consulting Engineer, the Engineering Program Manager or the Construction Manager, their agents or employees, provided any such act or omission is the sole cause of the Damages.

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EXHIBIT "B"
COST REDUCTION INCENTIVE

The provisions herein will apply only to contracts awarded to the lowest bidder pursuant to competitive bidding. The status of lowest bidder will be determined without reference to any cost reduction incentives that are proposed by the Contractor.

On projects with original contract amounts in excess of \$100,000.00, the Contractor may submit to the Owner, in writing, proposals for modifying the plans, specifications or other requirements of the Contract for the purpose of reducing the cost of construction. The cost reduction proposal shall not impair, in any manner, the essential functions or characteristics of the project, including but not limited to service life, economy of operation, ease of maintenance, desired appearance, design and safety standards. Such a cost reduction proposal shall, also, not impose additional time or cost restraints upon other contractors working on the project. This provision shall not apply unless the proposal submitted is specifically identified by the Contractor as being presented for consideration as a value engineering proposal.

As a minimum, the following information shall be submitted by the Contractor with each proposal:

- (a) A description of both the existing Contract and proposed requirements for performing the Work and the proposed changes, with a discussion of the comparative advantages and disadvantages of each;
- (b) An itemization of the Contract requirements that must be changed if the proposal is adopted;
- (c) A detailed estimate of the cost of performing the Work under the existing Contract and under the proposed changes;
- (d) A statement of the time by which a Change Order adopting the proposal must be issued;
- (e) A statement of the effect that adoption of the proposal will have on the Contract Time; and
- (f) The Contract Items of work affected by the proposed changes, including any quantity variation attributable to them.
- (g) An assessment of the impact the proposal would have on other work or projects of the Owner.
- (h) The Contractor shall also provide for whatever financial assistance the Owner may require to review and/or approve proposals.

The Contractor may withdraw, in whole or in part, any cost reduction proposal not accepted by the Owner, within the period specified in the proposal. The provisions of this Section shall not be construed to require the Owner to consider any cost reduction proposal which may be submitted.

The Contractor shall continue to perform the Work in accordance with the requirements of the Contract until a Change Order incorporating the cost reduction proposal has been issued. If a Change Order has not been issued by the date upon which the Contractor's cost reduction proposal specifies that a decision should be made, or such other date as the Contractor may subsequently have requested in writing, such cost reduction proposal shall be deemed rejected.

The Owner shall be the sole judge of the acceptability of a cost reduction proposal and of the estimated net savings from the adoption of all or any part of such proposal. In determining the estimated net savings, the Owner may disregard the Contract Bid prices if, in the Owner's judgment, such prices do not represent a fair measure of the value of the Work to be performed or deleted.

The Owner may, whether the Contractor's proposal is accepted or not, require the Contractor to pay the Owner's costs of investigating a cost reduction proposal submitted by the Contractor as a condition of considering such proposal. Where such a condition is imposed, the Contractor shall acknowledge acceptance of it in writing. Such acceptance shall constitute full authority for the Owner to deduct the cost of investigating a cost reduction proposal from amounts payable to the Contractor under the Contract. If the Contractor fails to acknowledge and accept such a request from the Owner his proposal shall be deemed rejected.

If the Contractor's cost reduction proposal is accepted in whole or in part, such acceptance will be by a Contract Change Order which shall specifically state that it is executed pursuant to this Section. Such Change Order shall incorporate the changes in the plans and specifications which are necessary to permit the cost reduction proposal or such part of it as has been accepted and shall include any conditions upon which the Owner's approval is based. The Change Order shall also set forth the estimated net savings attributable to the cost reduction proposal. The net savings shall be determined as the difference in costs between the original Contract costs for the involved Work Items and the costs occurring as a result of the proposal change. The Change Order shall also establish the net savings agreed upon and shall provide for adjustment in the Contract Sum that will divide the net savings providing the Owner with **sixty percent (60%)** of the net savings and the Contractor with **forty percent (40%)** of the net savings.

The Contractor's **forty percent (40%)** share of the net savings shall constitute full compensation to the Contractor for the cost reduction proposal and the performance of the Work.

Acceptance of the cost reduction proposal and performance of the cost reduction Work shall not extend the Contract Time unless specifically provided for in the Contract Change Order.

EXHIBIT "C"
Effective Date - December, 2002
ALLEGHENY COUNTY SANITARY AUTHORITY
NO HARASSMENT POLICY

This Exhibit applies to the conduct of the Contractor's employees at the Job Site, and the conduct of the Contractor's employees when representatives of the Owner visit the Contractor's facilities:

The Allegheny County Sanitary Authority is committed to maintaining a work environment free of discrimination. In keeping with this commitment, ALCOSAN will not tolerate harassment of its employees by anyone, including any supervisor, co-worker, vendor, client, contractor, or customer of ALCOSAN or any third party, based on inherent characteristics such as race, color, sex, national origin, ancestry, and place of birth, age, religious beliefs, disability and sexual orientation.

Harassment consists of unwelcome conduct, whether verbal, physical or visual. Harassment includes pranks, kidding and teasing. It includes displaying derogatory material or objects, such as cartoons or symbols that threaten or ridicule a particular race, religion or ethnic group. It also includes telling jokes based on racial, ethnic or sexual stereotypes, or which mock individuals based on their disability, race, color, sex, age, national origin, ethnicity, and ancestry, place of birth, religion or sexual orientation. Harassment may include interfering with someone's personal belongings, working space, tools, and equipment as well as touching, pushing, and other physical contact.

Sexual harassment is conduct based on sex, whether directed towards a person of the opposite or same sex, and may include explicit sexual propositions, sexual innuendo, sexually suggestive comments, gesture or noises, off-color jokes, sexually oriented "kidding," "teasing", or "practical jokes", talking about sexual behavior or sexual preferences, creating or displaying sexually suggestive, sexually demeaning or sexually explicit objects, graffiti, magazines, posters or other printed or visual material, and physical contact such as patting, pinching, grabbing, or brushing against another person's body.

All ALCOSAN employees are responsible for ensuring that the work environment is free of harassment. ALCOSAN urges any employee who believes he or she has been harassed to report the harassment to the Manager of Human Resources, or, if the employee prefers, to the Executive Director. Employees who believe they have witnessed an act of harassment against another are to notify the Manager of Human Resources or the Executive Director.

ALCOSAN'S policy is to investigate all harassment complaints thoroughly and promptly. To the fullest extent possible, ALCOSAN will keep complaints confidential. ALCOSAN will take appropriate corrective action, if an investigation confirms that a violation of this policy has occurred.

ARTICLE 4
CONTRACT AGREEMENT

CONTRACT AGREEMENT

This CONTRACT AGREEMENT ("Agreement"), executed in the County of Allegheny, in the Commonwealth of Pennsylvania, this ____ day of _____, 20__ by and between the ALLEGHENY COUNTY SANITARY AUTHORITY (hereinafter called the "Authority" or "Owner," acting through its Chairman, who acts herein solely for the Authority and without personal liability to himself) and _____ of _____ (hereinafter called the "Contractor.")

WITNESSETH:

WHEREAS, the Authority, pursuant to authority vested in it by Acts of Assembly of the Commonwealth of Pennsylvania, did, by advertisement heretofore made in accordance with the provisions of said Acts, invite bids for **CONTRACT NO. 1809 – SITE DEMOLITION CONTRACT III**.

WHEREAS, in accordance with said advertisement and the Information for Bidders prepared by the Authority and submitted to Bidders, the Contractor submitted to the Authority a Bid for the materials or services herein described and a Contract was duly awarded by the Authority to the Contractor, for the materials or services to be furnished under **CONTRACT NO. 1809 – SITE DEMOLITION CONTRACT III** for the price specified in the Bid. Said Bid and all related Contract Documents are hereby made a part of this Agreement, whether or not hereto attached and are hereinafter referred to as the "Contract"; and,

WHEREAS, the Bid includes the following quoted amounts:

TOTAL CONTRACT PRICE

_____ Dollars
(Words)
and _____ Cents \$ _____
(Words) (Figures)

NOW, THEREFORE, in consideration of their mutual covenants and agreements and intending to be legally bound thereby, the Authority and the Contractor agree as follows:

1. The Contractor agrees to provide any and all labor, supervision, materials, supplies, services (including detailed engineering), equipment, tools, transportation, facilities and appurtenances thereto, whether temporary or permanent, and such other items as indicated, required or implied by the Contract Documents and as necessary for a complete, functional and operational **CONTRACT NO. 1809 – SITE DEMOLITION CONTRACT III** (the "Work").

2. The Contractor further agrees and acknowledges that time is of the essence of the Contract and that Contractor shall commence the Work immediately upon receipt of the Notice to Proceed and shall prosecute the Work diligently to completion within **Ninety (180) Calendar Days** and as specified for Substantial Completion of the entire Work.
3. Owner and Contractor recognize that Owner will suffer financial loss if the Work is not completed within the Contract Time specified in **Paragraph 2.** above, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize the delay, expense, and difficulty involved in proving, in a court action or other dispute resolution proceeding, the actual loss suffered by the Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner at the daily rate indicated below for each day that expires after the Contract Time specified in Paragraph 2 above, plus any extensions thereof allowed in accordance with the General Conditions, until the Substantial Completion of the entire Work, as the case may be, is achieved.

CONSTRUCTION MILESTONE	LIQUIDATED DAMAGES
Substantial Completion of CONTRACT NO.1809	\$500/day

4. The Owner shall, as provided in the Contract documents pay to the Contractor for the Work the firm lump sum of _____ as such amount may be increased or decreased pursuant to the Contract Documents (the "Contract Sum").
5. The Contractor by executing this Agreement represents and warrants that it has read, and fully understands, each and every clause in each of the Contract Documents, including:
 1. Legal Notice
 2. Bid Form and Bid Bond
 3. Supplementary Information Package (if any)
 4. Certificate of M/WBE Participation
 5. Non-Collusion Affidavit
 6. Certificate of Compliance with the Pennsylvania Steel Products Procurement Act
 7. Experience Questionnaire
 8. Information for Bidders
 9. General Contract Conditions
 10. Certificate of Safety Procedures Compliance
 11. Contract Agreement
 12. Bonds, Certificates and Statements
 13. Technical Specifications and Appendices, if any

14. Prevailing Minimum Wage Determination
 15. Addenda issued prior to the opening of bids, if any
 16. Contract Drawings
 17. Exceptions submitted by the Bidder and accepted in writing by the Owner
6. In order to induce the Owner to enter into this Agreement, Contractor further represents and warrants as follows:
1. Contractor has familiarized itself with the nature and extent of the Contract Documents, the Work, site, locality, general nature of work to be performed by Owner or others at the site that relates to the Work required by the Contract Documents, local conditions, and federal, state, and local laws and regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.
 2. Contractor has studied carefully reports of explorations and CCTV inspections provided of physical conditions available at the project site. Contractor acknowledges that such reports and videos are not Contract Documents.
 3. Contractor has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) examinations, investigations, explorations, tests, and studies (in addition to or to supplement those referred to above) which pertain to the conditions (subsurface or physical) at or contiguous to the site or otherwise and which may affect the cost, progress, performance, or furnishing of the Work as Contractor deems necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents, and no additional or supplementary examinations, investigations, explorations, tests, reports, or similar information or data are or will be required by Contractor for such purposes.
 4. Contractor has reviewed and checked information and data shown or indicated in the Contract Documents with respect to existing underground facilities at or contiguous to the site and has included appropriate costs.
 5. Contractor has correlated information known to Contractor and results of such observations, familiarizations, examinations, investigations, explorations, tests, and studies with the Contract Documents.
 6. Contractor has given the Owner written notice of conflicts, errors, ambiguities, or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by Owner is acceptable to Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of the terms and conditions for performing and furnishing the Work.

7. This Contract is entered into under and pursuant to the laws of the Commonwealth of Pennsylvania and will in all respects be construed in accordance with the laws of said Commonwealth.
8. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and 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 Documents.
9. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives with respect to all covenants, agreements, and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, the parties hereto have executed this instrument in Allegheny County, Pennsylvania under their several seals on the date of this Agreement, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative, pursuant to the authority of its governing.

ALLEGHENY COUNTY SANITARY AUTHORITY

By: _____
Arletta Scott Williams, Executive Director

(Seal of Authority)

ATTEST:

Mira Praytor, Executive Assistant

Date

CORPORATION COMPLETE THIS PAGE

_____ is a corporation organized and existing under the laws of _____ with principal place of business at _____

(Street Address)

(City, State and Zip Code)

and, if a non-Pennsylvania corporation [has] / [has not] been granted a certificate of authority to do business in Pennsylvania, as required by the Pennsylvania Business Corporation Law of 1988, approved December 21, 1988, P.L. 1444, as amended, 15 Pa. C.S.A. §§ 4101 et seq.

ATTEST:

(Name of Corporation)

(Signature of Certifying Officer)

(Signature of Authorized Officer)

Date: _____, 20____

(Typed name of Authorized Officer)

(AFFIX CORPORATE SEAL)

- * The Corporation shall make certain that the secretary or assistant secretary certifies the official character and authority of the person or persons executing this Contract Agreement for the Contractor according to the form attached hereto. In lieu of such certificate, attach to the Contract Agreement copies of the records of the corporation that show the official character and authority of the officer signing. The records shall be duly certified to be true copies by the secretary or assistant secretary under corporation seal.

**CORPORATION COMPLETE THIS PAGE
CERTIFICATE AS TO CORPORATE OFFICER**

I, _____, certify that I am
[secretary]/[assistant secretary] of the corporation executing the within Contract Agreement; that
_____ who signed the said Contract Agreement on behalf
of the corporation was then _____ of said corporation; that I know
his signature and his signature thereto is genuine; and that said Contract Agreement was duly
signed, sealed and attested for and in behalf of said corporation by authority of its governing
body.

Date: _____, 20____

(Signature of secretary (or assistant secretary))

(AFFIX CORPORATE SEAL)

PARTNERSHIP COMPLETE THIS PAGE

_____ is a partnership trading under a fictitious or assumed name and [has]/[has not] registered under the Fictitious Names Act of Pennsylvania, namely, the Act of December 16, 1982, P.L. 1309, as amended, 54 Pa. C.S.A. §§ 301 et seq.

_____ (Fictitious or assumed name)

WITNESS:

_____ *(SEAL)
(Partner trading as above)

_____ *(SEAL)
(Partner trading as above)

Date: _____, 20____
(Street Address)

(City, State and Zip Code)

- * If the executing party is a partnership, the document must be signed in the name of the partnership by all partners, and the names and addresses of all the partners must be listed on the attached Certificate. By executing this Contract Agreement the partners agree that two general partners are authorized to act to bind the partnership with regard to all matters under this Contract. The partnership must also attach Certificate of registration under the provisions of the Fictitious Names Act.

**PARTNERSHIP COMPLETE THIS PAGE
CERTIFICATE AS TO PARTNERSHIP**

I, a partner of _____, the partnership named as Contractor in the within Contract Agreement, certify that the following are the names and addresses of all partners of said partnership:

(Name)

(Name)

(Address)

(Address)

(City, State and Zip Code)

(City, State and Zip Code)

(Name)

(Name)

(Address)

(Address)

(City, State and Zip Code)

(City, State and Zip Code)

Date: _____, 20____

(Signature of Certifying Partner)

**INDIVIDUAL COMPLETE THIS PAGE
(WHEN THE PRINCIPAL IS AN INDIVIDUAL DOING BUSINESS UNDER
A FIRM NAME)**

_____ is an individual trading under a
fictitious or assumed name and [has] / [has not] registered under the Fictitious Names Act of
Pennsylvania, namely, the Act of December 16, 1982, P.L. 1309, as amended, 54 Pa. C.S.A. §§
301 et seq.

WITNESS:

(Fictitious or assumed name)

By: _____ (SEAL)
(Individual doing business as above)

(Street Address)

Date: _____, 20__

(City, State and Zip Code)

**(WHEN THE PARTY IS AN INDIVIDUAL DOING BUSINESS IN
HIS/HER INDIVIDUAL NAME)**

WITNESS:

(Individual Name)

By: _____ (SEAL)
(Individual)

(Street Address)

Date: _____, 20__

(City, State and Zip Code)

ARTICLE 5
BONDS, CERTIFICATES, AND STATEMENTS

ARTICLE 5
BONDS, CERTIFICATES, AND STATEMENTS

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PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____, as Principal, and the _____, a corporation, incorporated under the Laws of the State of _____, as Surety, are held and firmly bound unto the Allegheny County Sanitary Authority, herein called the "Authority" or "Owner", its attorneys, successors or assigns in the sum of _____ Dollars (\$ _____), lawful money of the United States of America, for payment of which sum will and truly be made, we bind ourselves, our heirs, legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a Contract with the Owner, dated _____, 20__, being Allegheny County Sanitary Authority **CONTRACT NO. 1809 – SITE DEMOLITION CONTRACT III** (herein called the "Contract").

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall faithfully perform, fulfill and faithfully keep all undertakings, duties, covenants, terms, conditions and agreements (including any warranties) agreed by it to be performed and kept at the time and in the manner provided in the Contract and related Contract Documents, as the same may from time to time be amended or altered, and shall defend, indemnify and save harmless the Owner, its officers, agents, Board members and employees from any and all cost, damage, liens and demands by reason of the manner in which such undertakings are performed or kept and from any expense incurred by reason of the Principal's failure to perform and keep all its undertakings under the Contract or Contract Documents and from damages growing out of the manner of performance of said Contract Documents so set forth in the Contract Documents and actual damages caused by delayed performance or non-performance of the Principal including liquidated damages and including but not limited to patent, trademark, copyright infringements or other intellectual property violations, as set forth in the Contract Documents, then this obligation shall become void and of no effect; otherwise it shall remain in full force and effect.

It is further agreed that any changes, extensions, alterations, deductions or additions which may be made in the terms of the Contract Documents, or in the Work to be done, or materials to be furnished, or labor to be supplied or performed, or equipment to be rented, or public utility services to be rendered, or the giving by the Owner of any extension of time for the performance of the Contract, or reduction of the retainage percentage as permitted by the Contract, or any other forbearance on the part of either the Owner or the Principal to the other, shall not in any way release the Principal and the Surety or either of them, their heirs, executors, administrators, successors or assigns, from their liability for such and hereunder; notice to the Surety or Sureties of any such changes, extensions, alterations, deductions, additions or forbearance being hereby waived.

It is further agreed that in case of default and/or any action arising out of the rights and liabilities secured by this obligation, any party thereto or any person claiming by or through either may use for the purpose of establishing its or their claim a copy of this obligation, certified by the Owner and the action or actions, if any, arising on the within obligation, shall not be a bar to any subsequent action that may arise through any liability incurred in any other action therein or based upon any other part of this obligation. In the event of termination of the Contractor for cause, the Surety shall remain fully liable to the Owner for the Contractor's failure to timely complete the Contract and any liquidated damages.

It is further stipulated and agreed that if the Principal is a non-Pennsylvania corporation, neither the Principal nor the Surety shall be discharged from liability on this Bond, nor the Bond surrendered, until such Principal files with the Owner a certificate from the Pennsylvania Department of Revenue evidencing the payment in full of all bonus taxes, assessments, penalties, charges and interest, and a certificate from the Bureau of Employment and Unemployment Compensation of the Pennsylvania Department of Labor and Industry, evidencing the payment of all unemployment compensation contributions, penalties and interest due the Commonwealth of Pennsylvania from the said Principal, or any non-Pennsylvania corporation, subcontractor thereunder, or for which liability has accrued but the time for payment has not arrived, as required by the Act of June 10, 1947, P.L. 493, 8 P.S. sec 23, or as amended or superseded.

Said Surety agrees that its liability hereunder shall be absolute regardless of any liability of the Principal hereunder whether by reason of any irregular or unauthorized execution of or failure to execute this Bond or otherwise.

The Contract, together with all related Contract Documents, shall be deemed a part hereof as fully as if set forth herein, a true and correct copy of which has been obtained by the Surety, receipt of which is hereby acknowledged. Failure of the Surety to obtain a copy of the Contract Documents shall not be grounds for refusal by the Surety to investigate and respond to a claim under this Bond made by the Owner.

This Bond shall be governed and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument under their several seals this _____ day of _____, 20__, the name and corporate seal of each party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

SURETY COMPLETE THIS PAGE

(Corporate Surety)

(Street Address)

(City, State and Zip Code)

ATTEST:

By: _____ *

(Signature)

(Title)

Date: _____, 20__

(AFFIX CORPORATE SEAL)

- * The Surety should attach to this Performance Bond a currently certified Power of Attorney which should be dated, sealed and executed by a live (not facsimile) signature showing that the person signing this Bond for the Surety has the current authority to do so.

CORPORATION COMPLETE THIS PAGE

_____ is a corporation organized and existing
under the laws of _____ with principal place of business
at _____

(Street Address)

(City, State and Zip Code)

and, if a non-Pennsylvania corporation [has] / [has not] been granted a certificate of authority
to do business in Pennsylvania, as required by the Pennsylvania Business Corporation Law of
1988, approved December 21, 1988, P.L. 1444, as amended, 15 Pa. C.S.A. §§ 4101 et seq.

ATTEST:

(Name of Corporation)

(Signature of Certifying Officer)

(Signature of Authorized Officer)

Date: _____, 20____

(Typed name of Authorized Officer)

(AFFIX CORPORATE SEAL)

(The corporation shall make certain that the secretary or assistant secretary certifies the
official character and authority of the person or persons executing this Performance Bond
for the Contractor according to the form attached hereto. In lieu of such certificate,
attach to this Bond copy of the records of the corporation that show the official character
and authority of the officer signing. The records shall be duly certified to be true copies
by the secretary or assistant secretary under corporate seal.)

**CORPORATION COMPLETE THIS PAGE
CERTIFICATE AS TO CORPORATE OFFICER**

I, _____, certify that I am [secretary]/[assistant secretary] of the corporation executing the within Performance Bond;
that _____ who signed the said Bond on behalf of the corporation was then _____ of said corporation; that I know his/her signature and his/her signature thereto is genuine; and that said Bond was duly signed, sealed and attested for and in behalf of said corporation by authority of its governing body.

Date: _____, 20____

(Signature of secretary (or assistant secretary))

(AFFIX CORPORATE SEAL)

PARTNERSHIP COMPLETE THIS PAGE

_____ is a partnership trading under a fictitious or assumed name and [has] / [has not] registered under the Fictitious Names Act of Pennsylvania, namely, the Act of December 16, 1982, P.L. 1309, as amended, 54 Pa. C.S.A. §§ 301 et seq.

WITNESS:

(Fictitious or assumed name)

(Partner trading as above) *(SEAL)

(Partner trading as above) *(SEAL)

Date: _____, 20____

(Street Address)

(City, State and Zip Code)

* If the executing party is a partnership, the document must be signed in the name of the partnership by at least two general partners, and the names and addresses of all the partners must be listed on the attached Certificate. The partnership must also attach Certificate of registration under the provisions of the Fictitious Names Act.

**PARTNERSHIP COMPLETE THIS PAGE
CERTIFICATE AS TO PARTNERSHIP**

I, a partner of _____, the partnership named as Contractor in the within Performance Bond, certify that the following are the names and addresses of all the partners of said partnership:

(Name)

(Name)

(Address)

(Address)

(City, State and Zip Code)

(City, State and Zip Code)

(Name)

(Name)

(Address)

(Address)

(City, State and Zip Code)

(City, State and Zip Code)

Date: _____, 20____

(Signature of Certifying Partner)

**INDIVIDUAL COMPLETE THIS PAGE
(WHEN THE PRINCIPAL IS AN INDIVIDUAL DOING BUSINESS UNDER
A FIRM NAME)**

_____ is an individual trading under a fictitious or assumed name and [has] / [has not] registered under the Fictitious Names Act of Pennsylvania, namely, the Act of December 16, 1982, P.L. 1309, as amended, 54 Pa. C.S.A. §§ 301 et seq.

WITNESS:

(Fictitious or assumed name)

By: _____ (SEAL)
(Individual doing business as above)

(Street Address)

Date: _____, 20__

(City, State and Zip Code)

**(WHEN THE PARTY IS AN INDIVIDUAL DOING BUSINESS IN
HIS/HER INDIVIDUAL NAME)**

WITNESS:

(Individual Name)

By: _____ (SEAL)
(Individual)

(Street Address)

Date: _____, 20__

(City, State and Zip Code)

STATEMENT OF SURETY COMPANY

In accordance with the provisions of **CONTRACT NO. 1809 – SITE DEMOLITION CONTRACT III**, dated _____, 20____, by and between the ALLEGHENY COUNTY SANITARY AUTHORITY and _____, the Contractor, the Surety on the Performance Bond of the said Contractor, after a careful examination satisfied this company that all claims which in any way relate to the performance of the work under this Contract have been satisfactorily settled, hereby approves of the final payment to the said, _____ Contractor, and by these presents witnesseth that payment to the Contractor of the final estimate shall not relieve the Surety Company of any of its obligations to the Allegheny County Sanitary Authority as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF, the said Surety Company has hereunto set its hand and seal this _____ Day of _____, 20____.

ATTEST:

Secretary

Surety Company

By: _____
President

(AFFIX CORPORATE SEAL)

NOTE: The Surety should attach to this Statement a currently certified Power of Attorney which should be dated, sealed and executed by a live (not facsimile) signature showing that the person signing this Statement for the Surety has the current authority to do so.

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____, as Principal, and the _____, a corporation, incorporated under the Laws of the State of _____, as Surety, are held and firmly bound unto the Allegheny County Sanitary Authority, herein called the "Authority" or "Owner", its attorneys, successors or assigns, in the sum of _____ Dollars (\$_____), lawful money of the United States of America, for the payment of which we bind ourselves, our heirs, legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a Contract with the Owner dated _____, 20____, being Allegheny County Sanitary Authority **CONTRACT NO. 1809 – SITE DEMOLITION CONTRACT III** (herein called the "Contract").

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall promptly pay or cause to be paid all sums of money which may be due any person, co-partnership, association or corporation, whether as subcontractor or otherwise for all material or supplies furnished and labor supplied or performed in the prosecution of the Work, including rental for equipment employed and services rendered by public utilities, whether or not said material, supplies or labor entered into or became a component part of the Work or improvement contemplated in the Contract, then this obligation shall become void and of no effect; otherwise it shall remain in full force and effect.

It is further agreed that any changes, extensions, alterations, deductions or additions which may be made in the terms of the Contract Documents, or in the Work to be done, or material or supplies to be furnished, or labor to be supplied or performed, or equipment to be rented, or public utility services to be rendered, or the giving by the Owner of any extension of time for the performance of the Contract, or reduction of the retainage percentage as permitted by the Contract, or any other forbearance on the part of either the Owner or the Principal to the other, shall not in any way release the Principal and the Surety or either of them, their heirs, executors, administrators, successors or assigns, from their liability for such and hereunder; notice to the Surety or Sureties of any such changes, extensions, alterations, deductions, additions or forbearance being hereby waived.

The Principal and Surety further jointly and severally agree with the Owner that every person, co-partnership, association or corporation, who, whether as subcontractor or otherwise, has furnished material or supplies or performed labor or rented equipment or furnished public utility services in the prosecution of the Work and who has not been paid therefor, may maintain an action therefor on this Bond and have execution thereon as though such person, co-partnership, association or corporation were named as obligee herein, provided, however that the Authority shall not be liable for the payment of any costs or expenses of any such suit.

It is further agreed that in case of default in, and/or any action arising out of rights and liabilities secured by this obligation, any party hereto or any person claiming by or through either may use for the purpose of establishing its or their claim a copy of this obligation, certified by the Owner and the action or actions, if any, arising on the within obligation, shall not be a bar to any subsequent action that may arise through any liability incurred in any other action therein or based upon any other part of this obligation.

It is further stipulated and agreed that if the Principal is non-Pennsylvania corporation, neither the Principal nor the Surety shall be discharged from liability on this Bond, nor the Bond surrendered, until such Principal files with the Owner a certificate from the Pennsylvania Department of Revenue evidencing the payment in full of all bonus taxes, assessments, penalties, charges and interest, and a certificate from the Bureau of Employment and Unemployment Compensation of the Pennsylvania Department of Labor and Industry, evidencing the payment of all unemployment compensation contributions, penalties and interest due the Commonwealth of Pennsylvania from the said Principal, or any non-Pennsylvania corporation, subcontractor thereunder, or for which liability has accrued but the time for payment has not arrived, as required by the Act of June 10, 1947, P.L. 493, 8 P.S. sec. 23, or as amended or superseded.

Said Surety agrees that its liability hereunder shall be absolute regardless of any liability of the Principal hereunder whether by reason of any irregular or unauthorized execution of or failure to execute this Bond or otherwise.

The Contract, together with all related Contract Documents, shall be deemed a part hereof as fully as if set forth herein, a true and correct copy of which has been obtained by the Surety, receipt of which is hereby acknowledged. Failure of the Surety to obtain a copy of the Contract Documents shall not be grounds for refusal by the Surety to investigate and respond to a claim under this Bond.

This Bond shall be governed and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument under their several seals this _____ day of _____, 20____, the name and corporate seal of each party being hereto affixed and these presents duly signed by its undersigned representatives, pursuant to authority of its governing body.

SURETY COMPLETE THIS PAGE

(Corporate Surety)

(Street Address)

(City, State and Zip Code)

ATTEST:

By: _____ *

(Signature)

(Title)

Date: _____, 20__

(AFFIX CORPORATE SEAL)

- * The Surety should attach to this Labor and Material Payment Bond a currently certified Power of Attorney which should be dated, sealed and executed by a live (not facsimile) signature showing that the person signing this Bond for the Surety has the current authority to do so.

CORPORATION COMPLETE THIS PAGE

_____ is a corporation organized and existing under the laws of _____ with principal place of business at _____

(Street Address)

(City, State and Zip Code)

and, if a non-Pennsylvania corporation [has] / [has not] been granted a certificate of authority to do business in Pennsylvania, as required by the Pennsylvania Business Corporation Law of 1988, approved December 21, 1988, P.L. 1444, as amended, 15 Pa. C.S.A. §§ 4101 et seq.

ATTEST:

(Name of Corporation)

(Signature of Certifying Officer)

(Signature of Authorized Officer)

Date: _____, 20__

(Typed name of Authorized Officer)

(AFFIX CORPORATE SEAL)

(The corporation shall make certain that the secretary or assistant secretary certifies the official character and authority of the person or persons executing this Labor and Material Payment Bond for the Contractor according to the form attached hereto. In lieu of such certificate, attach to this Bond copies of the records of the corporation that show the official character and authority of the officer signing. The records shall be duly certified to be true copies by the secretary or assistant secretary under corporate seal.)

**CORPORATION COMPLETE THIS PAGE
CERTIFICATE AS TO CORPORATE OFFICER**

I, _____, certify that I am [secretary]/[assistant secretary] of the corporation executing the within Labor and Material Payment Bond; that _____ who signed the said Bond; on behalf of the corporation was then _____ of said corporation; that I know his/her signature and his/her signature thereto is genuine; and that said Bond was duly signed, sealed and attested for and in behalf of said corporation by authority of its governing body.

Date: _____, 20__

(Signature of Secretary (or assistant secretary))

(AFFIX CORPORATE SEAL)

PARTNERSHIP COMPLETE THIS PAGE

_____ is a partnership trading under a fictitious or assumed name and [has] / [has not] registered under the Fictitious Names Act of Pennsylvania, namely, the Act of December 16, 1982, P.L. 1309, as amended, 54 Pa. C.S.A. §§ 301 et seq.

(Fictitious or assumed name)

WITNESS:

(Partner trading as above) *(SEAL)

(Partner trading as above) *(SEAL)

Date: _____, 20____

(Street Address)

(City, State and Zip Code)

- * If the executing party is a partnership, the document must be signed in the name of the partnership by at least two general partners, and the names and addresses of all the partners must be listed on the attached Certificate. The partnership must also attach Certificate of registration under the provisions of the Fictitious Names Act.

**PARTNERSHIP COMPLETE THIS PAGE
CERTIFICATE AS TO PARTNERSHIP**

I, a partner of _____, the partnership named as Contractor in the within Labor and Material Payment Bond, certify that the following are the names and addresses of all the partners of said partnership:

(Name)

(Name)

(Address)

(Address)

(City, State and Zip Code)

(City, State and Zip Code)

(Name)

(Name)

(Address)

(Address)

(City, State and Zip Code)

(City, State and Zip Code)

Date: _____, 20____

(Signature of Certifying Partner)

**INDIVIDUAL COMPLETE THIS PAGE
(WHEN THE PRINCIPAL IS AN INDIVIDUAL DOING BUSINESS UNDER
A FIRM NAME)**

_____ is an individual trading under a fictitious or assumed name and [has] / [has not] registered under the Fictitious Names Act of Pennsylvania, namely, the Act of December 16, 1982, P.L. 1309, as amended, 54 Pa. C.S.A. §§ 301 et seq.

(Fictitious or assumed name)

WITNESS:

By: _____ (SEAL)
(Individual doing business as above)

(Street Address)

Date: _____, 20____

(City, State and Zip Code)

**(WHEN THE PARTY IS AN INDIVIDUAL DOING BUSINESS IN
HIS/HER INDIVIDUAL NAME)**

(Individual Name)

WITNESS:

By: _____ (SEAL)
(Individual)

(Street Address)

Date: _____, 20____

(City, State and Zip Code)

STATEMENT OF SURETY COMPANY

In accordance with the provisions of **CONTRACT NO. 1809 – SITE DEMOLITION CONTRACT III**, dated _____, 20____, by and between the ALLEGHENY COUNTY SANITARY AUTHORITY and _____, the Contractor, the Surety on the Performance Bond of the said Contractor, after a careful examination satisfied this company that all claims which in any way relate to the performance of the work under this Contract have been satisfactorily settled, hereby approves of the final payment to the said, _____ Contractor, and by these presents witnesseth that payment to the Contractor of the final estimate shall not relieve the Surety Company of any of its obligations to the Allegheny County Sanitary Authority as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF, the said Surety Company has hereunto set its hand and seal this _____ day of _____, 20____.

ATTEST:

Secretary

Surety Company

By: _____
President

(AFFIX CORPORATE SEAL)

NOTE: The Surety should attach to this Statement a currently certified Power of Attorney which should be dated, sealed and executed by a live (not facsimile) signature showing that the person signing this Statement for the Surety has the current authority to do so.

CONTRACTOR'S CERTIFICATE OF SATISFACTION

COUNTY OF ALLEGHENY)
COMMONWEALTH OF PENNSYLVANIA) ss:

Before me, the undersigned, _____ in and for said County and Commonwealth, personally appeared * _____, who being duly sworn according to law, deposes and says that all outstanding claims and indebtedness of whatsoever nature arising out of the performance of its or their Contract(s) with the Allegheny County Sanitary Authority, being a Contract for _____, being Contract(s) ** _____ have been paid in full and satisfactorily settled.

Contractor (or Partner or Corporate Officer)

Sworn to and subscribed before me this

____ Day of _____, 20____

My commission expires _____

* Must be signed and sworn to by the individual Contractor, Partner (if the Contractor is a partnership), or the Corporate Officer (if the Contractor is a Corporation).

** Enter Contract or Contracts awarded.

MAINTENANCE BOND

KNOW ALL MEN TO THESE PRESENTS, that we _____
 _____, as Principal and the _____
 _____, a corporation, incorporated under
 the Laws of the State of _____, as Surety, are held and firmly bound unto Allegheny County
 Sanitary Authority, hereinafter called the "Authority" or "Owner", its attorneys, successors or
 assigns, in the sum of _____ Dollars (\$_____),
 lawful money of the United States of America, for the payment of which we bind ourselves,
 our heirs, legal representatives, successors and assigns, jointly and severally, firmly by these
 presents.

WHEREAS, the Principal has entered into a Contract with the Owner dated
 _____, 20____, being Allegheny County Sanitary
 Authority **CONTRACT NO. 1809 – SITE DEMOLITION CONTRACT III**, (herein called the
 "Contract").

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if
 the Principal shall promptly remedy without cost to the Owner any Defects which may
 develop within a period of one (1) year from _____, 20____, the date of the
 Certificate of Final Completion for the Work performed under the Contract (or longer if so
 stated in the Contract Documents), provided such Defects, in the judgement of the Owner or
 its successors having jurisdiction in the premises, are caused by defective or inferior
 Materials, workmanship or design, then this obligation shall become void and of no effect;
 otherwise it shall remain in full force and effect.

It is further agreed that any changes, extensions, alterations, deductions or additions
 which may be made in the terms of the Contract Documents, or in the Work to be done, or
 Materials to be furnished, or labor to be supplied or performed, or equipment to be rented, or
 public utility services to be rendered, or the giving by the Owner of any extension of time for
 the performance of the Contract, or reduction of the retainage percentage as permitted by the
 Contract, or any other forbearance on the part of either the Owner or the Principal to the
 other, shall not in any way release the Principal and the Surety or either of them, their heirs,
 executors, administrators, successors or assigns, from their liability for such and hereunder;

notice to the Surety or Sureties of any such changes, extensions, alterations, deductions, additions or forbearance being hereby waived.

Said Surety agrees that its liability hereunder shall be absolute regardless of any liability of the Principal hereunder whether by reason of any irregular or unauthorized execution of or failure to execute this Bond or otherwise.

The Contract together with all related Contract Documents, shall be deemed a part hereof as fully as if set forth herein, a true and correct copy of which has been obtained by the Surety, receipt of which is hereby acknowledged. Failure of the Surety to obtain a copy of the Contract Documents shall not be grounds for refusal by the Surety to investigate and respond to a claim under this Bond.

This Bond shall be governed and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument under their several seals this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its proper officer, pursuant to authority of its governing body.

SURETY COMPLETE THIS PAGE

(Corporate Surety)

(Street Address)

(City, State and Zip Code)

ATTEST:

By: _____ *

(Signature)

(Title)

Date: _____, 20____

(AFFIX CORPORATE SEAL)

* The Surety should attach to the Maintenance Bond a currently certified Power of Attorney which should be dated, sealed and executed by a live (not facsimile) signature showing that the person signing this Bond for the Surety has the current authority to do so.

CORPORATION COMPLETE THIS PAGE

_____ is a corporation organized and existing under the laws of _____ with principal place of business at _____

(Street Address)

(City, State and Zip Code)

and, if a non-Pennsylvania corporation [has] / [has not] been granted a certificate of authority to do business in Pennsylvania, as required by the Pennsylvania Business Corporation Law of 1988, approved December 21, 1988, P.L. 1444, as amended, 15 Pa. C.S.A. ' ' 4101 et seq.

ATTEST:

(Name of Corporation)

(Signature of Certifying Officer)

(Signature of Authorized Officer)

Date: _____, 20____

(Typed name of Authorized Officer)

(AFFIX CORPORATE SEAL)

(The corporation shall make certain that the secretary or assistant secretary certifies the official character and authority of the person or persons executing this Maintenance Bond for the Contractor according to the form attached hereto. In lieu of such certificate, attach to this Bond, copies of the records of the corporation that show the official character and authority of the officer signing. The records shall be duly certified to be true copies by the secretary or assistant secretary under corporate seal.)

**CORPORATION COMPLETE THIS PAGE
CERTIFICATE AS TO CORPORATE OFFICER**

I, _____, certify that I am [secretary]/[assistant secretary] of the corporation executing the within Maintenance Bond; that _____ who signed the said Bond; on behalf of the corporation was then _____ of said corporation; that I know his/her signature and his/her signature thereto is genuine; and that said Bond was duly signed, sealed and attested for and in behalf of said corporation by authority of its governing body.

Date: _____, 20____

(Signature of secretary (or assistant secretary))

(AFFIX CORPORATE SEAL)

(PARTNERSHIP COMPLETE THIS PAGE)

_____ is a partnership trading under a fictitious or assumed name and [has] / [has not] registered under the Fictitious Names Act of Pennsylvania, namely, the Act of December 16, 1982, P.L. 1309, as amended, 54 Pa. C.S.A. §§ 301 et seq.

(Fictitious or assumed name)

WITNESS:

(Partner trading as above) *(SEAL)

(Partner trading as above) *(SEAL)

Date: _____, 20__

(Street Address)

(City, State and Zip Code)

* If the executing party is a partnership, the document must be signed in the name of the partnership by at least two general partners, and the names and addresses of all the partners must be listed on the attached Certificate. The partnership must also attach Certificate of registration under the provisions of the Fictitious Names Act.

**PARTNERSHIP COMPLETE THIS PAGE
CERTIFICATE AS TO PARTNERSHIP**

I, a partner of _____, the partnership named as Contractor in the within Maintenance Bond, certify that the following are the names and addresses of all the partners of said partnership:

_____ (Name)	_____ (Name)
_____ (Address)	_____ (Address)
_____ (City, State and Zip Code)	_____ (City, State and Zip Code)
_____ (Name)	_____ (Name)
_____ (Address)	_____ (Address)
_____ (City, State and Zip Code)	_____ (City, State and Zip Code)
Date: _____, 20____	_____ (Signature of Certifying Partner)

**INDIVIDUAL COMPLETE THIS PAGE
(WHEN THE PRINCIPAL IS AN INDIVIDUAL DOING BUSINESS UNDER
A FIRM NAME)**

_____ is an individual trading under a fictitious or assumed name and [has] / [has not] registered under the Fictitious Names Act of Pennsylvania, namely, the Act of December 16, 1982, P.L. 1309, as amended, 54 Pa. C.S.A. ' ' 301 et seq.

WITNESS:

(Fictitious or assumed name)

By: _____ (SEAL)
(Individual doing business as above)

Date: _____, 20__

(Street Address)

(City, State and Zip Code)

**(WHEN THE PARTY IS AN INDIVIDUAL DOING BUSINESS IN
HIS/HER INDIVIDUAL NAME)**

WITNESS:

(Individual Name)

By: _____ (SEAL)
(Individual)

Date: _____, 20__

(Street Address)

ARTICLE 6
TECHNICAL SPECIFICATIONS

**SITE DEMOLITION III – CONTRACT 1809
LIST OF TECHNICAL SPECIFICATIONS**

Division 01 – General Requirements

- 01 11 00 Summary of Work
- 01 12 16 Construction Sequencing
- 01 29 00 Measurement and Payment
- 01 31 13 Project Coordination
- 01 32 16 Construction Progress Schedule
- 01 33 00 Submittals
- 01 33 16 Project Management Info System
- 01 42 19 Abbreviations
- 01 50 00 Construction Facilities and Temporary Controls
- 01 55 26 Traffic Maintenance
- 01 68 00 Erosion and Sedimentation Control
- 01 78 39 Contract Closeout and Execution Requirements

Division 02 – Site Work

- 02 41 16 Structure Demolition
- 02 82 20 Hazardous Materials Abatement

Division 03 – Concrete

- 03 30 00 Cast-In-Place Concrete
- 03 39 00 Concrete Curing

Division 26 – Electrical

- 26 05 00 Electrical Work
- 26 05 43 Electrical – Exterior Underground

Division 31 – Earthwork

- 31 23 00 Management, Handling, and Disposal of Excavated Soil
- 31 23 16 Excavation and Backfill
- 31 50 00 Excavation Support and Protection

Division 32 – Exterior Improvements

- 32 11 23 Aggregate Base Course
- 32 12 16 Asphalt Paving
- 32 12 18 Bituminous Cold Patch
- 32 13 10 Concrete Base Course
- 32 16 13 Concrete Curb Gutter
- 32 16 23 Concrete Sidewalk
- 32 91 13 Topsoil and Finished Grading

Division 33 – Utilities

- 33 01 30 Cured In Place Sewer Lining
- 33 31 11 Public Sanitary and Storm Sewer Piping

**SECTION 01 11 00
SUMMARY OF WORK**

PART 1 – GENERAL

1.1 SUMMARY

- A. This work includes demolition of structures on fourteen parcels and construction of reinforced concrete electrical equipment pads at the O06A site within the Borough of McKees Rocks.
- B. Work includes termination of West View water services and Borough of McKees Rocks sewer services, natural gas, communications, and power utilities prior to the start of demolition work.
- C. Staff representing the following organizations may be present at the Job Site and have responsibilities described generally in Article 3, Contract Provisions:
 - 1. Owner (ALCOSAN)
 - 2. Construction Manager (Hatch Associates)
 - 3. Consulting Engineer (Mott MacDonald LLC)
- D. The Owner is identified as the responsible entity for certain actions in the Contract. The Owner may elect to delegate any or all of these respective duties and responsibilities.
- E. Communication will be between the Contractor and the Construction Manager (CM).

1.2 QUALIFICATIONS

- A. The Contractor must hold a General Contractor License to perform demolition of commercial and residential structures in the Borough of McKees Rocks.

1.4 GENERAL DEMOLITION

- A. Work under this Contract includes, but is not limited to, the following:
 - 1. Obtain all required permits for the demolition of each structure from the Borough of McKees Rocks and comply with all permit terms.
 - 2. Obtain all required permits from the West View Water Authority for the termination of water services.
 - 3. Obtain all required permits from the Borough of McKees Rocks for the termination of sewer services and sewer lining.

4. Install, maintain, and remove all erosion and sedimentation controls at each building demolition site and secure the site to prevent unauthorized access to the sites and buildings.
5. Conduct a detailed Hazardous Materials Assessment and document the quantities and locations of hazardous materials within each building and site. Provide notice to the Allegheny County Health Department (ACHD) or obtain an asbestos abatement permit from ACHD if required for asbestos abatement.
6. Coordinate the disconnection of all utilities prior to the start of demolition activities.
7. Raze the entirety of the buildings indicated in the plans, including roofs, walls, doors, windows, louvers, stand-alone storage units, structural steel, foundation walls (to the specified elevations) as described in the drawings and specifications.
8. Removal of roofing, including coverings, flashings roof specialties, etc. shall be in accordance with Allegheny County Health Department (ACHD) requirements.
9. Removal of all concrete floor slabs, foundations and sidewalks to the extent noted in the drawings; backfill with aggregate, as indicated on the drawings. Perform vegetation trimming/grass overseeding and import clean fill and place topsoil and seed where indicated on post demolition site restoration drawings. Installation of a temporary retaining wall on Parcel No. 74-M-28.
10. Interior construction, including partitions, door assemblies, interior glazed openings, raised flooring, ceiling tile and metal ceiling grid work, interior finishes, interior finish carpentry architectural woodwork and built-in casework shall be removed.
11. The Contractor shall track all wastes which are hauled to the approved landfill(s) and provide the CM with copies of manifests.
12. Existing interior plumbing, HVAC systems, electrical system components, and communication system components and equipment shall be removed.
13. CIPP lining of approximately 290' of 12" VCP combined sewer between MH0288 and MH0325 in accordance with Contract drawings and specifications.
14. Termination of water lines into the building, in accordance with current regulations and the Contract drawings and specifications.

15. Disconnect electrical power to the building, in accordance with current regulations and the Contract drawings and specifications.
 16. Removal of hazardous equipment and lighting fixtures in a prescribed method acceptable to the ACHD and Pennsylvania Department of Environmental Protection (PADEP) regulations.
 17. Site utilities shut-off shall be coordinated as designated on the drawings and specification section 01 31 13 PROJECT COORDINATION.
 18. Any stockpile material which remains at the end of the project shall be hauled from the site and disposed of properly as directed by Owner.
 19. Bid Documents shall be entered into ALCOSAN's PMIS for document review. A license and training session shall be provided for the PMIS. ALCOSAN will be using e-Builder software for project management. Invoicing for the consultant shall be done through e-Builder software.
- B. Temporary facilities and controls in the General Construction Contract include, but are not limited to, the following:
1. Temporary facilities and controls
 2. Sediment and erosion control
 3. Temporary water supply
 4. Un-piped sewers and drainage, including drainage ditches, dry wells, stabilization ponds, and containers
 5. Temporary toilet fixtures, wash facilities, and drinking water facilities, including disposable supplies
 6. Temporary roads and paved areas
 7. Temporary vehicle barriers and signage
 8. Project identification and temporary signs
 9. General waste disposal facilities
 10. Site enclosure perimeter fence, barricades, warning signs, and lights

1.5 OWNER-FURNISHED EQUIPMENT

- A. No products will be furnished by the Owner for installation by the Contractor. All products, materials, and systems identified in Contract Documents shall be provided by Contractors.

1.6 REPORTS AND STUDIES

- A. In preparation of the Contract Documents, ALCOSAN has made available the following reports in Appendix B Environmental and Hazardous Material Surveys:
1. Phase 1 Environmental Site Assessment for the Ella and Shingiss Street Site prepared by Collective Efforts, LLC, dated June 30, 2023, as listed in Appendix B.
 2. Phase 1 Environmental Site Assessment for the Ella Street Pump Station prepared by Collective Efforts, LLC, dated December 19, 2024, as listed in Appendix B.
 3. Asbestos and Lead-Based Paint Inspection Report for 324 Ella Street, McKees Rocks, Pennsylvania, 2 Story Residential Structure, prepared by Skelly and Loy, dated January 4, 2024, as listed in Appendix B.
 4. Asbestos and Lead-Based Paint Inspection Report for 326 Ella Street, McKees Rocks, Pennsylvania, 2 Story Residential Structure, prepared by Skelly and Loy, dated January 4, 2024, as listed in Appendix B.
 5. Pre-Demolition Asbestos Containing Materials Inspection and Limited Lead Paint Sampling Report for Asbestos and Lead-Based Paint Inspection Report for 328 Ella Street, McKees Rocks, Pennsylvania, prepared by Skelly and Loy, dated May 16, 2024, as listed in Appendix B.
 6. Pre-Demolition Asbestos Containing Materials Inspection and Limited Lead Paint Sampling Report for Asbestos and Lead-Based Paint Inspection Report for 330 Ella Street, McKees Rocks, Pennsylvania, prepared by Skelly and Loy, dated May 10, 2024, as listed in Appendix B.
 7. Pre-Demolition Asbestos Containing Materials Inspection and Limited Lead Paint Sampling Report for Asbestos and Lead-Based Paint Inspection Report for 323 Shingiss Street, McKees Rocks, Pennsylvania, prepared by Skelly and Loy, dated June 13, 2024, as listed in Appendix B.
 8. Pre-Demolition Asbestos Containing Materials Inspection and Limited Lead Paint Sampling Report for Asbestos and Lead-Based Paint Inspection Report for 325 Shingiss Street, McKees Rocks, Pennsylvania, prepared by Skelly and Loy, dated June 20, 2024, as listed in Appendix B.
 9. Asbestos and Lead-Based Paint Inspection Report for 327 Shingiss Street, McKees Rocks, Pennsylvania, 2 Story Residential Structure, prepared by Skelly and Loy, dated January 4, 2024, as listed in Appendix B.
 10. Asbestos and Lead-Based Paint Inspection Report for 329 Shingiss Street, McKees Rocks, Pennsylvania, 2 Story Residential Structure, prepared by Skelly and Loy, dated January 19, 2024, as listed in Appendix B.

11. Pre-Demolition Asbestos Containing Materials Inspection and Limited Lead Paint Sampling Report for 401 Shingiss Street, McKees Rocks, Pennsylvania, prepared by Skelly and Loy, dated April 19, 2024, as listed in Appendix B.
12. Pre-Demolition Asbestos Inspection and Limited Lead Paint Testing Report for 330 Hamilton Street, McKees Rocks, Pennsylvania, prepared by Skelly and Loy, dated February 20, 2025, as listed in Appendix B.
13. Pre-Demolition Asbestos Inspection and Limited Lead Paint Testing Report for 332 Hamilton Street, McKees Rocks, Pennsylvania, prepared by Skelly and Loy, dated February 20, 2025, as listed in Appendix B.
14. Daily Field Inspection Report, prepared by Hatch, dated 8/2/2024 for the backfilling of the existing pool at 323 Shingiss Street, as listed in Appendix B.
15. CCTV plan exhibit and inspection report for Shingiss Street, MH 0325 to MH 0288, prepared by Robinson Pipe Cleaning, dated 9/13/21, as listed in Appendix B.
16. CCTV video for Shingiss Street, AMH 0325 to AMH 0288, performed on 8/9/22, as listed in Appendix B.
17. Protecting a Historic Structure during Adjacent Construction, Tech Note – Temporary Protection – Number 3 by the U.S. Department of the Interior, National Park Service, Cultural Resources, Heritage Preservation Services dated July 2001.

1.7 CONTAMINATED AND HAZARDOUS MATERIALS

- A. Hazardous materials have been identified in the reports referenced in Appendix B. The Contractor shall be responsible for remediation and proper disposal of this material and equipment in accordance with PADEP, ACHD, and all other local, state, and federal requirements. Materials in the structures may include, but not limited to, lead and asbestos containing materials (ACM).
- B. The reports and attachments provided within the project specifications and drawings are intended to inform the Contractor during the bidding phase as to the general type and locations of hazardous materials to be expected. The Contractor is responsible and required to perform their own detailed environmental survey prior to start of work to document in detail the Contaminated and Hazardous Materials present in each structure.

1.8 CONFINED SPACES

- A. All work involving confined space entry will be in accordance with 29 CFR §1910.146. The Owner has adopted a Permit Required Confined Space

Entry Program for its employees in accordance with OSHA requirements found at 29 CFR §1910.146. This Permit Required Confined Space Entry Program or its equivalent must be adopted by the Contractor if its employees will be working in confined spaces. No Contractor employee shall be permitted to enter a "permit required confined space" as defined in 29 CFR §1910.146 without having complied with all the requirements of said regulations, including the sign off on the "ALCOSAN ON-SITE CONFINED Space Entry Permit" or equivalent permit adopted by the Contractor. The Contractor shall have gas detection equipment which is capable of detecting combustibles, oxygen, hydrogen sulfide and carbon monoxide.

- B. At this time, there are no areas in the designated buildings defined as confined spaces that require entry by the Contractor.
- C. The Contractor shall identify to the CM any new confined or enclosed space that is created as a result of the performance of the Contract Work. The Contractor shall comply with the requirements of the applicable permit-required confined space entry program whenever the potential exists that work in such spaces could be hazardous.

1.9 DESCRIPTION OF RESPONSIBILITIES

- A. CONTRACTOR: As described in these Contract Documents and as follows:

- 1. Project Manager/Site Superintendent:

On site at all times when the work is proceeding. The Owner reserves the right to approve the Contractor's proposed Project Manager and Site Superintendent. If at any time during the execution of the Contract the Owner determines that the Contractor's Project Manager and/or Site Superintendent are not executing the work in conformance with the Contract Documents, the Owner may request in writing that they be replaced. The Contractor's Project Manager and/or Site Superintendent shall not be replaced without written notice to Construction Manager except under extraordinary circumstances. The superintendent will be Contractor's representative at the site and shall have authority to act on behalf of Contractor.

All communications to the superintendent shall be as binding as if given to Contractor. If at any time during the Project the superintendent leaves the Project site while Work is in progress, the Construction Manager shall be notified and provided with the name of the Contractor's representative having responsible charge.

- 2. Quality Control Representative:

Shall be responsible for the Contractor's quality control program while Work is in progress. Notify the Construction Manager of any change in quality control assignment.

3. Safety and Protection:

- a. Initiate, maintain, and supervise all safety precautions and programs in connection with the work. Take all necessary precautions for the safety of, and provide the necessary protection to prevent damage, injury, or loss to:
 - 1) All persons on the work site or who may be affected by the work
 - 2) All the Work and materials and equipment to be incorporated therein, whether in storage on or off the site
 - 3) Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, fencing, roadways, structures, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction
- b. Comply with all applicable Laws and Regulations of any public body having jurisdiction for safety of persons or property or to protect them from damage, injury, or loss.
- c. Before any work at the site is started, the contractor shall prepare a written plan for Project-specific safety precautions and programs and submit to the Construction Manager and ALCOSAN Safety Department for review and comment.
- d. The Contractor shall revise the plan for safety precautions and programs at appropriate times to reflect changes in construction conditions, the work, Contractor's means, methods, techniques, and sequences and procedures of construction. All revised plans will be submitted to the Construction Manager for record.
- e. Safety Representative: The Contractor shall designate a qualified and experienced safety representative at the site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs. The Safety representative shall be trained in First Aid and CPR. These qualifications shall be submitted to the Construction Manager prior to beginning work on site.
- f. Emergencies: In emergencies affecting the safety or protection of persons or the work or property at the site or adjacent thereto, each

Contractor, without special instruction or authorization from Owner or Construction Manager, is obligated to act to prevent threatened damage, injury or loss. Contractor shall give Construction Manager prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If Construction Manager determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, Construction Manager will proceed in accordance with Article 3, Contract Provisions.

B. Owner (ALCOSAN):

1. Participate in coordination of site construction activity.

C. Construction Manager (CM):

1. CM work on this contract will be performed by Hatch Associates.
2. Approve contract amendments, progress payments, and make final acceptance of the Work.
3. Coordinate on-site demolition activity.
4. Construction Contract Administration.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION

SECTION 01 12 16 CONSTRUCTION SEQUENCING

PART 1 – GENERAL

1.1 PURPOSE

- A. This section identifies mandatory construction sequencing requirements and constraints.
- B. The construction sequences presented in this section outline the intent of the Owner with respect to the general progress of work. The sequences and construction activities noted are not intended to be comprehensive or all inclusive. Many other construction activities and work components, although not specifically noted, are integral parts of the work included in the Contract Documents and must be both scheduled and completed.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.1 GENERAL

- A. Include the Milestones and sequences of Work specified herein as a part of the progress schedule required under Section 01 32 16 CONSTRUCTION PROGRESS SCHEDULES.
 - 1. Conduct Work outside regular working hours only after prior written consent of Construction Manager. CM may approve work outside normal working hours to maintain Project Schedule or avoid undesirable conditions. However, under no circumstances cease Work at the end of a normal working day if such actions may cause a cessation of any facility operating process. In such cases, remain onsite until Work is complete.

3.2 CONSTRUCTION SEQUENCE

- A. Perform work according to submitted and approved construction schedule. Sequencing shall be determined by the Contractor with consideration work schedules provided by any subcontractors for the delivery of materials to complete their Work.

END OF SECTION

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**SECTION 01 29 00
MEASUREMENT AND PAYMENT**

PART 1 – GENERAL

1.1 REFERENCE

- A. See Article 3 for general requirements concerning payment.

1.2 MEASUREMENT-GENERAL

- A. Whenever pay quantities of material are determined by weight, obtain a weight or load slip from the weigher and deliver to the CM at the point of delivery of the material.
- B. Vehicles used to haul material being paid for by weight shall be weighed empty daily and at such additional times as required by CM. Each vehicle shall bear a plainly legible identification mark.

1.3 PAYMENT

- A. General: Progress payments will be made monthly on the date established at the preconstruction meeting.
- B. The Contractor shall include a line item in the Schedule of Values for the submission of approved As-Built Drawings with an associated value of 0.50 percent of the contract value.
- C. Payment for all Work shown or specified in the Contract Documents is included in the Contract Price. No measurement or payment will be made for individual items.

1.4 NONPAYMENT FOR REJECTED OR UNUSED PRODUCTS

- A. Payment will not be made for following:
 - 1. Loading, hauling, and disposing of rejected material.
 - 2. Quantities of material wasted or disposed of in manner not called for under Contract Documents.
 - 3. Rejected loads of material, including material rejected after it has been placed by reason of failure of Contractor to conform to provisions of Contract Documents.
 - 4. Material not unloaded from transporting vehicle.

5. Defective Work not accepted by Owner.
6. Material remaining on hand after completion of Work.
7. Material testing for use as clean fill.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION

3.1 INITIAL APPLICATION FOR PAYMENT

- A. Administrative actions and submittals that must precede the first Application for Payment include the following:
 1. Contractor's Mobilization Schedule (First 90 Days)
 2. Contractor's Schedule of Values
 3. Contractor's Submittal Schedule
 4. List of Subcontractors (if required)
 5. List of Principal Suppliers and Fabricators (if required)
 6. List of Contractor's staff assignments (if required)
 7. Copies of licenses and authorizations from governing authorities for performance of the Work (if applicable)
 8. Certificates of Insurance
 9. Required Bonds
 10. MSDS sheets
 11. Safety Program accepted
 12. WBE/MBE/DBE submittal accepted
 13. Preconstruction photograph session completed

3.2 MONTHLY APPLICATION FOR PAYMENT

- A. Administrative actions and submittals that must precede each monthly Application for Payment include the following:
 1. Contractor's Project Schedule w/ Narrative (Updated)

2. Contractor's Submittal Schedule (Updated)
3. Certified Payrolls
4. Certificates of Insurance (Updated)
5. Disposition of all Non-Conformance Notices
6. WBE/MBE/DBE compliance update
7. Weekly safety meeting minutes

3.3 FINAL APPLICATION FOR PAYMENT

- A. Administrative actions and submittals that must precede the Final Application for Payment are outlined in the Contract Provisions Article Three Section entitled "Final Acceptance."

END OF SECTION

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SECTION 01 31 13
PROJECT COORDINATION

PART 1 – GENERAL

1.11 DEFINITIONS

- A. Definitions for common terms used in these documents are provided in Article 3, General Contract Conditions.

1.22 UTILITY WORK

- A. Coordinate with the Owner and the necessary utilities as required to coordinate the disconnection and capping of existing water, sewer, natural gas, electric, and communications utilities present at the sites.

1.33 WORKING HOURS

- A. Construction operations are limited to the hours of 7:00 AM and 7:00 PM Monday through Friday. Normal Contractor (and Subcontractor) working hours consist of 8 working hours within a 12-hour period between 7:00 a.m. and 7:00 p.m., on a regularly scheduled basis, excluding Saturdays, Sundays and holidays. Work hours outside of this time frame (i.e., more than 8 hours per day) must be approved by the CM. Request approval for work outside normal work hours no less than 48 hours prior to start of the respective work period.
- B. Work performed that exceeds more than 8 hours per day or during the Owner's holiday shall be overseen by the CM, at the sole expense of the Contractor, including the cost of the Owner's employees. Compensation to the Construction Manager for such work shall be based on an hourly rate of \$95.00 per hour.

1.44 PROJECT MEETINGS

- A. General:
 - 1. The CM will:
 - a. Schedule and provide physical arrangements for meetings throughout progress of Work,
 - b. Prepare meeting agenda,
 - c. Distribute written notice of each meeting, with agenda attached, no less than 48 hours prior to the scheduled meeting,
 - d. Preside at meetings,

- e. Record minutes to include significant proceedings and decisions, assign actions and deadlines to all issues, and reproduce and distribute copies of minutes within 5 days after each meeting to participants and parties affected by meeting decisions.
 - 2. Representatives of Contractor shall attend meetings.
- B. Pre-Construction Conference:
- 1. Be prepared to discuss, at a minimum, the following:
 - a. Mobilization schedule
 - b. Preliminary schedule of submittals
 - c. Procedures for processing submittals
 - d. Preliminary schedule of values
 - e. Sequencing of critical path work items
 - f. Maintenance required records
 - g. Status of Bonds and Insurance
 - h. Project change and clarification procedures
 - i. Use of site, access, office and storage areas, security and temporary facilities
 - j. Health and Safety Plan and site safety manager
 - k. Progress payment procedures
 - 2. Attendees will include but not necessarily be limited to:
 - a. Contractor's Project Manager and/or Superintendent
 - b. Contractor's Safety Manager
 - c. Subcontractor representatives as determined by Contractor or requested by CM
 - d. CM
 - e. Consulting Engineer

C. Progress Meetings:

1. The CM will schedule weekly progress meetings at site to review Work progress, the Contract Schedule, Submittals Schedule, contract clarifications and modifications, coordination with utilities, and other matters pertinent to project execution.
2. Contractor attendees will include the Superintendent and/or Project Manager and subcontractors if requested

D. Pre-Demolition Meetings:

1. When required in individual Specification sections, or as stipulated in Section 01 12 16 CONSTRUCTION SEQUENCING, convene at site prior to commencing Work of that section or task. Refer to individual sections and Section 01 12 16 for specific requirements.
2. Require attendance of entities directly affecting, or affected by, Work of that section.
3. Comply with notification requirements as outlined in the specific specification sections. In the absence of a specific notification requirement, requests for a meeting shall be made to the Construction Manager by the Contractor no less than 14 calendar days in advance of the proposed meeting date.
4. Accompanying the request for a meeting shall be a proposed agenda prepared by the Contractor to include, at a minimum:
 - a. reviewing conditions of installation,
 - b. preparation, installation, and/or application procedures,
 - c. and coordination with related Work and work of others.

E. Other meetings as may be requested by the CM, including review of applications for payment and safety concerns.

1.55 ADJACENT FACILITIES AND PROPERTIES

A. Examination:

1. After the effective date of the contract and before Work at site is started, Contractor, Owner, Consulting Engineer, and Construction Manager, shall make thorough examination of pre-existing conditions including existing buildings, structures, and other improvements in vicinity of Work, as applicable, which could be impacted by construction operations. Periodic reexamination shall be jointly performed to include, but not be limited to,

traffic coordination, operational impacts or disruptions, damage to property or assets, and similar conditions.

2. Construction Manager shall document all observations for corroboration by Owner and Contractor.

B. Documentation:

1. The Contractor, under direction of the Construction Manager will compile photographs, videotape, and/or other records documenting examination for Owner's and Contractor's signature. Owner and Contractor will review, sign, and date each observation document, and return all three sets to the Construction Manager. The Construction Manager shall then distribute one set to the Contractor to be kept on file in Contractor's field office as site records. A second set will be retained by the Construction Manager, and the Owner will keep the third set.
2. These observation documents are intended for use as indisputable evidence in ascertaining whether and to what extent damage occurred as a result of Contractor's operations, and are for the mutual protection of the Contractor, and Owner.

1.6 PHYSICAL CONDITIONS

- A. Exercise reasonable care to first verify locations of existing subsurface structures and underground facilities prior to all excavation and subsurface work.
- B. Make exploratory excavations where existing facilities or structures may potentially conflict with proposed facilities or structures. Conduct exploratory work in presence of Construction Manager and sufficiently ahead of construction to avoid possible delays to Contractor's Work.

1.7 TEMPORARY FACILITIES

- A. Field Offices, General: Prefabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading.
- B. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations.
- C. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
- D. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION

3.1 SALVAGE OF MATERIALS

- A. No items in the buildings marked for demolition are to be salvaged by ALCOSAN following the notice to proceed. All salvage is the responsibility of the Contractor.

END OF SECTION

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SECTION 01 32 16
CONSTRUCTION PROGRESS SCHEDULE

PART 1 – GENERAL

1.1 CPM CONSTRUCTION SCHEDULING

- A. The purpose of the Project CPM Schedule is to assist the CM in monitoring the progress of the work and evaluating the impact of proposed changes on the contract time.

1.2 INITIAL SUBMITTAL AND NETWORK PREPARATION

- A. Within 20 working days after the pre-construction meeting, provide the CM with a project schedule with information consisting of, but not limited to, the following:
1. List all permitting, demolition and construction activities.
 2. Anticipated durations and proposed work calendar for activities in workdays.
 3. Predecessor and successor activities for each activity.
 4. List of all submittals with final submittal dates.
 5. Identify activities to be performed by subcontractors and others in the list of activities with predecessors, successors and anticipated durations.
 6. Consider seasonal weather conditions in preparing the schedule.

1.3 REVIEW AND APPROVAL

- A. Submit the schedule to the CM for review and completeness including, but not limited to, activities, durations, logic and any necessary interfaces with others.

1.4 UPDATED AND REVISED SCHEDULES

- A. Present proposed revisions to the schedule logic in writing to the CM. Approved revisions will be included in a Revised Schedule.

1.5 RESPONSIBILITY FOR COMPLETION

- A. Furnish sufficient forces, materials and equipment as necessary to ensure completion of the work. If, in the opinion of the CM, the Contractor fails to comply with any of the requirements for completion of the work, the CM may advise the Contractor to take any means necessary to recover any lost progress.

- B. A schedule recovery plan will be required to demonstrate the Contractor's plan to recover schedule progress.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION

**SECTION 01 33 00
SUBMITTALS**

PART 1 – GENERAL

1.1 GENERAL

A. Identify Submittals:

1. ALCOSAN has implemented a Program Management Information System (PMIS) for the electronic transmittal and storage for all construction documents. Refer to Section 01 33 16, PROJECT MANAGEMENT INFO SYSTEM.
2. Post the electronic submittals as PDF electronic files directly to the PMIS specifically established for Project.
3. PMIS will automatically assign Submittal Title, Submittal No., Specification Section, Revision Number, Submittal Description and log of actions (Date Submitted, Date Returned, etc.) using information provided in the Submittal Schedule.
4. Provide manufacturer, supplier and subcontractor name, drawing number/name (if applicable) and attaching the supporting documents.
5. Identify Submittal type; submit only one type in each Submittal package.
6. Identify and indicate each deviation or variation from the Contract Documents (i.e. Substantiation or Alternate) with justification for the requested variation.

B. Resubmissions: Clearly identify each correction or change made by clouding the area revised on the applicable documents submitted.

C. Review of Submittals:

1. Contractor: Fully coordinate all submitted material, including but not limited to the following procedures:
 - a. Determine and verify all necessary dimensions, conditions, materials, product information and similar data.
 - b. Include the date, the checker's name and "Approved for Submittal" stamp. Submittals not marked in this manner may be returned without action by the Construction Manager.
 - c. Submittals are intended to amplify the Contract Documents and must not contain deviations from them unless covered by a Change Order proposal.

Proposed deviations shall be clearly noted on the letter of transmittal by the Contractor.

- d. Check submittals for correctness, proper identification, and completeness. Verify that the submittal meets all Contract requirements.
 - e. Contractor Submittal Identification: Identify and Indicate on the submittal form:
 - 1) Pertinent Specification Section/paragraph, Drawing sheet(s) and detail number(s), products, units and assemblies, and system or equipment identification or tag numbers.
 - 2) Critical field dimensions, plus relationships to other critical features of the Work.
 - 3) Pertinent information on the Contractor review stamp to include the following:
 - a) Contractor name and address
 - b) Name of project/area of project
 - c) Contract number
 - d) Reviewer name/Telephone Number
 - e) Date of Review Signature
 - f) Specification section and paragraph
 - g) Contract Drawing number
 - h) Submittal number/revision
 - i) Equipment Number
2. Construction Manager:
- a. The CM will review each submittal for approval and will code the review results as (1) "Approved", (2) "Approved as Noted", (3) "Not Approved" (4) "Revise and Resubmit," (5) "Reviewed" or (6) "Receipt Acknowledged".
 - b. The CM will return the Submittals to the Contractor for appropriate action. Under codes (1) and (2) the Work may proceed. Under codes (3) and (4) the Work may not proceed. Under code (2) corrected copies of the submittal are required. Resubmittals under code (2) will only be reviewed to verify review comments have been incorporated. Codes (5) and (6) submittals will be used for submittals that don't require approval but must be filed.

- c. No Material or Equipment shall be processed or fabricated for the Work, delivered to the site or installed without prior written approval per Codes (1) or (2) of Shop Drawings by the CM.
 - d. CM approval of Submittals will involve a general check to ascertain conformance with the design. The Contractor is responsible for confirmation and correlation of dimensions; for information pertaining solely to fabrication and installation processes or techniques; and for coordination of major system component manufacturers.
 - e. CM review will be made as soon as practical following the receipt of each submittal. In scheduling, allow 14 calendar days for CM review.
- D. Disposition: Submit one (1) PDF electronic file using PMIS of all material submittals to the CM for review. Other submittals are to be provided by the Contractor in the quantities otherwise indicated herein. The CM will indicate requirements for resubmission or acceptance on Submittals as follows:
- 1. Distribution:
 - a. One (1) electronic copy of all revised and approved submittals, including standard submittal review form, will be maintained within PMIS.
 - b. No hard copies will be returned to the Contractor.
 - 2. Accepted Submittals:
 - a. Schedules: Acceptance by the CM of the Contractor's Schedule will indicate that the schedule provides for the orderly progression of the Work to completion within any specified milestones and the Contract completion date(s), but such acceptance will neither impose on the CM responsibility for the sequencing, scheduling, or progress of the Work nor interfere with or relieve the Contractor from the Contractor's full responsibility.
 - b. Acceptance of other Administrative Submittals will indicate that the Submittal conforms to the intent of the Contract Documents as to form and substance.
 - c. Contractor may proceed to perform Submittal-related Work provided all other related coordination and approvals have been obtained.
 - 3. "Not Approved" or "Revise and Resubmit" Noted: Contractor shall revise/correct or develop replacement and resubmit.

E. Incomplete Submission of Submittals:

1. At CM discretion, the CM will either:
 - a. Return the entire Submittal for Contractor's revision/correction and resubmission
 - b. Retain portions of the Submittal and request re-submission of specified items or as noted
2. Submittals which do not clearly bear the Contractor's specific written indication of Contractor review and approval of the Submittal or which are transmitted with an unsigned or uncertified submission form or as may otherwise be required under Contract Documents, will be returned to the Contractor un-reviewed for resubmission.
3. Delays, re-sequencing or other impact to Work resulting from the Contractor's submission of unchecked, un-reviewed, incomplete, inaccurate, erroneous, or nonconforming Submittals, which will require the Contractor's resubmission of a Submittal for the Construction Manager's review, shall not constitute a basis of claim for adjustment in Contract Price or Contract Time.

1.2 SAMPLES

- A. Quantity: Submit electronic information about samples in PDF format vis PMIS and provide physical samples in sufficient quantity and of size as directed by CM to enable examination by the CM to establish quality or equality. Samples will not be returned to the Contractor unless quantities are submitted in excess of the quantity required.
- B. Colors and Patterns: Unless the precise color and/or pattern is specifically described in the Contract Documents and whenever a choice of color or pattern is available in a specified product, submit a complete, current, and accurate set of color/pattern charts for review and selection of color/pattern by the CM.

1.3 ADMINISTRATIVE SUBMITTALS

- A. Description: Submittals required by Contract Documents that are not Shop Drawings, or Samples, or that do not reflect quality of product or method of construction. Administrative Submittals may include, but will not be limited to, those Submittals identified below.
- B. Safety Program: Submit the Safety Program as required in Article 3 prior to commencing any work on site.

C. Project Schedules:

1. Meet the requirements of Section 01 32 16, CONSTRUCTION PROGRESS SCHEDULE.

D. Submittal Schedule:

1. Provide Contractor's Submittal Schedule seven (7) calendar days prior to the Preconstruction Conference for review by the CM. Revise as required to support the Project Schedule and requirements of the Contract Documents. Include at a minimum:
 - a. Material products, Shop Drawings and Samples
 - b. Bonds, Insurance, Safety Program (including related training), Professional Qualifications, Schedule of Values, Certified Payrolls
 - c. Certificates of Inspection, Confined Space Permits, regulatory permits
 - d. Quality Assurance/Quality Control Procedures, reports and qualifications, and Test Reports
 - e. Operation and maintenance manuals
 - f. Record documents
 - g. Specifically required certificates, warranties, and service agreements
 - h. Identify items for which Contractor anticipates proposing substitute or "or approved equal" products or methods
 - i. Coordinate with the Project Schedule and prepare the Submittal Schedule to show for each clearly identified submittal, the following:
 - 1) Specifically requested and clearly identified review time for CM if shorter than 14 calendar days, with justification for request and critical dates review will be needed from CM.
 - 2) Estimated submittal submission dates shall be week, month, and year.
 - j. The Submittal Schedule shall support the Project Schedule and reflect the dates shown on the Project Schedule.
 - k. The CM will enter the approved Submittal Schedule and approved modifications into PMIS. Tracking of each submittal listed on the Submittal Schedule will be performed in PMIS. Contractor, CM and members of the

project team will have access to reports in PMIS that summarize real-time status of the Submittal Schedule.

2. Schedule of Values:

- a. Submit the Schedule of Values reflecting the portions of the contract price allocated to various portions of the Work seven (7) calendar days prior to the Preconstruction Conference.
- b. The CM will enter the approved Schedule of Values into PMIS and it will become the basis for reviewing Contractor Payment Applications.
- c. Include all of the major components making up the Work, coordinate with the Schedule of Payments, and provide, as a minimum, the following information:
 - 1) Organization of Work Items by Specification Section Reference. Include allocations for Mobilization, De-mobilization, Bonds, Insurance, O&M manuals and As-Built Drawings as applicable.
 - 2) For all major Work Items/Components:
 - a) Listing of Labor Value.
 - b) Listing of Material/Equipment/Deliverable Value
 - 3) Reflect all activities shown on the Project Schedule.
 - 4) Show all Subtotals and Totals as directed by the CM to support the Payment Application Form.

E. Submittals Required by Laws and Regulations and Governing Agencies:

1. Promptly submit notifications, reports, certifications, payrolls, and otherwise as may be required, directly to the applicable federal, state, or local governing agencies or authorized representative.
2. Transmit to CM one copy of correspondence and transmittals (to include enclosures and attachments) between Contractor and governing agencies.

1.4 SHOP DRAWINGS

- A. Description: All drawings, diagrams, and schedules; manufacturer product information in the form of shop drawings and product data; and other data or information required to illustrate the Work.

B. Foreign Manufacturers: When proposed, include following additional information:

1. Complete documentation of reasons for noncompliance with Buy American requirements.

1.5 QUALITY CONTROL SUBMITTALS

A. Certificates:

1. Manufacturer's Certificate of Compliance:

- a. Identity of the materials, quantity of the materials, conformance to specified requirements, and suitability of materials for intended use.
- b. When specified in individual Specification Sections or where products are specified to a recognized standard or code, submit prior to installation of product or material into the Work.
- c. When Contractor proposes to furnish an "or approved equal", submit with and in the quantity required for shop drawing submittals.
- d. CM may permit use of certain materials or assemblies prior to sampling and testing if accompanied by an acceptable certification of compliance.
- e. Signed by the product manufacturer certifying that the materials, manufacture, and product specified conforms to or exceed specified requirements and the intent for which the product will be used. Submit supporting reference data, affidavits, and certifications as appropriate.
- f. May reflect recent or previous test results on material or product, if acceptable to the CM.
- g. Submit required Certificates of Compliance to the Construction Manager.
- h. Materials incorporated in the Work without required certification shall either be removed from the Work or allowed to remain pending further investigation and testing by the Owner at the expense of the Contractor.

2. Certificates of Successful Testing or Inspection: Submit when testing or inspection is required by Laws and Regulations or governing agency or specified in the individual Specification Sections.

B. Statements of Qualification: Evidence of qualification, certification, or registration. As required in these Contract Documents, to verify qualifications of Professional Land Surveyors, Engineers, materials testing laboratories, specialty subcontractors, trades, specialists, consultants, installers, manufacturer service representatives, and other professionals.

- C. Written Test Reports of Each Shop Test and Inspection: As a minimum, include the following:
1. Date of the test and date report issued, Project title and number, testing laboratory name, address, and telephone number, and name and signature of laboratory inspector.
 2. Date and time of the sampling or inspection, including record of the temperature and weather conditions.
 3. Identification of the product and Specification Section, location of Sample, test or inspection in the Project, type of inspection or test with referenced standard or code, certified results of test.
 4. Compliance with the Contract Documents, or identify corrective action necessary to bring materials and equipment into compliance.
 5. Interpretation of the test results.
- D. Disposition of Quality Control Certificates: CM will review, stamp, and indicate requirements for resubmission or acceptance on the Submittal as follows:
1. Accepted:
 - a. Contractor may proceed to perform Submittal related Work provided all other related requirements are completed.
 - b. Two copies retained by the CM.
 - c. Acceptance will indicate that the Submittal conforms to intent of Contract Documents as to form and substance.
 - d. Remaining copies returned to the Contractor appropriately annotated.
 2. Not Approved:
 - a. Two copies retained in CM files.
 - b. Remaining copies returned to Contractor appropriately annotated.
 - c. Contractor shall revise/correct or develop replacement and resubmit.

1.6 CONTRACT CLOSEOUT SUBMITTALS

- A. Record and As Built Drawings: Submit in accordance with Section 01 78 39, CONTRACT CLOSEOUT AND EXECUTION REQUIREMENTS.

B. Disposition: Construction Manager will review, stamp, and indicate requirements for resubmission or acceptance on Submittal as follows:

1. Accepted:
 - a. Acceptance will indicate that Submittal conforms to intent of Contract Documents as to form and substance.
 - b. Two copies furnished to CM.
 - c. Remaining copies returned to Contractor appropriately annotated.
2. Not Approved:
 - a. Two copies retained in Construction Manager's file.
 - b. Remaining copies returned to Contractor appropriately annotated.
 - c. Contractor shall revise/correct or develop replacement and resubmit.

PART 2 – PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 PREPARATION

A. Submittals

1. Grouping: Whenever possible, schedule for and combine Submittals required for submission by Specification Section or Division into a single Submittal package. Also combine product data for like items into a single Submittal package.
2. Presentation: In detailed and scaled drawings with plan and sectional views adequate to depict sufficient detail to show type, size, arrangement, installation, and function of components, materials, and devices and compliance with the Contract Documents. Identify details by reference to sheet and detail, and schedule or other location identification numbers shown on the Drawings. Show relative location and incorporation with adjacent equipment.
3. Product Data: As a minimum;
 - a. Clearly mark each copy to identify pertinent products or models and show performance characteristics and capacities, details of construction, assembly details, dimensions and clearances required, weights, finishes, O&M data, wiring or piping diagrams and controls, instrumentation taps and mounts,

Bill of Materials, and external connections, anchorages, and supports required.

- b. Modify to delete information that is not applicable to the Work.
 - c. Supplement standard information to provide information specifically applicable to the Work.
- 4. Equipment and Component Titles: Identical to that shown on Drawings and in the Specifications.
 - 5. Partial submittals and submittals that fail to meet any of the contract requirements may be rejected. Any delays resulting from such rejection shall not be considered as cause for a Time Extension.
 - 6. Information shall be submitted on 8-1/2 inch by 11-inch sheets to the extent practicable. All drawings and plans shall be 22 inches by 34 inches in size (ANSI size "D").

B. Design Data:

- 1. Provide a Professional Engineer licensed in the Commonwealth of Pennsylvania and in the appropriate engineering discipline to perform design, oversee preparation of Shop Drawings, manufacturing, and installation, as appropriate, and to stamp and certify that Shop Drawings conform with design requirements and requirements of Laws and Regulations and governing agencies.
- 2. When specified, provide in English units Project specific information as required and as necessary to clearly show calculations, dimensions, logic and assumptions, and referenced standards and codes upon which design is based.

END OF SECTION

SECTION 01 33 16
PROJECT MANAGEMENT INFO SYSTEM

PART 1 – GENERAL

1.1 SECTION INCLUDES

- A. Related Sections
- B. Contractor's Responsibilities
- C. User Access Limitations
- D. Data ownership
- E. Computer Requirements
- F. System Use Requirements
- G. Internet Connectivity
- H. Program Management Information System (PMIS) Downtime
- I. e-Builder®
- J. PMIS Use and Rollout
- K. Communications

1.2 RELATED SECTIONS

- A. Section 01 33 00, SUBMITTALS
- B. Section 01 32 16, CONSTRUCTION PROGRESS SCHEDULE

1.3 CONTRACTOR'S RESPONSIBILITIES

- A. The Owner has implemented a Program Management Information System (PMIS) for the electronic transmittal and storage for all construction documents. The system is owned and operated by the Owner and runs on the e-Builder® platform. The Contractor shall use PMIS to electronically submit all of the data and documents required by the Contract Documents (unless specified otherwise by Owner) to achieve the following:
 - 1. Facilitate exchanging information electronically
 - 2. Expedite the review process for submitted documents

3. Centralize Project information

- B. Project communications shall be submitted and processed using PMIS and shall be the primary communication tool for all document transfers between the Owner, Construction Manager, the Consulting Engineer, and the Contractor.
- C. All documents that are required in a hard copy format shall be provided in accordance with the Contract Documents.
 - 1. PMIS shall be used to track and expedite the processing of these items.
 - 2. The submitted documents accepted via PMIS shall not relieve the Contractor from their responsibility for any variation from the Contract Document's requirements.
 - 3. If a discrepancy exists between the electronic version and the paper documents, the electronic documents shall govern.

1.4 USER ACCESS LIMITATIONS

- A. Owner will establish, assign, and manage user access and access rights to the PMIS site.
- B. Access to PMIS shall be provided to allow for submitting and processing documents including, but not limited to, letters, shop drawings, submittals, meeting minutes, daily reports, drawings, Specifications, memoranda, payment requisitions, change order requests, testing reports, warranties, guarantees, and correspondence. Requests for Information (RFIs) shall be directly entered into PMIS and generated by the application unless specified otherwise.
- C. Subcontractors and suppliers shall not have direct access to PMIS unless specified or approved otherwise by the Owner. Entering information to be exchanged and transferred between the Contractor and subcontractors and suppliers is the Contractor's responsibility.

1.5 DATA OWNERSHIP

- A. All data entered into PMIS shall be ALCOSAN's sole property.

1.6 COMPUTER REQUIREMENTS

- A. PMIS is accessed via the internet through a web browser using Java run-time plug-in technologies. Provide computer hardware and software that meets the PMIS system requirements. The Program staff shall not operate, install, or troubleshoot any of the Contractor's hardware or software. The Contractor is solely responsible for their system's functionality.
- B. Should the PMIS version be upgraded during the Contract time, the Contractor may not be required to upgrade their system(s) to meet the upgraded application's

requirements unless the Contractor cannot access PMIS. Upgrading the Contractor's computer systems is not be justification for a time and/or cost modification to the Contract.

- C. The Owner accepts no liabilities arising from the Contractor using PMIS.

1.7 SYSTEM USE REQUIREMENTS

- A. The Contractor is responsible for the validity of the information placed in PMIS and their personnel's ability to use the application.
- B. An overview of the setup and submittal processes associated with PMIS will be presented to the Contractor. The Contractor is responsible for training their personnel in the use of PMIS.
- C. All costs associated with using the PMIS system shall be evenly distributed in the Project overheads; no separate added cost will be allowed.
- D. The Contractor shall notify the CM immediately about any users who no longer require PMIS access. Their user account will be deactivated.
- E. The Contractor shall protect the PMIS system's security by limiting access to authorized users only and not allowing them to share usernames and passwords.
- F. The Contractor shall comply with the applicable laws and regulations regarding the electronic transmission of documents requiring the stamps or signatures of professional architects, professional engineers, geologists, and surveyors including any provisions to provide of hard copies of such documents as appropriate.
- G. The Contractor, their representatives, users, sub-consultants, and subcontractors shall not enter, attach, or store sensitive personal information such as Social Security numbers in PMIS.
- H. Project Communications requiring an authorized person's signature shall use either of the following:
 - 1. An approved image of the official signature to be affixed to the document with the original signed hard copy/paper document to be provided as well.
 - 2. An electronic copy or electronic image of a fully executed document containing the required signatures with the original signed hard copy/paper document to be provided as well.

1.8 INTERNET CONNECTIVITY

- A. PMIS is a web-based environment subject to the Contractor's internet service provider's speed and connectivity issues. The Contractor is responsible for their own connectivity to the internet. PMIS' response time depends on the user's equipment

including processor speed, network interface equipment, internet service provider access speed, etc., and current traffic on the internet.

- B. The Owner is not liable for any delays associated with the usage of PMIS including, but not limited to, slow response time, down time periods, connectivity problems, or information loss on the Contractor's equipment.
- C. Using PMIS is not grounds for time extensions or cost adjustments to the Contract.
- D. The Contractor will have access to PMIS, and PMIS will be operational on the Notice to Proceed date.

1.9 PMIS DOWN TIME

- A. If the PMIS system is temporarily unavailable, continue with Project Communications using an alternate secure means (e-mail) or hard copies to transmit and receive Project communications.
- B. Maintain records for all Project communications during the PMIS down time and upload the records to PMIS when it is operational.
- C. Notify the CM by telephone and/or e-mail when PMIS is not functional.

PART 2 – PRODUCTS

2.1 E-BUILDER®

- A. Web-based electronic information management application as operated by the Owner.

PART 3 – EXECUTION

3.1 PMIS USE AND ROLLOUT

- A. Meet with the CM within 10 days after the Contract is awarded to discuss the Contractor's use of PMIS.
- B. Prior to providing access to PMIS, a system overview will be held. The overview will include:
 - 1. User access requirements, information (name, position, e-mail address, and phone number)
 - 2. PMIS site location (URL) and log-on process
 - 3. Navigation through PMIS
 - 4. Uploading documents instructions

5. Submittal review process
6. RFI review process
7. Correspondence requirements

3.2 COMMUNICATIONS

- A. All official documents attached to PMIS shall be in one complete PDF electronic file. These official PDF document files shall include duly executed signatures as required by the Contract. Supporting source document files may also be attached when required.
- B. The date that the Contractor enters a document into PMIS shall be recorded as the date received with the following exceptions:
 1. All Project communications submitted through PMIS after 3:30 p.m., local time, Monday through Friday, shall be acknowledged no earlier than the following regular business day.
 2. For Project communications purposes, business days and hours are defined as Monday through Friday, 8:00 a.m. to 3:30 p.m., local time, excluding Owner and government holidays.

END OF SECTION

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SECTION 01 42 19 ABBREVIATIONS

PART 1 – GENERAL

1.1 REFERENCE TO STANDARDS AND SPECIFICATIONS OF TECHNICAL SOCIETIES

- A. Reference to standards and specifications of technical societies and reporting and resolving discrepancies associated therewith are provided in Article 3 and as may otherwise be required herein and in the individual specification sections.
- B. Work specified by reference to the published standard or specification of a government agency, technical association, trade association, professional society or institute, testing agency, or other organization shall meet the requirements or surpass the minimum standards of quality for materials and workmanship established by the designated standard or specification. Where Work is specified in accordance with a standard, the most current standard at the time of Bid applies; when Work is in accordance with a regulatory code, the code in effect (not necessarily the most recently published) applies.
- C. Where so specified, products or workmanship shall also meet or exceed the additional prescriptive or performance requirements included within the Contract Documents to establish a higher or more stringent standard of quality than that required by the referenced standard.
- D. Where two or more standards are specified to establish quality, the product and workmanship shall meet or exceed the requirements of the most stringent as determined by the Consulting Engineer.
- E. Where both a standard and a brand name are specified for a product in the Contract Documents, the proprietary product named shall meet or exceed the requirements of the specified reference standard.
- F. Copies of standards and specifications of technical societies:
 - 1. Copies of applicable referenced standards are not bound in these Contract Documents.
 - 2. Where copies of standards are needed by the Contractor, obtain a copy or copies directly from the publication source and maintain in an orderly manner at the site as Work site records, available to the Contractor's personnel, Subcontractors, Owner, CM and Consulting Engineer.

1.2 ABBREVIATIONS

- A. Abbreviations for trade organizations and government agencies: Following is a list of construction industry organizations and government agencies to which references may be made in the Contract Documents, with abbreviations used.

1. AA Aluminum Association
2. AABC Associated Air Balance Council
3. AAMA American Architectural Manufacturers Association\
4. AASHTO American Association of State Highway and Transportation Officials
5. ACI American Concrete Institute
6. AFBMA Anti-Friction Bearing Manufacturers' Association
7. AGA American Gas Association
8. AGMA American Gear Manufacturers' Association
9. AI Asphalt Institute
10. AISC American Institute of Steel Construction
11. AISI American Iron and Steel Institute
12. AITC American Institute of Timber Construction
13. ALS American Lumber Standards
14. AMA Acoustical Materials Association
15. AMCA Air Movement and Control Association
16. ANSI American National Standards Institute
17. APA American Plywood Association
18. API American Petroleum Institute
19. APWA American Public Works Association
20. AREA American Railway Engineering Association
21. ARI Air Conditioning and Refrigeration Institute

22. ASA	American Standards Association
23. ASAE	American Society of Agricultural Engineers
24. ASCE	American Society of Civil Engineers
25. ASHRAE	American Society of Heating, Refrigerating and Air-Conditioning Engineers, Inc.
26. ASME	American Society of Mechanical Engineers
27. ASTM	American Society for Testing and Materials
28. AWI	Architectural Woodwork Institute
29. AWWA	American Water Works Association
30. AWPB	American Wood Preservers Bureau
31. AWPI	American Wood Preservers' Institute
32. AWS	American Welding Society
33. AWWA	American Water Works Association
34. BHMA	Builders Hardware Manufacturers' Association
35. BOCA	Building Officials and Code Administrators
36. CBMA	Certified Ballast Manufacturers' Association
37. CDA	Copper Development Association
38. CGA	Compressed Gas Association
39. CIPRI	Cast Iron Pipe Research Institute
40. CISPI	Cast Iron Soil Pipe Institute
41. CMAA	Crane Manufacturers' Association of America
42. CRSI	Concrete Reinforcing Steel Institute
43. CS	Commercial Standard
44. CSA	Canadian Standards Association
45. CSI	Construction Specifications Institute
46. CTSS	Caltrans Standard Specification

47. EJCDC	Engineers Joint Contract Documents' Committee
48. ETL	Engineering Test Laboratories
49. FCC	Federal Communications Commission
50. FEMA	Federal Emergency Management Agency
51. FGMA	Flat Glass Marketing Association
52. FM	Factory Mutual
53. Fed. Spec.	Federal Specifications
54. FS	Federal Specification
55. GA	Gypsum Association
56. HI	Hydraulic Institute
57. HMI	Hoist Manufacturers' Institute
58. ICBO	International Conference of Building Officials
59. ICEA	Insulated Cable Engineers' Association
60. IEEE	Institute of Electrical and Electronics Engineers, Inc.
61. IES	Illuminating Engineering Society
62. IFI	Industrial Fasteners Institute
63. ISA	Instrument Society of America
64. ISO	Insurance Service Office
65. JIC	Joint Industry Conferences of Hydraulic Manufacturers
66. MIA	Marble Institute of America
67. Mil. Sp.	Military Specification or MIL
68. MS	Military Specifications
69. NAAMM	National Association of Architectural Metal Manufacturers
70. NASSCO	National Association of Sewer Service Companies
71. NACE	National Association of Corrosion Engineers

72. NBHA	National Builders' Hardware Association
73. NEC	National Electrical Code
74. NECA	National Electrical Contractors' Association
75. NEMA	National Electrical Manufacturers' Association
76. NESC	National Electric Safety Code
77. NFPA	National Fire Protection Association
78. NHLA	National Hardwood Lumber Association
79. NHPMA	Northern Hardwood and Pine Manufacturer's Association
80. NLA	National Lime Association
81. NLMA	National Lumber Manufacturers' Association
82. NRCA	National Roofing Contractors Association
83. NSF	National Sanitation Foundation Testing Laboratory
84. NSPE	National Society of Professional Engineers
85. NTMA	National Terrazzo and Mosaic Association
86. NWWDA	National Wood Window and Door Association
87. OECI	Overhead Electrical Crane Institute
88. OSHA	Occupational Safety and Health Act (both Federal and State)
89. PCI	Prestressed Concrete Institute
90. PEI	Porcelain Enamel Institute
91. PPI	Plastic Pipe Institute
92. PS	Product Standards Section, U.S. Department of Commerce
93. RMA	Rubber Manufacturers' Association
94. SAE	Society of Automotive Engineers
95. SCPRF	Structural Clay Products Research Foundation
96. SDI	Steel Deck Institute

97. SDI	Steel Door Institute
98. SIGMA	Sealed Insulating Glass Manufacturing Association
99. SJI	Steel Joist Institute
100.SMACNA	Sheet Metal and Air Conditioning Contractors National Association
101.SPI	Society of the Plastics Industry
102.SSPC	Steel Structures Painting Council
103.SWI	Steel Window Institute
104.TEMA	Tubular Exchanger Manufacturers' Association
105.TCA	Tile Council of America
106.UBC	Uniform Building Code
107.UFC	Uniform Fire Code
108.UL	Underwriters Laboratories Inc.
109.UMC	Uniform Mechanical Code
110.US	U.S. Bureau of Standards
111.USB	Bureau of Reclamation
112.WCLIB	West Coast Lumber Inspection Bureau
113.WWPA	Western Wood Products Association

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION

SECTION 01 50 00
CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

PART 1 – GENERAL

1.1 SUBMITTALS

- A. Administrative Submittals: Copies of permits and approvals for building and site demolition, construction staging, maintenance and protection of traffic, work within the right of way, hazardous materials disposal, utility terminations, and construction as required by Laws and Regulations, the Contract Documents, and governing agencies.

1.2 MOBILIZATION

- A. Available staging areas are designated on the plans. Obtain additional staging areas and associated permits, and agreements with property owners for staging of equipment, materials, and parking if needed.
- B. Coordinate individual mobilization activities within this contract package. Mobilization includes, but is not limited to, these principal items:
 - 1. Obtain required permits, obtain approval of submittals and conduct property owner coordination for access prior to mobilization.
 - 2. Move plant and equipment required for operations onto site (documenting existing conditions prior to arrival).
 - 3. Install temporary toilet and hand washing facilities.
 - 4. Provide on-site communication facilities.
 - 5. Arrange for and erect work and storage yard.
 - 6. Post OSHA required notices and establish safety programs and procedures.
 - 7. Have the Contractors' project manager and/or superintendent at the site full time during the period when work in the individual Contract is proceeding.
 - 8. Install erosion and sedimentation controls.
 - 9. Conduct site surveys documenting existing conditions.
 - 10. Provide temporary utilities as required for Contractor operations.

1.3 CONTRACTOR'S USE OF PREMISES

- A. For lands that are not furnished by the Owner for the Contractor to perform the Work associated with this project, the Contractor is responsible to document coordination and approval of the property owner(s) and governing municipality prior to mobilization.
 - 1. Provide documentation of property owner approval for coordinated use of the premises to the CM. Properties on which Contract work takes place will be temporarily transferred to the responsibility of the Contractor. The Contractor is responsible for all site activities.
 - 2. Contractor is responsible for providing suitable access for the CM, Consulting Engineer and Owner and suitable access for equipment and other construction vehicles necessary for the performance of work.

1.4 PERMITS

- A. Permits, Licenses, or Approvals: Obtain (and retain onsite) permits, licenses, inspections and approvals necessary for the completion of the work, including but not limited to:
 - 1. Borough of McKees Rocks required building demolition permits and associated zoning approvals.
 - 2. Borough of McKees Rocks permits for activities that affect city rights-of-way, including maintenance and protection of traffic, temporary obstruction and encroachment, street openings, etc.
 - 3. Borough of McKees Rocks permits for sewer tap terminations and sewer lining.
 - 4. West View Water Authority permits for hydrant use and water service terminations.
 - 5. Private Property Owner Access per ALCOSAN Easement or other Construction Access Agreement.
- B. Obtain all applicable permits required from city, county, state and federal regulators.
- C. The CM will coordinate obtaining Owner signatures on permit applications when required.

1.5 PROTECTION OF WORK AND PROPERTY

- A. Comply with health, safety and environmental protection regulations while on Owner's property.

- B. Advise the CM of all accidents that involve personal injury, damage to the Owner's facilities or damage to other public or private property, as well as any claims related to any accident.
 - 1. Submit a copy of employer's report of Occupational Injury or Disease to the CM within 24 hours after any accident.
 - 2. Report property damage and/or damage to the Owner's property resulting from, but not limited to, theft or vandalism, to the CM and the Owner's security department within 24 hours after any incident.
 - 3. Report property damage and/or damage to other public or private property to the CM within 24 hours after any incident.
- C. Use of Explosives: No blasting or use of explosives is permitted on the site.

1.6 VEHICULAR TRAFFIC (Not used.)

1.7 CONSIDERATION OF EMPLOYEE HYGIENE

- A. Take all precautions required for compliance with all applicable regulatory requirements and as necessary to provide an appropriate hygiene program for employees.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION

3.1 RESPONSIBILITIES

- A. Provide temporary facilities and controls at the site or sites of the Work until the contract Work is complete.
- B. Remove temporary facilities and controls and restore affected areas when the temporary facilities and controls are no longer needed or required by the Contract time.

3.2 TEMPORARY UTILITIES

- A. Obtain and pay for the installation of temporary utilities.
- B. Electrical Energy:
 - 1. Provide and pay for electrical power required for operations including temporary wiring, switches, and connections to the utility source and consumption costs.

2. Contractor may provide portable electrical generating equipment for electrical requirements.

C. Lighting:

1. Provide sufficient electric lighting when there is not sufficient daylight and in accordance with OSHA guidelines.

D. Heating, Cooling, and Ventilating:

1. Provide as required to maintain adequate environmental conditions to facilitate progress of the Work and to protect labor, materials and equipment from illness or damage due to temperature or humidity.
2. Pay all costs of installation, maintenance, operation, removal, and fuel consumed for heating, cooling and ventilation.

E. Water: Water for construction purposes may be obtained from the existing water system with a permit issued by the West View Water Authority. Provide temporary equipment and piping required to bring water to the point of use and remove when no longer required. Pay hydrant permit and consumption fees for water used in the Work.

F. Sanitary and Personnel Facilities:

1. Provide and maintain sanitary facilities within the project limits for the use of contractor and subcontractor employees until demobilization and Contract completion. Supply and maintain temporary sanitary facilities in sufficient number at a frequency that complies with OSHA regulations.
2. Supply sanitary facilities prior to or concurrent with site mobilization. No site work is permitted without adequate sanitary facilities on site.
3. Provide and implement an appropriate hygiene program for employees, including facility cleaning and maintenance services.
4. Use of Owner's existing facilities and properties by construction personnel is not permitted.

G. Owner utilities are not available for this project.

3.3 PROTECTION OF WORK AND PROPERTY

A. General:

1. Perform Work within contract limits in a systematic manner that minimizes inconvenience to surrounding property owners and the traveling public.

2. Where completion of Work will affect an existing utility, coordinate all activities with the applicable utility provider and the CM and perform all work to the satisfaction of the applicable utility provider and the CM.
 3. Protect, shore, brace, support, and maintain underground pipes, conduits, drains, and other underground utility construction uncovered or otherwise affected by demolition and construction operations.
 4. Keep fire hydrants and water valves free from obstruction and available for use at all times.
 5. Protect adjacent existing buildings and structures including roadways, sidewalks, retaining walls, signage, and building foundations in areas near Contractor operations.
 6. Notify the CM when a utility may be affected by demolition or construction operations at least 2 days in advance. Obtain utility company and CM approval before exposing a utility. Notify the utility provider and the CM immediately if utility service is interrupted due to the Contractor operations. Cooperate in restoring service as promptly as possible and pay costs incurred by the utility, the CM and the Owner.
 7. Do not impair operation of existing sewer systems. Prevent construction material, pavement, concrete, earth, volatile and corrosive wastes, and other debris from entering sewers and sewer structures. Maintain original site drainage wherever possible.
 8. Keep ditches, culverts, and natural drainage continuously free of construction materials and debris.
 9. Contractor is responsible for complying with PA One Call Legislation. In addition, notify CM personnel 24 hours in advance of any excavation on the property. Stake limits of excavation prior to notifying the CM.
- B. Existing Structures: Obtain approval of the CM before removing pavements or structures that interfere with Contractor operations. Replace those removed in a condition equal to or better than original.

3.4 TEMPORARY CONTROLS

A. Air Pollution Control:

1. Minimize air pollution from construction operations.

2. Burning of waste materials, rubbish, or other debris is not permitted on or adjacent to the site.
 3. Conduct operations of transporting and handling rock, debris and other materials to cause a minimum of dust. Perform dust-preventive treatment on unpaved streets, roads, detours, and haul roads used in the construction area as needed. Adhere to applicable environmental regulations for dust prevention.
- B. Noise Control: Provide acoustical barriers so noise from tools or equipment will neither exceed legal noise levels nor interfere with adjacent property owner's operations.
- C. Water Pollution Control:
1. Divert sewage waste flow interfering with construction and requiring diversion to combined sewers. Do not cause or permit action to occur which would cause an overflow to an existing waterway. Develop and implement a bypass pumping or maintenance of flow plan. Pay all fines arising from any sewage discharges and/or any violations of the Consent Decree. Contractor is also responsible for any delays, losses of productivity, or any costs to the Owner associated with the same.
 2. Prior to commencing excavation and construction, obtain CM approval of detailed plans showing procedures intended to handle and dispose of sewage, groundwater, and storm water flow, including dewatering pump discharges.
 3. Comply with procedures outlined in Allegheny County Conservation District regarding erosion and sedimentation control.
 4. Do not dispose of volatile or hazardous wastes into storm or sanitary drains. Disposal of wastes into streams or waterways is prohibited. Provide acceptable containers for collection and disposal of waste materials, debris, and rubbish.
- D. Erosion, Sediment, and Flood Control: Provide, maintain, and operate temporary facilities to control erosion and sediment releases, and to protect Work and existing facilities from flooding during construction period.

3.5 STORAGE YARDS AND BUILDINGS

- A. Temporary Storage Yard and Staging: Construct and maintain the construction staging area as required. Perform site grading and demolition required to properly install the staging area. Restore the staging area to its original condition at the completion of Work. Location is subject to change to accommodate the property owner's operations.

- B. Temporary Storage Trailers: Trailers may be utilized for temporary storage, subject to property owner and CM approval.
- C. The Contractor's use of the premises is limited to approved staging areas with the Limits of Contractor Access shown on the drawings. If storage or additional staging area is required, arrange and pay for accommodations remote to the project site.

3.6 VEHICULAR TRAFFIC

- A. Comply with laws and regulations regarding closing or restricting the use of public streets. Do not close public or private roads or travel lanes without obtaining permits required by the regulatory agency. Minimize obstructions to traffic and normal commercial pursuits.
- B. Conduct Work to interfere as little as possible with public travel, whether vehicular or pedestrian.
 - 1. Whenever it is necessary to cross, close, or obstruct roads, driveways, and walks, whether public or private, provide and maintain suitable and safe bridges, detours, or other temporary expedients for accommodation of public and private travel.
 - 2. Road Closures: Maintain satisfactory means for public access in accordance with applicable permit requirements.
 - 3. Do not block more than one-half the road at a time. Whenever possible, widen the shoulder on the opposite side to facilitate traffic flow. Provide temporary surfacing on shoulders as necessary.
- C. Maintain the top of backfilled trenches before they are paved to allow normal vehicular traffic to pass over and provide temporary access driveways where required. Cleanup operations shall follow immediately behind backfilling.
- D. Provide flaggers and guards required by permits and regulations and when necessary for safety by the permitting authority. Furnish approved safety apparel and all applicable regulation traffic control devices.
- E. Provide snow removal within work limits.
- F. Coordinate traffic routing with that of others working in the same or adjacent areas.

3.7 CLEANING DURING CONSTRUCTION

- A. General:
 - 1. Moisten exterior surfaces prior to sweeping to prevent blowing dust and debris. Pick up and dispose of debris.

2. Provide approved containers for collection and disposal of waste materials, debris, and rubbish. At least at weekly intervals, dispose of such waste materials, debris, and rubbish offsite.
3. Brush sweep the adjacent driveways and roadways, and all other streets and walkways affected by Work and where adjacent to Work.

END OF SECTION

SECTION 01 55 26
TRAFFIC MAINTENANCE

PART 1 – GENERAL

1.1 GENERAL

- A. Provide for maintenance and protection of vehicular and pedestrian traffic on each project street and adjacent walkways.
- B. Furnish, place, erect, maintain and remove traffic control devices in accordance with PennDOT Publication 213, Temporary Traffic Control Guidelines; PennDOT Publication 236, Handbook of Approved Signs; FHWA Manual on Uniform Traffic Control Devices (MUTCD).
- C. Prepare and submit the proposed maintenance and protection of traffic plan to the CM for review and approval fourteen (14) calendar days prior to the start of construction. Include the schedule/sequence of construction, signing, control devices, staging areas, traffic patterns, and detour routes (if any). Provide a copy of the approved traffic control permit issued by the Borough of McKees Rocks. Construction activity may not start until the maintenance and protection of traffic plan and permit are approved and implemented.
- D. Contractor personnel assigned flagging duties shall be properly attired, equipped, and trained. Flag persons will not be used for any construction-related work.
- E. Barriers, minimum 4 feet high, will be used to protect all pedestrians from excavated areas. Steel posts will be spaced at a maximum of 5-foot intervals.
- F. Whenever normal pedestrian pathways, street crossings, etc., are disrupted, establish alternate pathways/crossings, protecting pedestrians with appropriate signs, markings, and other devices.
- G. During non-working hours, cover all excavations in vehicle traffic areas with sound, un-warped steel plates capable of supporting truck/vehicle loads. Properly bed, recess and anchor the plates to prevent shifting, banging, etc.
- H. The following general requirements pertain to this project:
 - 1. Coordinate this work with Borough of McKees Rocks and local property owners, businesses and corporations, as applicable, to minimize inconvenience and to avoid delays in construction.
 - 2. Maintain traffic patterns as directed.
 - 3. Maintain access for emergency vehicles at all times.

4. Backfill daily to traffic-worthy conditions all excavations on roadways during non-working hours.
5. Cover or remove regulatory and warning signs which are not needed during non-working hours.
6. Install pedestrian barricades to block off access to open excavations and active demolition areas. Install signage to restrict pedestrian access in the areas of demolition and construction.
7. Locate materials and equipment on-site to not interfere with the normal movement of traffic.
8. Temporary public parking restrictions must be approved by Borough of McKees Rocks.

1.2 COMPLETION OF WORK

- A. Remove temporary traffic control signs and devices after completion the work.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01 68 00
EROSION AND SEDIMENTATION CONTROL

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

- A. Comply with the requirements and recommendations of the Erosion and Sediment Pollution Control Program Manual as published by the PA Department of Environmental Protection.
- B. Comply with notes, details and material specifications on the drawings related to erosion and sedimentation control procedures for installation and maintenance of controls.
- C. Construct and maintain temporary and permanent control and restoration measures during the life of the Contract to control water pollution, sedimentation and erosion and environmental protection.
- D. Do not dump excavated material or waste materials into streams and areas where it may wash or slide into a stream or river, operate equipment in a stream or river bed, pump sediment laden water from trench dewatering or other excavations into a stream or storm sewer.
- E. Minimize the area and duration of exposure of readily erodible soils.
- F. Minimize the rate of runoff from the construction site.
- G. Trap sediment resulting from construction through the use of compost filter sock and inlet protection.
- H. Protect the soils by use of temporary vegetation, seeding and mulching, and by accelerating the establishment of permanent vegetation. Protect surface areas disturbed by demolition activities immediately.
- I. Sodding and/or hydroseeding are recommended (unless specifically noted on the Contract Drawings) to rapidly establish a suitable ground cover.
- J. Trenching shall be backfilled and/or covered at the end of each work day.
- K. The Contractor is responsible to pay any fines levied due to stream pollution during construction from the area of work of this contract.

PART 2 – PRODUCTS

2.1 POLLUTION, SEDIMENTATION AND EROSION CONTROL MEASURES

- A. Mulches may be straw, fiber mats, netting, wood cellulose, wood chips, or other suitable material acceptable to ACCD, and the CM and shall reasonably clean and free of noxious weeds and deleterious materials.
- B. Netting and erosion control blanket: PennDOT Publication 408, Section 806, Table B.
- C. Temporary seed and fertilizer are specified on the drawings.
- D. Other material shall conform to that specified by the PA DEP, ACCD and approved by the CM.

PART 3 – EXECUTION

3.1 PRECONSTRUCTION ACTIVITIES

- A. At the preconstruction conference or not less than fourteen (14) calendar days prior to the start of construction, submit:
 - 1. A schedule for necessary permit applications, and installation of temporary and permanent pollution and erosion control and environmental protection and restoration work.
- B. No work shall be started until schedules and methods of operations have been approved by the CM.

3.2 GENERAL PROCEDURES

- A. Limit the area of erodible earth exposed and provide immediate permanent or temporary pollution control and environmental protection measures to prevent erosion and sedimentation.
- B. Incorporate temporary and permanent pollution control and environmental protection features into the construction at the earliest practicable time. Correct unforeseen conditions that develop during construction.
- C. Clearing and Grubbing: Seed disturbed areas immediately after soil is exposed.
- D. Protect trees not approved for cutting against damage by methods approved by the CM.
- E. Access Road Construction- Stabilize soils to prevent erosion.
- F. Material storage – Store materials at approved locations.

- G. Excavation - When excavated material is stockpiled next to an open excavation, place the material upslope of the excavation. Side slopes of stockpiled material shall conform to the natural angle of repose of the soil. Promptly remove excess material and stabilize the work area.
- H. General - Trash receptacles are required on the job site. Perform preliminary cleanup operations as each work site is completed.
- I. Spills - Ground spills of oil or other petroleum products drained from equipment are strictly prohibited. Provide leakproof containers for receiving drained oil and properly dispose of petroleum products away from the job site.

3.3 ACCEPTANCE

- A. Final inspection and acceptance of cleanup, site restoration and pollution control measure areas will be made by the CM, private property owners (if applicable), and/or other authorities having jurisdiction.

END OF SECTION

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SECTION 01 78 39
CONTRACT CLOSEOUT & EXECUTION REQUIREMENTS

PART 1 - GENERAL

1.1 SUBMITTALS

- A. Contract Closeout Submittals: Submit as required under Article 3 prior to a request for Certificate for Substantial Completion or Final Acceptance.

1.2 RECORD DOCUMENTS

- A. Quality Assurance:
1. Furnish qualified and experienced person, whose duty and responsibility shall be to maintain all contract as-built documents.
 2. Accuracy of Records:
 - a. Coordinate changes within all contract as-built documents, making legible and accurate entries on each page of Specifications, each sheet of the Drawings, and all other contract documents where such entry is required to show change.
 - b. Purpose of as-built documents is to document factual information regarding aspects of Work, both concealed and visible, to enable future modification of Work to proceed without lengthy and expensive site measurement, investigation, and examination.
 3. Record information concurrently with construction progress and within 24 hours after receipt of information that change has occurred.
 4. Do not cover or conceal Work until required information is recorded.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION

3.1 MAINTENANCE OF AS-BUILT DOCUMENTS

- A. As-Built: Drawings and Technical Specifications
1. Delete Design Consultant title block and seal from all documents.

2. Label or stamp each as-built document with title, "AS-BUILT DOCUMENTS", in neat large, printed letters.
 3. Record information concurrently with construction progress and within 24 hours after receipt of information that change has occurred. Do not cover or conceal Work until required information is recorded.
- B. Record Drawings: All final drawings shall be submitted with a label or stamp "RECORD DRAWINGS" in neat large letters.
1. Procedure
 - a. Make all corrections and add full information on the drawings of the site utility locations and furnish to the Owner through the Construction Manager.
 - b. Submit four (4) sets of Record Drawings/Certified Vendor Drawings.
 - c. Mark drawings "Record Drawings" and all changes made and notes added shall be clearly indicated and keyed to a legend of revisions made to the Drawings.

END OF SECTION

**SECTION 02 41 16
STRUCTURE DEMOLITION**

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

- A. Provide all permits, labor, materials, equipment, tools, machinery, apparatus, scaffolding, transportation, disposal and other facilities and services necessary for the removal, recycling, and proper disposal, off-site, of the demolition, construction, and abatement materials.
1. Existing structures are located at the following addresses in the Borough of McKees Rocks, Pennsylvania:
 - a. 324 Ella Street
 - b. 326 Ella Street
 - c. 328 Ella Street
 - d. 330 Ella Street
 - e. 323 Shingiss Street
 - f. 325 Shingiss Street
 - g. 327 Shingiss Street
 - h. 329 Shingiss Street
 - i. 401 Shingiss Street
 - j. 330 Hamilton Street
 - k. 332 Hamilton Street
 2. Do not disturb areas outside of the demolition boundaries unless necessary to terminate underground utilities.
 3. Furnish and install erosion and sedimentation control devices.
 4. Demolish and completely remove all above-ground structures, furnishings, equipment and appliances, interior contents, concrete and brick sidewalks and steps, ramps, stairs, fences, light fixtures, concrete pads, walls, play equipment, pool equipment, HVAC units, trees, stumps and shrubs, and other items within the demolition boundaries.

5. Demolish and remove below-grade foundation walls to an elevation of one foot below finished grade elevation.
 6. Terminate all utilities.
 7. Protect sidewalks, streets, buildings, utilities and other structures surrounding the demolition boundaries. Repair any damage caused during work and restore to conditions existing or better than prior to beginning work.
 8. Once the demolition work is started, the work shall be continued to completion promptly and expeditiously.
 9. Furnish and install temporary retaining wall and other stabilization measures on Parcel No. 74-M-28.
- B. Demolition by implosion or blasting is not permitted.
- C. The Contractor may complete the demolition of the building interior, abatement of asbestos and lead, plumbing and utility disconnects and removal of interior materials, appliances and debris within multiple structures concurrently. However, the Contractor shall not be allowed to commence the demolition of the building exterior (structural) on more than two buildings at a time. The Contractor shall not be allowed to begin demolition of a third and subsequent building structure until the initial two buildings have been demolished, debris removed, basement slabs cracked, and foundations backfilled with PennDOT Type 2A aggregate unless otherwise directed to advance to another location in writing by the Owner.

1.2 BUILDING INFORMATION

- A. 324 Ella Street (Parcel ID No. 74-R-214)
1. This parcel contains a two-story single-family residential structure with a brick/tile exterior finish, roll roofing, and built circa 1935. There are two fully finished floor levels and a full basement.
 2. See Sheet O06A-DM-318 and O06A-DM-319 of the contract plans for a photo record of the structure and Sheet 000-DM-102 for status of the applicable utility meters for this parcel.
 3. Key observations during a pre-demolition walkthrough on 4/24/24:
 - a. Roof is leaking with a partial drywall ceiling collapse. The appearance of black mold identified on the backside of the drywall.
 - b. Hardwood flooring present, ceramic tile on kitchen and bathroom floors. Ceramic tile tub and wainscot in bathrooms.

- c. Access to the basement is via a Bilco hatch. Existing trench drain exists at the base of the steps to the basement.
 - d. Floor drains are present in the basement.
 - e. Existing concrete slabs are present to the rear of the parcel.
4. Utilities (as of 4/24/24):
- a. Overhead electrical service to the building has been cut, meter and meter socket have been removed. Electrical panel exists in the basement.
 - b. Natural gas meter has been removed. Gas water heater and gas furnace with condensate pump located in the basement.
 - c. Telecommunications service has been disconnected.
 - d. Water service (copper line into the structure) exists on the northwestern side of the structure and taps into the West View Water Authority's water main in Ella Street. The older galvanized or lead line is capped and PEX pipe is feeding fixtures within the building.
 - e. Sewer service exists on the northwestern side of the structure and taps into the Borough of McKees Rocks sewer main in Ella Street.

B. 326 Ella Street (Parcel ID No. 74-R-213)

- 1. This parcel contains a two-story multi-family residential structure with a masonry exterior finish, roll roofing and built circa 1920. There are two fully finished floor levels and a full basement.
- 2. See Sheet O06A-DM-316 and O06A-DM-317 of the contract plans for a photo record of the structure and Sheet 000-DM-102 for status of the applicable utility meters for this parcel.
- 3. Key observations during a pre-demolition walkthrough on 4/24/24:
 - a. Front door porch slab is non-existent with exposed ribbed metal decking only.
 - b. Structure is currently under renovation with interior steel stud framing only. No interior wall finishes have been installed. Rough plumbing and ductwork have been installed.
 - c. Basement concrete slab with brick sub-slab is partially demolished. Existing construction debris is present in the basement.
- 4. Utilities (as of 4/24/24):

- a. Overhead electrical service to the building has been cut at weatherhead. Master electrical meter with four sub-meters and disconnects are present. New electrical rough-in exists in structure.
- b. Four separate gas service lines run into the basement. Four gas meters have been removed with no visible curb box. Sidewalk has been removed in the location of the services and the trench was temporarily covered with plywood.
- c. Overhead telecommunications service has been cut adjacent to the electrical weatherhead.
- d. Water service exists on the northwestern side of the structure and taps into the West View Water Authority's water main in Ella Street. PEX pipe appears to be feeding fixtures within the building.
- e. Sewer service exists on the northwestern side of the structure and taps into the Borough of McKees Rocks sewer main in Ella Street.

C. 328 Ella Street – Parcel ID No. 74-R-212

1. This parcel contains a two-story two-family residential structure with a brick exterior finish, built-up flat roof, and built circa 1910. There are two fully finished floor levels and a full basement.
2. See Sheet O06A-DM-314 and O06A-DM-315 of the contract plans for a photo record of the structure and Sheet 000-DM-102 for status of the applicable utility meters for this parcel.
3. Key observations during a pre-demolition walkthrough on 4/24/24:
 - a. Unit 1 description/contents:
 - 1) Hard coat plaster walls and ceiling.
 - 2) Cast iron radiators throughout.
 - 3) Abandoned couch and tables.
 - 4) Fireplace with wood/tile mantel.
 - 5) Ceiling plaster falling with exposed wood lath.
 - 6) Ceramic tile surround in shower. Fiberglass shower base.
 - 7) Porcelain toilet and sink.
 - b. Unit 2 description/contents:
 - 1) Hard coat plaster walls and ceiling.
 - 2) Cast iron radiators throughout.

- 3) Wood cabinetry with rangehood in kitchen.
 - 4) Range gas line present in kitchen. No appliances present.
 - 5) Abandoned table and chairs on rear deck.
 - 6) Ceiling plaster falling with wood lath exposed.
 - 7) Ceramic tile surround in shower. Fiberglass shower base.
 - 8) Porcelain toilet and sink.
- c. Two boilers and three hot water tanks are present in basement.
 - d. Abandoned furniture and clothing items are located throughout the structure.
4. Utilities (as of 4/24/24):
- a. Overhead electrical service to the building is still connected. Two electric meters are located in their respective meter sockets. Two electrical panels are present in the basement.
 - b. Two gas meters are present in the basement.
 - c. Overhead telecommunications service appears to still be connected.
 - d. Two water services exist on the northwestern side of the structure and tap into the West View Water Authority's water main in Ella Street. PEX pipe appears to be feeding fixtures within the building.
 - e. Sewer service exists on the northwestern side of the structure and taps into the Borough of McKees Rocks sewer main in Ella Street.
- D. 330 Ella Street – Parcel ID No. 74-R-211
1. This parcel contains a two-story single-family residential structure with a brick exterior finish, shingle roof, and built circa 1900. There are two fully finished floor levels, attic and a full basement. There is also an existing single story shed on the southern portion of the parcel.
 2. See Sheet O06A-DM-312 and O06A-DM-313 of the contract plans for a photo record of the structure and Sheet 000-DM-102 for status of the applicable utility meters for this parcel.
 3. Key observations during a pre-demolition walkthrough on 4/24/24:
 - a. Satellite dish present on roof.
 - b. Vine overgrowth on front porch, rear yard and on structure.

- c. Carpet and vinyl flooring throughout structure.
 - d. Hard coat plaster walls and suspended tile ceiling present.
 - e. Ceiling plaster falling with wood lath exposed.
 - f. Gas range in kitchen.
 - g. Wood wall and base cabinetry in kitchen.
 - h. Porcelain sink, toilet and tub with fiberglass surround present.
 - i. Gas forced air furnace and water heater in basement.
 - j. Fiberglass shower unit in basement.
 - k. Two boilers and three hot water tanks in basement.
 - l. Abandoned furniture and clothing items throughout the structure.
4. Utilities (as of 4/24/24):
- a. Overhead electrical service to the building has been cut. Exterior electric meter has been removed. Electrical panel is present in the basement.
 - b. One gas meter is present in the basement.
 - c. Overhead telecommunications service appears to still be connected.
 - d. Water service exists on the northwestern side of the structure and taps into the West View Water Authority's water main in Ella Street.
 - e. Sewer service exists on the northwestern side of the structure and taps into the Borough of McKees Rocks sewer main in Ella Street.

E. 323 Shingiss Street – Parcel ID Nos. 74-R-205, 74-R-206 & 74-R-208

- 1. Parcel No. 74-R-208 contains a two-story single-family residential structure with a brick exterior finish, shingle roof, and built circa 1926. There are two fully finished floor levels and a full basement. There are various concrete slabs located on this parcel.
- 2. Parcel No. 74-R-206 contains an in-ground pool that has been filled with aggregate, various concrete slabs and a cabana structure.
- 3. Parcel No. 74-R-205 contains a detached two-story accessory garage with a block and frame finish, shingle roof, and unknown construction date. There are various concrete slabs and play surfacing on this parcel.

4. See Sheet O06A-DM-308, O06A-DM-309, O06A-DM-310, and O06A-DM-311 of the contract plans for a photo record of the structures and Sheet 000-DM-102 for status of the applicable utility meters for this parcel.
5. Existing swimming pool was backfilled with aggregate on 8/2/2024. See Daily Field Inspection Report prepared by Hatch, dated 8/2/2024 for more information.
6. Key observations during a pre-demolition walkthrough on 5/28/24:
 - a. Parcel No. 74-R-208 Residential Structure:
 - 1) Entry Foyer
 - a) Ceramic tile and carpet flooring present.
 - b) Hard coat plaster walls and ceiling.
 - c) Steps to 2nd floor with wooden handrail, balusters, and newel post.
 - d) Carpeting on steps leading to 2nd floor.
 - 2) Parlor Room (adjacent to foyer)
 - a) Hardwood plank flooring.
 - b) Sliding glass door to exterior.
 - c) Hard coat plaster walls and ceiling.
 - d) Wood baseboard and casework.
 - e) Forced air ductwork grill in floor.
 - 3) Kitchen
 - a) Hard coat plaster walls and ceiling.
 - b) Drop-in gas range in center island.
 - c) Oak veneer base and wall cabinetry with laminate counters.
 - d) Built-in gas double oven.
 - e) Stainless steel dishwasher.
 - f) Stainless steel trash compactor.
 - g) Double bowl porcelain sink with garbage disposal.
 - h) Can style recessed lights in overhead cabinet bulkhead.
 - i) Ceiling paddle fan with lights.
 - j) Wood plank flooring overlaying ceramic tile flooring.
 - k) Walk-in pantry with shelving.
 - 4) Dining Area
 - a) Hard coat plaster walls and ceiling.

- b) Wood plank flooring.
- c) Bay window.
- d) Door to access rear deck and pool.
- e) Ceiling paddle fan.
- 5) Office (adjacent to dining area)
 - a) Hard coat plaster walls and ceiling.
 - b) 6 panel wood doors.
 - c) Oak base cabinets with laminate counters.
- 6) Powder Room
 - a) Porcelain toilet and sink.
 - b) Ceramic tile flooring.
- 7) Laundry Room
 - a) No appliances present.
 - b) Built-in drop-down ironing board recessed in wall.
- 8) Central Hallway
 - a) Carpeting on floor.
 - b) Hard coat plaster walls and ceiling.
- 9) Hallway Bathroom
 - a) Fiberglass tub with surround.
 - b) Porcelain toilet
 - c) Drop-in sink in vanity cabinet.
- 10) Bedroom No. 1 & No. 2
 - a) Carpet on floor.
 - b) Hard coat plaster walls and ceiling.
 - c) Ceiling fan.
 - d) Oak doors and trim.
- 11) Master Bedroom (with in-suite bathroom)
 - a) Hard coat plaster walls and ceiling.
 - b) Skylights through roof.
 - c) Door to patio/deck.
 - d) Oak doors.
 - e) Ceiling fan.
 - f) Walk-in closet.

- g) Jacuzzi jet tub.
 - h) Large glass enclosed full shower unit.
 - i) 2 sinks in counter.
 - j) Ceramic tile flooring.
- 12) Attic
- a) Fiberglass batt insulation in ceiling joists.
 - b) 2 x wood roof rafter framing and ceiling joists.
 - c) 1 x wood roof decking under fiberglass shingles.
 - d) Flex ductwork running through space.
- 13) Basement
- a) Concrete floor slab. Floor drain is plugged w/ concrete. Water pooled at drain.
 - b) Exposed ceiling floor joists above.
 - c) Whirlpool gas-fired water heater.
 - d) Gas forced air furnace with electronic air cleaner.
 - e) Burglar/fire alarm control box situated on wall under front porch slab.
 - f) Alarm riser situated on wall under front porch slab.
 - g) 200-amp main breaker electrical panel with 100-amp feed to Garage.
 - h) Copper waterline through floor. Copper service lines throughout home. Water meter removed.
- b. Parcel No. 74-R-206 Pool/Entertainment/Patio Area:
- 1) Pool has been backfilled to grade with aggregate.
 - 2) Gas meter has been removed.
 - 3) Condensing unit on slab adjoining garage space.
 - 4) Pool heater on slab adjoining garage space.
 - 5) Chlorine dosing meter attached to garage wall.
 - 6) Seven patio slab drains observed flanking pool perimeter.
 - 7) Patio concrete deck abuts adjoining home on Campbell Way. Heavy bead of silicon caulking is present at abutment of slab and face of home.
 - 8) Existing electrical conduit for spotlight is mounted onto adjoining property wall. Conduit is attached with galvanized brackets and screws.

- 9) Existing access gate from Campbell Way has a slide bolt lock and hasp. Hasp is attached to adjoining property wall.
 - 10) Tiki-Hut bar structure has electrical outlets, lights, and a bar sink.
 - c. Parcel No. 74-R-205 Detached Garage:
 - 1) Two-car garage with second floor space above.
 - 2) Concrete block construction 1st floor.
 - 3) Fiberglass shingle roofing.
 - 4) Downspouts present north and south.
 - 5) Electric garage door opener. Single fiberglass door.
 - 6) Hose bibb in garage.
 - 7) Toilet space adjoining garage space.
 - 8) Floor drain in concrete slab.
 - 9) Gas and water services feed into structure.
 - 10) Separate dedicated electrical panel.
 - 11) Steel spiral staircase with winders to access 2nd floor.
 - 12) Gas-fired furnace is present.
 - 13) Ceramic tile and carpet on 2nd floor.
 - 14) Patio door with wood deck overlooking pool and recreational space from 2nd floor.
 - 15) Built in large screen TV with surround sound in cabinetry on 2nd floor.
 - 16) Ping pong table, dart board on 2nd floor.
 - d. Wooden 6' stockade fencing wraps southeast corner of property surrounding the pool and patio areas.
7. Utilities (as of 5/28/24):
- a. Overhead electrical service drop to weatherhead attached to southeast corner of house structure. 200-amp main breaker in electrical panel. Separate 100-amp breakers to serve home and detached garage. Electrical inspection certificate inside of main panel. (Subpanel also present in detached Garage).
 - b. Gas service curb box present in front concrete sidewalk along Shingiss Street.
 - c. Water Service curb box present in front concrete sidewalk along Shingiss Street.

- d. Fresh air vent present in vertical face of brick front porch wall. (Vent piping from sewer to vent is exposed to view at basement interior beneath front porch slab).
- e. Galvanized steel fence post poles are present around the inside of the wooden fence which serve as site light fixture supports surrounding the pool and patio area. The steel vertical posts have attached stranded cable guys with cabling running through the decorative stand of trees.
- f. A downspout with cleanout in the sidewalk was observed on the southern face of the detached garage fronting Campbell Way.
- g. Water service exists on the northeastern side of the structure and taps into the West View Water Authority's water main in Shingiss Street.
- h. Sewer service exists on the northeastern side of the structure and taps into the Borough of McKees Rocks sewer main in Shingiss Street.

F. 325 Shingiss Street – Parcel ID No. 74-R-209

- 1. This parcel contains a one-story single-family residential structure with a frame finish, shingle roof, and built circa 1900. There is one finished floor level and a full basement. There is also an existing dilapidated shed on the southern portion of the parcel.
- 2. See Sheet O06A-DM-306 and O06A-DM-307 of the contract plans for a photo record of the structure and Sheet 000-DM-102 for status of the applicable utility meters for this parcel.
- 3. Key observations during a pre-demolition walkthrough on 7/12/24:
 - a. Newer asphaltic fiberglass shingle roofing present.
 - b. Siding overlain over Insulbrick type composite substrate.
 - c. Chain-link fence with gate fronting property.
 - d. First Floor
 - 1) Gas range present in Kitchen.
 - 2) Kitchen cabinetry present.
 - 3) Front porch structure with outdoor storage closet. (Pedestal sink present in closet is not connected to any plumbing. Stored only.)
 - 4) Rear door access. Adjoining property shed is approximately one foot away from rear door and rear of the 325 Shingiss structure. 325 Shingiss structure and adjoining property shed appear to share the same concrete slab. Need to provide a sawcut joint separation

between structure prior to the actual structure demolition. Adjoining property shed is in poor dilapidated condition.

- 5) Chain-link fencing on adjoining parcels situated at the rear and corners will also need to be modified in part once demolition is completed.

e. Basement

- 1) 2 floor drains in concrete floor slab.
- 2) No direct access to exterior.
- 3) No hot water heater present.
- 4) Fiberglass single laundry tub present.
- 5) Gas fired furnace present.
- 6) ½" copper water service into basement.
- 7) Washer and dryer present in basement.

4. Utilities (as of 7/12/24):

- a. Electrical meter has been removed. Overhead service line drop cut at weatherhead.
- b. Gas meter situated in front lawn beyond sidewalk has been removed. Piping still present.
- c. Water meter crock with metal cover is present in front lawn. Water meter has been removed.
- d. Uncapped clay tile pipe riser visible in front lawn adjacent to water meter crock. Possible cleanout or fresh air vent for the sewer.
- e. Downspout present at right front corner of structure.
- f. Water service exists on the northeastern side of the structure and taps into the West View Water Authority's water main in Shingiss Street.
- g. Sewer service exists on the northeastern side of the structure and taps into the Borough of McKees Rocks sewer main in Shingiss Street.

G. 327 Shingiss Street – Parcel ID No. 74-L-9

1. This parcel contains a two-story brick framed residential structure built circa 1923. There are two fully finished floor levels and basement. The parcel also includes a detached concrete block garage.

2. See Sheet O06A-DM-304 and O06A-DM-305 of the contract plans for a photo record of the structure and Sheet 000-DM-102 for status of the applicable utility meters for this parcel.
3. Key observations during a pre-demolition walkthrough on 4/24/24:
 - a. Unit # 1
 - 1) Suspended ceiling tile 1st floor.
 - 2) Carpet and vinyl flooring.
 - 3) Hard coat plaster walls and/or wood paneling.
 - 4) Newer refrigerator and electric range in kitchen.
 - 5) Cast iron tub w/o surround and vanity cabinet with sink in bathroom.
 - b. Unit # 2
 - 1) Hard coat plaster walls and ceiling.
 - 2) Ceramic tile wainscot in bathroom.
 - 3) Cast iron tub and vanity cabinet w/ sink in bathroom. Porcelain toilet.
 - 4) Refrigerator and gas range in kitchen. Range hood above range. Base and wall cabinets.
 - 5) 12" x 12" acoustic ceiling tiles in kitchen falling. Mastic exposed.
 - 6) Thru-wall electric air conditioning units present.
 - 7) Vinyl flooring and/or carpet flooring. Likely overlays.
 - 8) Couch and step ladder present on rear porch.
 - 9) Attic ventilation fan/grille present in hallway.
 - c. Basement
 - 1) Bilco double door hatch access.
 - 2) 2 water heaters, 1 electric, 1 newer Rheem natural gas.
 - 3) 2 natural gas forced air furnaces w/ galvanized ductwork.
 - 4) 2 newer electrical panels, 100-amp main breaker for each.
 - 5) Copper waterline into basement through wall. Water meter removed. PEX piping beyond.
 - 6) 2 ABS plastic plumbing stacks tie to one drop into floor.
 - 7) Fiberglass double compartment laundry tub w/ PEX piping hot/cold feeds.
 - 8) 2 gas meters removed.
 - d. Detached Concrete Block Garage

- 1) Roof partially collapsed with wood joists deflecting.
 - 2) Concrete block walls on 3 sides. Block walls exhibit step cracks and buckling.
4. Utilities (as of 4/24/24):
 - a. Two electrical meters are present. Overhead service line drop still connected.
 - b. Water and gas curb boxes present in sidewalk concrete slab adjoining Shingiss Street.
 - c. Water service exists on the northeastern side of the structure and taps into the West View Water Authority's water main in Shingiss Street.
 - d. Sewer service exists on the northeastern side of the structure and taps into the Borough of McKees Rocks sewer main in Shingiss Street.
- H. 329 Shingiss Street – Parcel ID No. 74-L-6
 1. This parcel contains a two-story three-family brick and wood framed residential structure with a roll roof built circa 1920. There are two fully finished floor levels and a basement.
 2. See Sheet O06A-DM-302 and O06A-DM-303 of the contract plans for a photo record of the structure and Sheet 000-DM-102 for status of the applicable utility meters for this parcel.
 3. Key observations during a pre-demolition walkthrough on 4/24/24:
 - a. Unit #1
 - 1) Basement cluttered with debris/abandoned items. Abandoned refrigerator.
 - 2) Hard coat plaster walls and ceiling. Ceiling sections falling with wood lath exposed.
 - 3) Closet wall plaster removed. Exposed wood lath throughout.
 - 4) No kitchen appliances or cabinetry present.
 - 5) Porcelain tub. Fiberglass surround removed with mastic exposed. Toilet and sink removed.
 - b. Unit # 2
 - 1) Acoustical tile dropped ceiling present 1st floor. Tiles stained by leaks above.
 - 2) Vinyl flooring present in kitchen.

- 3) Hard coat plaster walls and ceiling.
 - 4) Porcelain tub and toilet. Tub surround missing. Mastic exposed.
 - 5) Plaster ceiling falling. Wood lath exposed.
- c. Unit # 3
 - 1) Basement access connection.
 - 2) Kitchen cabinetry removed. Refrigerator present.
 - 3) Hard coat plaster walls and ceiling.
 - 4) Ceiling plaster falling. Wood lath exposed or missing.
 - 5) Gas water heater and forced air furnace in basement.
 - 6) Porcelain toilet in basement.
4. Utilities (as of 4/24/24):
 - a. There are 3 electrical meter sockets. Electrical meters have been removed. Overhead service drop is still connected.
 - b. There are 4 remote water meter readers present at exterior.
 - c. There are 3 gas meters in the basement.
 - d. Forced air gas furnace and ductwork in place in basement.
 - e. Gas water heater in basement. The water heater has been disconnected from gas and flue.
 - f. Water service exists on the northeastern side of the structure and taps into the West View Water Authority's water main in Shingiss Street.
 - g. Sewer service exists on the northeastern side of the structure and taps into the Borough of McKees Rocks sewer main in Shingiss Street.
- I. 401 Shingiss Street – Parcel ID No. 74-L-130, 74-L-132 and 74-L-135
 1. This parcel contains a two-story brick commercial structure consisting of 5 apartment units and unknown date of construction. There are two fully finished floor levels and a basement.
 2. See Sheet O06A-DM-300 and O06A-DM-301 of the contract plans for a photo record of the structure and Sheet 000-DM-102 for status of the applicable utility meters for this parcel.
 3. Key observations during a pre-demolition walkthrough on 4/24/24:
 - a. Unit 401A 1st Floor/facing Ella Street/South

- 1) Living room and bedroom have carpeting. Balance vinyl overlay.
 - 2) Plaster walls/ceiling.
 - 3) Laminate cabinets in kitchen.
 - 4) Porcelain tub and toilet. Ceramic tile surround at tub.
 - 5) Vanity cabinet with sink in bathroom.
 - 6) Wall and base cabinets with counter and sink in kitchen. No appliances.
 - 7) Undercabinet range hood in Kitchen.
 - 8) Old electrical panel with breakers.
- b. Unit 401B 1st Floor/facing Ella Street/South
- 1) Living Room has carpet/balance vinyl flooring.
 - 2) Wood wall and base kitchen cabinets with countertop and sink.
 - 3) Range hood in kitchen. No appliances present.
 - 4) Copper plumbing lines.
 - 5) Ceramic tile tub surround. Cast iron tub.
 - 6) Newer porcelain toilet fixture.
 - 7) Bathroom vanity cabinet with sink.
 - 8) Plaster walls/ceiling.
 - 9) Electric baseboard heaters.
 - 10) Old electric panel with breakers.
- c. Unit 401C 1st Floor East/Shingiss Street side of Building.
- 1) Entry Hall- Hard coat plaster walls/ceiling.
 - 2) Electric baseboard heaters.
 - 3) Porcelain tub and toilet.
 - 4) Ceramic tile tub surround.
 - 5) Laminate flooring.
 - 6) Wood wall and base cabinets with counter and sink in kitchen.
 - 7) Old electrical panel with breakers.
- d. Unit 401D 2nd Floor/facing Ella Street
- 1) Laminate flooring.
 - 2) Laminate base and wall cabinets with counter and sink in kitchen.
 - 3) Range hood in kitchen.

- 4) Hard coat plaster walls/ceiling.
 - 5) Ceramic tile tub surround. Cast iron tub.
 - 6) Forced air galvanized ductwork.
 - 7) Old electrical panel with breakers.
- e. Unit 401E 2nd Floor East
- 1) Vinyl asbestos tile (VAT) on stairs.
 - 2) Hardwood flooring.
 - 3) Hard coat plaster walls/ceiling.
 - 4) Forced air galvanized ductwork - No furnace present.
 - 5) Ceramic tile tub surround. Cast iron tub.
 - 6) Wood base and wall cabinets with counter in kitchen.
 - 7) Range hood in kitchen. No appliances.
 - 8) Old electrical panel with breakers.
 - 9) Bathroom vanity cabinet with sink.
- f. Basement
- 1) Electrical panel and 3 subpanel disconnects with wireway present.
 - 2) Copper waterline in through wall ~1" diameter. Water meter removed.
 - 3) Forced air ductwork/no furnace present.
 - 4) Fiberglass laundry tub.
 - 5) 2 floor drains in slab.
 - 6) 3-4 plumbing stacks/fresh air vent visible. ABS waste piping.
 - 7) Wood storage partitions with chicken wire fence fabric.
 - 8) Gas manifold piping for 6 gas meters. Meters removed.
4. Utilities (as of 4/24/24):
- a. Six electrical meter sockets on northeast corner of building are present. The electrical meters have been removed.
 - b. Overhead electrical service drop to mast and weatherhead still in place.
 - c. Water service exists on the northeastern side of the structure and taps into the West View Water Authority's water main in Shingiss Street.
 - d. Sewer service exists on the northeastern side of the structure and taps into the Borough of McKees Rocks sewer main in Shingiss Street.

J. 330 Hamilton Street – Parcel ID No. 74-M-30 and 74-M-31

1. This parcel contains a one and a half-story, single family, framed residential structure with a shingled roof built circa 1915. There is one fully finished floor and a basement.
2. See Sheet SDC-DM-300 and SDC-DM-301 of the contract plans for a photo record of the structure and Sheet 000-DM-102 for status of the applicable utility meters for this parcel.
3. Key observations during a pre-demolition walkthrough on 2/6/25:
 - a. Site
 - 1) Water curb box in front sidewalk. New concrete slab.
 - 2) Gas curb box in adjoining front sidewalk pad. New concrete slab.
 - 3) Peoples Gas Co. closed the gas curb box (day of inspection). Meter had already been removed.
 - 4) Columbia Gas 16" steel high pressure gas line in Hamilton Street. (One-Call Markings)
 - 5) Duquesne Light Co. utility pole #103/998 in sidewalk abutting concrete curb.
 - 6) 6" diameter waterline marked in Hamilton Street. (One-Call Markings)
 - 7) Sewer line in Hamilton Street at approximate centerline of roadway. (One-Call Markings)
 - 8) 3' high plastic picket fence at back of sidewalk with entry gate.
 - 9) Downspouts discharge into cast iron boots. Discharge point unknown.
 - 10) Air conditioner condensing unit at rear.
 - 11) Rear patio loose-laid brick pavers.
 - 12) Shale rock ledge approximately 13 feet high at immediate rear of property.
 - b. Roof
 - 1) Fiberglass shingles on gable roof and gable front window.
 - 2) EPDM rubber roof membrane on rear addition sloped to rear. Termination bars at parapet.
 - 3) Aluminum downspouts and gutters serving gable roof.
 - 4) Brick chimney through gable roof.

c. Façade

- 1) Aluminum siding with Dutch lap profile.
- 2) Aluminum single pane windows with plastic shutters flanking window openings.
- 3) Concrete walk with concrete curb west side with 3 concrete step risers to enter kitchen.

d. Kitchen

- 1) Vinyl composition tile (VCT) overlay atop hardwood plank flooring.
- 2) Refrigerator and gas range present.
- 3) Kitchen table with 4 chairs.
- 4) Wood China Cabinet / Cupboard.
- 5) Hard coat plaster walls and ceiling over wood lath.
- 6) Overhead fluorescent light.
- 7) Double bowl stainless steel sink. (No disposal)
- 8) Miscellaneous kitchen items.
- 9) Fire extinguisher.
- 10) Draperies on windows.
- 11) Plastic shelving unit.
- 12) Formica base and wall cabinets with laminate countertop.
- 13) Marble windowsills.

e. Bedroom No. 1

- 1) Carpet overlaying hardwood plank flooring.
- 2) Bed frame/headboard/mattress/blankets/dresser/nightstands.
- 3) Miscellaneous clothing items/coat hangers/personal items.
- 4) Draperies on windows.
- 5) Marble windowsills.
- 6) 19" Television.
- 7) Hard coat plaster walls and ceiling over wood lath.

f. Bedroom No. 2

- 1) Bed frame/headboard/mattress/ blankets/dresser/nightstands.
- 2) Table lamps.
- 3) Miscellaneous clothing items/blankets/bedspreads.

- 4) Draperies on windows.
 - 5) Marble windowsills.
 - 6) Hard coat plaster walls and ceiling over wood lath.
- g. Bathroom
- 1) Porcelain coated steel tub, pedestal sink, toilet.
 - 2) Vinyl composition floor tile.
 - 3) Hard coat plaster walls and ceiling over wood lath.
- h. Living Room/Sitting Room
- 1) Carpet overlaying hardwood plank flooring.
 - 2) Couch, loveseat, chair, TV cart, end tables, table lamps, paddle fan with light.
 - 3) Hard coat plaster walls and ceiling over wood lath.
 - 4) Miscellaneous loose items.
 - 5) Window draperies.
- i. Basement
- 1) Gas forced-air furnace with cooling coil and galvanized ductwork.
 - 2) 40-gallon gas hot water heater w/ flue.
 - 3) Copper waterlines throughout. Water meter still in place.
 - 4) Concrete floor slab.
 - 5) Composite stone, concrete, and concrete block foundation and walls.
 - 6) Exposed wood overhead floor joists.
 - 7) 8' long fluorescent tube overhead light fixtures with spare bulbs.
 - 8) Concrete double bowl laundry tub with stand.
 - 9) Floor drain in concrete slab.
 - 10) 100-amp main electrical panel.
 - 11) Stockpile of 8"x 8" stored glass block window units.
 - 12) Miscellaneous tools, spare parts, equipment & debris.

K. 332 Hamilton Street – Parcel ID No. 74-M-28

1. This parcel contains a two-story, single family, brick residential structure with a rolled roof built circa 1931. There are two fully finished floor levels, a basement and a detached two-story out-structure/shop.

2. See Sheet SDC-DM-302, SDC-DM-303, and SDC-DM-304 of the contract plans for a photo record of the structure and Sheet 000-DM-102 for status of the applicable utility meters for this parcel.
3. Key observations during a pre-demolition walkthrough on 2/6/25:
 - a. Site Items
 - 1) Gas curb box @ sidewalk pad along Hamilton Street. Gas meter removed at face of porch.
 - 2) Water curb box not visible. Service enters basement from Hamilton Street.
 - 3) Wrought iron handrails flanking front concrete steps.
 - 4) Chain-link fence at perimeter of property. Stranded barb wire segments at rear of property.
 - 5) Cast iron downspout boots w/built-in gutters.
 - b. Roof & Façade
 - 1) EPDM rubber membrane roof sloping to rear. Termination bars at perimeter.
 - 2) Brick veneer over wood stud framing and/or concrete.
 - 3) Front porch with concrete slab.
 - 4) Aluminum single pane windows.
 - c. Kitchen (1st Floor)
 - 1) 9"x 9" vinyl asbestos tile flooring.
 - 2) Ceramic tile wainscoting on walls.
 - 3) No cabinets or appliances.
 - 4) Hard coat plaster walls and ceiling over wood lath.
 - d. Entry Foyer
 - 1) Wood entry door with stained glass transom.
 - 2) Carpet overlaying hardwood plank flooring.
 - 3) Wood staircase to 2nd floor with wooden handrail, balusters, and newel post.
 - 4) Decorative wood trim/moldings surrounding openings.
 - 5) Hard coat plaster walls and ceiling over wood lath.
 - e. Bathroom
 - 1) Porcelain fixtures.

- 2) Ceramic tile wainscot.
 - 3) Hard coat plaster walls and ceiling over wood lath.
 - 4) Medicine cabinet.
 - 5) 9"x 9" vinyl asbestos tile flooring.
- f. Kitchen (2nd Floor)
- 1) Base cabinet w/ sink.
 - 2) Ceramic tile surround.
- g. Bedroom
- 1) 9"x 9" vinyl asbestos tile flooring.
 - 2) Window draperies.
 - 3) Carpet overlay in areas adjoining.
 - 4) Debris, furniture, and clothing throughout.
 - 5) Personal belongings throughout.
- h. Basement
- 1) Gas forced air furnace with galvanized ductwork.
 - 2) 2 floor drains in concrete slab.
 - 3) Electrical panel - UL listed.
 - 4) Cast iron soil/waste stack and branch piping.
 - 5) Wood ceiling/floor joists.
 - 6) Wood main support beam supported by steel pipe columns.
 - 7) Composite concrete/stone/block perimeter walls.
 - 8) Miscellaneous tools, debris, and canned preserves throughout.
 - 9) Fluorescent tube overhead lighting.
 - 10) Gas cook stove in rear of basement.
- i. Rear Out-Structure/Shop
- 1) Dilapidated/collapsing structure.
 - 2) Composite concrete and wood floor structure. Plank flooring over 4x4 wood sleepers.
 - 3) Collapsed wood deck.
 - 4) Collapsing roof structure.
 - 5) Miscellaneous tools and debris throughout.
 - 6) Galbestos or composite shake siding material.

- 7) Wood single pane windows.
- 8) Box gutter with downspouts.
- 9) Asphalt composite shingle roofing.
- 10) Concrete retaining wall with chain link fence.
- 11) Fiberboard ceiling material and bead board wood ceiling material.
- 12) Shale embankment at rear with trees flanking perimeter.

1.3 AVAILABLE MATERIALS TESTING REPORTS

- A. Pre-Demolition Asbestos Containing Materials Inspection and Limited Lead Paint Sampling have been performed at each parcel. See Appendix B for available reports.
- B. Reports are provided for information only and represent the presence or absence of lead and asbestos found in the samples tested. Additional Contractor testing is required to determine the extent of regulated materials in each structure.

1.4 SUBMITTALS

- A. Proposed Protection Measures: Submit an informational report, including Drawings, which indicates the measures proposed for site security and protecting individuals and property, for environmental protection, for dust control and for noise control. Indicate proposed locations and construction of barriers.
 1. Provide proposed security controls, traffic controls, erosion and sedimentation controls and other environmental controls.
- B. Schedule of Building Demolition Activities: Indicate the following at a minimum:
 1. Obtaining permits for the work.
 2. Detailed sequence of demolition work, with starting and ending dates for each activity at each structure.
 3. Temporary interruption of utility services.
 4. Termination of utility services.
- C. Waste Disposal Plan describing materials required for performing the work and materials generated during the work and methods to test, remove, and dispose of all materials.
- D. Pre-demolition Photographs: Document existing conditions on and surrounding parcels before beginning demolition work.

- E. Landfill Records: Provide documentation of receipt and acceptance of all waste materials removed from the site by a landfill facility licensed to accept each type of waste.

1.5 QUALITY ASSURANCE

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Standards: Comply with ANSI/ASSE A10.6 and NFPA 241.
- C. Pre-demolition Conference: Conduct conference at Project site.
 - 1. Inspect and discuss condition of construction to be demolished.
 - 2. Review structural load limitations of existing structures.
 - 3. Review and finalize building demolition sequence and schedule and verify availability of demolition personnel, equipment, and facilities needed to make progress and avoid delays.
 - 4. Review and finalize plans for disposal of waste materials generated during demolition. Provide landfill locations and testing requirements.
 - 5. Review and finalize protection requirements for adjacent structures, sidewalks, streets, and utilities.
 - 6. Review procedures for noise control and dust control.

1.6 COORDINATION

- A. Obtain applicable demolition permits as required by the Borough of McKees Rocks and other regulatory agencies.
- B. Coordinate termination of utilities servicing the structures with each utility owner and obtain permits required. Utility services include but are not limited to public water, sewer, natural gas, electricity, communications, alarms, and security.
- C. Coordinate and obtain permits for temporary closures or access restrictions to existing sidewalks and streets with the Borough of McKees Rocks.

1.7 SITE SECURITY

- A. Secure the work sites and employ adequate means and methods to prevent access by unauthorized persons 24 hours per day. Include the following in the Site Security Plan at a minimum:

1. Verification there are no unauthorized persons present in the buildings and site area prior to commencing work and
2. Provide for conducting routine security patrols to detect unauthorized persons in buildings and site area during the progress of the work.
 - a. The use of guard dogs or other animals for patrolling the work area is prohibited.

1.8 RODENT AND PEST CONTROL

- A. Before demolition work begins and through demolition, verify that no rodents or other animals are present. Prevent the migration of rodents and other pests when found by extermination from all structures to be demolished.
 1. Employ only experienced exterminators using materials and methods approved by the USEPA and as described in manufacturer instructions.
 2. Display warning signs in conspicuous places.
 3. Provide rodent control via rat baits, no more than 30 days and no less than 10 days prior to demolition. Bait stations shall be placed at a rate of no less than two (2) per floor.
 4. Provide large mammal control (i.e. racoons, etc.) via placement of traps, no more than 10 days prior to demolition. Any large mammals that are trapped shall be humanely disposed of in accordance with state law.
 5. Provide proof of extermination by an experienced exterminator to the Borough of McKees Rocks and verify exterminations are complete prior to beginning demolition work.

1.9 DUST AND AIRBORN DEBRIS CONTROL

- A. Minimize the spread of dust and airborne debris during the work by spraying the demolition debris with water during the workday or by other approved means. Prevent water damage to adjacent construction. Do not create hazardous or objectionable conditions, such as ice, flooding, and pollution in and around the site.
- B. Provide water for demolition work and hoses capable of providing a minimum flow of twenty gallons per minute. Provide booster pumps to increase the flow and pressure if the flow is insufficient.
- C. Cease demolition operations when wind gusts exceed forty miles per hour.

1.10 PERFORMANCE REQUIREMENTS

- A. Coordinate demolition work as required to comply with the Hazardous Material Abatement Specification. Building demolition will not be permitted to begin until abatement work is completed in the subject building(s) being demolished and permits are obtained from the Borough of McKees Rocks. If concealed asbestos is discovered during demolition, immediately halt demolition work and remove the hazard, then continue demolition work.

1.11 NOTIFICATION

- A. Notify utility companies and local authorities owning conduit, wire, utilities, and pipes running to buildings. Notify proper officials as required by law or ordinances. Utilize the PA One Call system and subsurface utility designation to locate underground utilities prior to excavation.

1.12 DEMOLITION - GENERAL

- A. Conduct building demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
- B. Methods of demolition are subject to the approval of the CM.
- C. Use of explosives in the demolition operations is not permitted.
- D. Open burning is not permitted at the site.
- E. Do not utilize cables to pull down sections of any structure.
- F. No combustible material is permitted to accumulate on the site. Cease operations until the combustible materials are removed.
- G. No materials are designated to be salvaged. Remove all equipment, materials and miscellaneous items remaining within each building removed from each site and dispose of materials at a licensed disposal facility.
- H. Protect and maintain drains, sewers, tunnels, and pipes that are to remain.
- I. Conduct demolition activities from within ALCOSAN owned parcels. Contain all demolition debris, spoils, and equipment on ALCOSAN owned parcels and outside of the public right of way and adjoining parcels.
- J. Provide erosion and sedimentation control protective measures at catch basins within and adjacent to the demolition boundaries to prevent introduction of silt into the system or clogging. No claims will be considered for additional costs related to cleaning or repair of sewers as a result of siltation resulting from the work. Install protective controls as approved by the Allegheny County Conservation District.

- K. Immediately stop work if items that may have artistic, archeological, or historical significance are encountered and notify the CM. Items of artistic, archeological, or historical significance may remain the property of the Owner.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 CAPPING UTILITIES

- A. Notify utilities to remove all meters and other equipment which is the property of utility owner.
- B. Notify utility companies owning wires attached to buildings to remove wires prior to starting demolition operations.
- C. Remove abandoned utilities to the limits required by the utility owner. Indicate removal / termination points for underground utilities on Record Documents.
- D. Perform terminations per the rules and regulations of and under supervision of the utility owner.
- E. Furnish written and photographic evidence that all utilities have been properly disconnected and capped. Include the date, location and method of disconnection and termination.

3.2 DEMOLITION

- A. Do not begin building demolition until hazardous material abatement work is completed and required permits are obtained.
- B. Confirm that all utilities are properly disconnected from the structure. Securely seal storm and sanitary sewers leaving the structure.
- C. Remove demolished materials and debris promptly from the site as demolition work progresses.
- D. Erect and use debris chutes, hoists, or other devices that will convey debris to grade level in a controlled descent from openings on the upper levels of each building. Use fully enclosed inclined chutes to eliminate airborne dust and debris when required.
- E. Use demolition methods required to complete the Work within the limitations of governing regulations and as follows:
 - 1. Submit a Hot Work Authorization Permit application to the CM prior to beginning demolition when operations include this type of work.

2. Do not use cutting torches until work area is cleared of flammable materials. Maintain portable fire-suppression devices during flame-cutting operations.
 3. Maintain fire watch during and for at least 2 hours after flame cutting operations.
 4. Maintain adequate ventilation when using cutting torches.
- F. Locate building demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
- G. After removal of interior walls and false work begin removal of structural elements at the top of each building, removing one story at a time.
- H. Demolish walls in small sections. Provide bracing and shoring and other safety requirements where potentially necessary to avoid collapse of structures and/or open excavations.
- I. Protect adjacent structures from damage and from dust and debris.
- J. Remove sidewalks, pavement, steps and retaining walls to their entire depth within the sites.
- K. Remove slabs on grade where indicated on drawings.

3.3 DEMOLITION BY MECHANICAL MEANS

- A. Proceed with demolition of structural framing systematically, from higher to lower levels. Complete building demolition operations above each floor or tier before disturbing supporting members on the next lower level.
- B. Demolish foundation walls and other below-grade construction to a depth of one foot above finished grade at the building site.
1. Below-grade construction, including basements, foundation walls, and footings are to remain buried in place. Note locations of buried foundations, footings, and slabs on record drawings.
 2. Remove all ceilings and roof structures to allow backfill to be placed from the lowest elevation up to finished grade.

3.4 PROTECTION

- A. Protect streets, sidewalks, retaining walls and utilities surrounding the sites from damage during demolition and hauling operations.
- B. Protect adjacent walkways, loading docks, building entries, and other building facilities during demolition operations. Refer to "Protecting a Historic Structure during Adjacent Construction, Tech Note – Temporary Protection – Number 3" by the U.S. Department of the Interior, National Park Service, Cultural Resources, Heritage Preservation

Services dated July 2001 in Appendix B of the Contract Documents. Maintain exits from the building and vehicular and pedestrian access to the building.

- C. Maintain utility services and protect from damage during demolition operations. Do not interrupt existing utilities serving the building.
- D. Erect temporary protection, such as walks, fences, railings, canopies, and covered passageways surrounding the sites where required.
 - 1. Protect existing site improvements, appurtenances, and landscaping to remain.
 - 2. Erect a plainly visible fence around drip line of individual trees or around perimeter drip line of groups of trees to remain.
 - 3. Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
 - 4. Provide protection to ensure safe passage of people around building demolition area and to and from occupied portions of adjacent buildings and structures.
 - 5. Protect walls, windows, roofs, and other adjacent exterior construction that are to remain and that are exposed to building demolition operations.
- E. Remove temporary barriers and protections where hazards no longer exist. Where open excavations or other hazardous conditions remain, leave temporary barriers and protections in place.
- F. Promptly repair damage to surrounding facilities caused by demolition operations.

3.5 CLEANING

- A. Clean adjacent structures and improvements of dust, dirt, and debris caused by building demolition operations. Return adjacent areas to condition existing before building demolition operations began.
 - 1. Clean roadways of debris caused by debris transport.
 - 2. Remove temporary fencing, barricades, signage.
 - 3. Remove temporary electrical, water, communication services.
 - 4. Remove erosion and sedimentation controls.
 - 5. Remove all remaining demolition material, equipment, and supplies.

END OF SECTION

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SECTION 02 82 20
HAZARDOUS MATERIALS ABATEMENT

PART 1 - GENERAL

1.1 SUMMARY

- A. This section includes the proper handling and control of asbestos containing materials (ACM) within the interior/exterior of the buildings and other environmental hazards impacted by the demolition of the buildings.
 - 1. Sampling and testing for asbestos containing materials has been completed and the results are summarized in survey reports included in Appendix B. The Contractor is responsible for reviewing these reports and become familiar with the hazardous materials identified and the degree of abatement/removal needed.
 - 2. Select demolition may be required to access some asbestos containing materials. Unforeseen conditions and concealed materials may be present in each building. Additional testing and abatement may be required prior to building demolitions.
 - 3. The Contractor is responsible for removal of hazardous materials from the work areas.
- B. Lead in paint was also identified as described in Section 3.4.

1.2 REFERENCES

- A. The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only.
- B. American National Standards Institute (ANSI)
 - 1. ANSI Z9.2: (1979; R 1991) Fundamentals Governing the Design and Operation of Local Exhaust Systems
 - 2. ANSI Z88.2: (1992) Respiratory Protection
- C. American Society for Testing and Materials (ASTM)
 - 1. ASTM C 732: (2017; R 2022) Standard Test Method for Aging Effects of Artificial Weathering on Latex Sealants
 - 2. ASTM D 522: (2017) Mandrel Bend Test of Attached Organic Coatings
 - 3. ASTM D 1331: (1989) Surface and Interfacial Tension of Solutions of Surface-Active Agents

4. ASTM D 2794: (1993: R 2019) Standard Test Method for Resistance of Organic Coatings to the Effects of Rapid Deformation (Impact)
5. ASTM E 84: (2023) Standard Test Method for Surface Burning Characteristics of Building Materials
6. ASTM E 96: (2022a; E 2023) Standard Test Methods for Gravimetric Determination of Water Vapor Transmission of Materials
7. ASTM E 1368: (2014) Visual Inspection of Asbestos Abatement Projects

D. Code of Federal Regulations (CFR)

1. 29 CFR 1926.103: Respiratory Protection
2. 29 CFR 1926.51: Sanitation
3. 29 CFR 1926.59: Hazard Communication
4. 29 CFR 1926.62: Lead
5. 29 CFR 1926.200: Accident Prevention Signs and Tags
6. 29 CFR 1926.1101: Asbestos
7. 29 CFR 1926.451: Scaffolding
8. 29 CFR 1926.453: Aerial Lifts
9. 40 CFR 61-SUBPART A: General Provisions
10. 40 CFR 61-SUBPART M: National Emission Standard for Asbestos
11. 40 CFR 273: Universal Waste Management
12. 40 CFR 761: Polychlorinated Biphenyls (PCBs) Manufacturing, Processing, Distribution in Commerce, and Use Prohibitions
13. 40 CFR 763: Asbestos
14. 40 CFR 107: Hazardous Materials Program Procedures
15. 49 CFR 171 and 172: DOT regulations for the transportation of asbestos-containing materials

E. Environmental Protection Agency (EPA)

1. EPA 340/1-90/018: (1990) Asbestos/NESHAP Regulated Asbestos Containing Materials Guidance

2. EPA 560/5-85-024: (1985) Guidance for Controlling Asbestos Containing Materials in Buildings

F. Underwriters Laboratories Inc. (UL)

1. UL 586: (2009; Reprint Sep 2022) Standard for Safety High-Efficiency Particulate, Air Filter Units

G. Commonwealth of Pennsylvania

1. PA Act of 1990, PL 805 No. 194: Pennsylvania Department of Labor and Industry - Asbestos Occupation Accreditation and Certification
2. PL 734, No. 159; 35 PS 7317: Worker Community Right-to-Know Act of Pennsylvania

H. Allegheny County Department of Health

1. Rules and Regulations, Article XXI – Air Pollution Control, Asbestos
2. Abatement and Undersized Projects

1.3 DEFINITIONS

A. ACM

1. Asbestos Containing Materials. Any material or product that contains more than one (1) percent asbestos.

B. Amended Water

1. Water containing a wetting agent or surfactant with a maximum surface tension of 0.00042 psi.

C. Area Sampling

1. Sampling of asbestos fiber concentrations that approximates the concentrations of asbestos in the theoretical breathing zone but is not actually collected in the breathing zone of an employee.

D. Asbestos

1. The term asbestos includes chrysotile, amosite, crocidolite, tremolite asbestos, anthophyllite asbestos, and actinolite asbestos and any of these minerals that has been chemically treated or altered. Materials are considered to contain asbestos if the asbestos content of the material is determined to be at least one percent.

E. Asbestos Control Area

1. That area where asbestos removal operations are performed which is isolated by physical boundaries that assist in the prevention of the uncontrolled release of asbestos dust, fibers, or debris.

F. Asbestos Fibers

1. Those fibers having an aspect ratio of at least 3:1 and are longer than 5 micrometers, as determined by National Institute for Occupational Safety and Health (NIOSH) Method 7400.

G. Asbestos Permissible Exposure Limit (PEL)

1. 0.1 fibers per cubic centimeter (f/cc) of air, as an 8-hour time weighted average, measured in the breathing zone, as defined by 29 CFR 1926.1101.

H. Authorized Person

1. Any person authorized and required by work duties to be present in a regulated area.

I. Background

1. The ambient airborne asbestos concentration in an uncontaminated area, as measured prior to any asbestos hazard abatement efforts. Background concentrations for other (contaminated) areas may be measured in similar but asbestos free locations.

J. Competent Person (CP)

1. A person meeting the requirements for competent person as specified in 29 CFR 1926.1101 including a person capable of identifying existing asbestos hazards in the workplace and selecting the appropriate control strategy for asbestos exposure, who has the authority to take prompt corrective measures to eliminate them, and is specifically trained in a training course which meet the criteria of EPA's Model Accreditation Plan (40 CFR 763) for project designer or supervisor, or its equivalent. The competent person must have a current PA asbestos contractors or supervisors license.

K. Disposal Bag

1. A 6-mil thick, leak-tight plastic bag, pre-labeled in accordance with 29 CFR 1926.1101 used for transporting asbestos waste from containment to the disposal site.

L. Disturbance

1. Activities that disrupt the matrix of ACM, crumble or pulverize ACM, or generate visible debris from ACM. Disturbance includes cutting away small amounts of

ACM, no greater than the amount which can be contained in one standard sized glove bag or waste bag, not larger than 60 inches in length and width in order to access a building component.

M. Containment Barrier

1. A temporary, air tight barrier consisting of a minimum of 6 mil plastic sheeting used to seal off all openings into the work area, including, but not limited to, windows, doorways, corridors, skylight, ducts and grilles. After abatement is completed and areas are cleared for resuming work, all abatement enclosures and associated ensembles are to be removed and disposed in accordance with EPA 5601/5-85-024.

N. Encapsulation

1. The abatement of an asbestos hazard through the appropriate use of chemical encapsulants.

O. Encapsulants

1. Specific materials in various forms used to entrap asbestos fibers chemically or physically in various configurations to prevent these fibers from becoming airborne. There are four types of encapsulants, as follows, which must comply with performance requirements as specified herein.
 - a. Removal Encapsulant (can be used as a wetting agent)
 - b. Bridging Encapsulant (used to provide a tough, durable surface coating to asbestos containing material.)
 - c. Penetrating Encapsulant (used to penetrate the asbestos containing material encapsulating all asbestos fibers and preventing fiber release due to routine mechanical damage)
 - d. Lock-Down Encapsulant (used to seal off or "lock-down" minute asbestos fibers left on surfaces from which asbestos containing material has been removed).

P. Friable Asbestos Material

1. Any material greater than one percent asbestos that, when dry, can be crumbled, pulverized, or reduced to powder by hand pressure, when dry.

Q. HEPA Filter Equipment

1. High efficiency particulate air (HEPA) filtered vacuum, and/or exhaust ventilation equipment with a filter system capable of collecting and retaining asbestos fibers.

Filters shall retain 99.97 percent of particles 0.3 microns or larger as indicated in UL 586.

R. Negative Pressure Enclosure (NPE)

1. The engineering control technique described as a negative pressure enclosure in 29 CFR 1926.1101.

S. Non-Friable Asbestos Material

1. Material that contains more than one percent asbestos in which the fibers have been immobilized by a bonding agent, coating, binder, or other material so that the asbestos is well bound and will not normally release asbestos fibers during any appropriate use, handling, storage or transportation. Asbestos fibers may be released under other conditions such as demolition, removal, or mishap.

T. Permissible Exposure Limits (PELs) –

1. PEL-Time Weighted Average (TWA) Concentration of asbestos not in excess of 0.1 fibers per cubic centimeter of air as an 8-hour time weighted average (TWA)

U. PEL-Excursion Limit

1. An airborne concentration of asbestos not in excess of 1.0 f/cc of air as averaged over a sampling period of 30 minutes.

V. Powered Air Purifying Respirator (PAPR)

1. A positive-pressure respirator which employs a portable, rechargeable battery pack and blower to force air from the work area through a HEPA filter cartridge, where the air is cleaned and supplied to the wearer's breathing zone.

W. Personal Sampling

1. Air sampling that is performed to determine asbestos fiber concentrations within the breathing zone of a specific employee, as performed in accordance with 29 CFR 1926.1101.

X. Qualified Person (QP)

1. A qualified person hired by the contractor to perform the required tasks, who has successfully completed training and is therefore accredited under a legitimate State Model Accreditation Plan as described in 40 CFR 763 as a Building Inspector, Environmental Abatement Contractor (EAC)/Supervisor Abatement Worker, and Asbestos Project Designer; and has successfully completed the National Institute of Occupational Safety and Health (NIOSH) 582 course "Sampling and Evaluating Airborne Asbestos Dust" or equivalent. The QP must

be qualified to perform visual inspections as indicated in ASTM E 1368. The QP shall be appropriately licensed in the Commonwealth of Pennsylvania.

Y. Regulated ACM

1. Friable asbestos containing material, Category I non-friable ACM that has become friable, Category I non-friable ACM that will be or has been subject to sanding, grinding, cutting, or abrading, or Category II non-friable ACM that has a high probability of becoming or has become crumbled, pulverized, or reduced to powder by the forces expected to act on the material in the course of renovation operations regulated by NESHAP.

Z. Shower Room

1. A room between the clean room and the equipment room in the worker decontamination enclosure system with hot and cold running water controllable at the tap and suitably arranged for complete showering during decontamination.

AA. Time Weighted Average (TWA)

1. The TWA is an 8-hour time weighted average airborne concentration of a contaminant. In this case the contaminant can be asbestos fibers or one of the other hazardous materials.

BB. Wetting Agent

1. A chemical added to water to reduce the water's surface tension thereby increasing the water's ability to soak into the material to which it is applied. An equivalent wetting agent must have a surface tension of at most 0.00042 psi when tested in accordance with ASTM D 1331.

1.4 GENERAL REQUIREMENTS

- A. Comply with regulations as referenced in these Specifications and additional requirements set forth in these Specifications where they may be more stringent than the minimum required by regulation.
 1. Ensure that safety and health programs comply with all applicable regulations, and adequately protect the well-being of employees.
- B. Pay all license fees and royalties and assume all cost fees and cost incidents to the use in the performance of the work of any invention, design, process patent, or device which is the patent rights or copyrights held by another.
- C. Indemnify and hold harmless the Owner from and against claims, damages, losses, and expenses (including attorney's fees) arising out of any infringement of patent rights or copyrights incidental to the use in the performance of this work or resulting from the incorporation in the work of any invention, design, process, product, or device. This

indemnification and hold harmless obligation is separate from and independent of any other obligations of the Contractor to indemnify and hold the Owner and anyone directly or indirectly employed by them harmless from and against all claims, cost, obligations, or expenses.

D. Insurance Requirements

1. Provide current licenses, permits, and certificates for the removal and disposal of asbestos and hazardous materials.

E. Asbestos Removal - Documentation and Notification

1. Permits and Notification

- a. Prepare notifications required by the Pennsylvania Department of Environmental Protection (PADEP), Pennsylvania Department of Labor and Industry (PADOLI), Allegheny County Health Department, and USEPA and submit notifications to each regulatory agency.
- b. Obtain all permits required by Federal and Pennsylvania regulatory agencies or jurisdictions for the transportation and disposal of asbestos-containing materials.
- c. Post one copy of all permits at the work site and keep one copy of each on file at the site.
- d. Submit written documentation prior to the commencement of work that required permits, site location, and arrangements for transportation and disposal of asbestos-containing wastes have been made.

1.5 SUBMITTALS

- A. Submit copies of transport manifests, trip tickets, and disposal receipts for asbestos-containing wastes removed from the property within ten (10) days of such removal.
- B. Submit documentation, prior to the commencement of work, that the Contractor's employees, including foreman, supervisors, and any other company personnel or agents who may be exposed to airborne asbestos have received the following:
 1. Training, as required by OSHA 29 CFR 1926.1101.
 2. Medical surveillance, as required by OSHA 29 CFR 1926.1101 and determination by a physician, to be physically able to wear required respiratory protection.
 3. Respirator fit testing, as required by OSHA 29 CFR 1926.1101.
 4. PADOLI Act 194 Worker License/Certifications.

- C. Submit, prior to the commencement of Work, the names, training certificates, and Pennsylvania licenses of the Contractor's employees.
- D. Submit the identity and qualifications of the designated competent person to be on-site during removal work and the individual or firm that will be conducting employee exposure monitoring prior to the commencement of work as required by OSHA 29 CFR 1926.1101.
- E. Maintain on-site copies of the regulations and asbestos training and work practices manual, written respirator program, and these Specifications.
- F. A daily log documenting the dates and times of visitation, of authorized and unauthorized personnel, by name, entering and leaving the work area.
- G. A daily project logbook documenting the following:
 - 1. The purpose, attendees, and discussions for meetings.
 - 2. Results of inspections of the work area prior to start of removal and when removal work is complete for the day.
 - 3. Special or unusual events, i.e., barrier breaching, equipment failures
 - 4. Removal of any polyethylene barriers
 - 5. Inspections prior to encapsulation or removal
 - 6. Quantity of asbestos abatement completed
 - 7. Personal air monitoring results
 - 8. Removal of waste materials from work area
 - 9. Decontamination of equipment (list items)
 - 10. Contractor final inspection
 - 11. Licenses
 - a. Maintain current licenses, as required by applicable Federal and Pennsylvania regulatory agencies or jurisdictions, for the removal, transporting, disposal, and/or other regulated activity relative to the work of this contract.
 - b. Provide applicable Federal and Pennsylvania licenses to the CM and post at the job site when remediation work is being conducted.
- H. Description of Asbestos Abatement Work

1. The work covered by this section includes the handling and control of asbestos containing materials and describes some of the procedures and equipment required to protect workers, the environment and area, or both, from contact with airborne asbestos fibers. The work also includes the disposal of all asbestos containing or contaminated materials generated by the work. The intent of the abatement work is to remove ACM and make the work area environmentally safe for future site work.
2. For full containment work areas, the Contractor shall maintain negative pressure and record the pressure, using a recordable manometer, 24 hours per day, 7 days per week, until final clearance of each work area is achieved.
3. These work areas shall be placed under negative pressure and constructed in accordance with the specifications, prior to renovations.
4. The Contractor shall adhere to all applicable regulations for scaffold, aerial lift use, and confined space including subpart L 29 CFR 1926.450-454, 29 CFR 1926.453, and 29 CFR 1926 (1910.146) during abatement activities.
5. Fall protection shall be required when working with unprotected sides and edges on surfaces greater than six (6) feet above the adjoining area. The Contractor shall adhere to all applicable regulations including Subpart M 29 CFR 1926.500-503.

I. Medical Requirements

1. Compliance with all medical requirements, including but not limited to medical surveillance and medical record keeping as listed in 29 CFR 1926.1101.

J. Training

1. Train all personnel involved in the asbestos control work, in accordance with United States Environmental Protection Agency (USEPA), Asbestos Hazard Emergency Response Act (AHERA) training criteria or Pennsylvania training criteria whichever is more stringent. Document the training by providing dates of training, training entity, course outline, names of instructors, and qualifications of instructors upon request by the CM. Furnish each employee with respirator training and fit testing as required by 29 CFR 1926.1101.

K. Permits, Licenses, and Notifications

1. The Contractor will obtain necessary permits and licenses in conjunction with asbestos removal, encapsulation, hauling, and disposition, and furnish notification of such actions required by Federal and Pennsylvania authorities prior to the start of work. Notify the United States Environmental Protection Agency (USEPA) Region 3 and the Owner in writing 10 working days prior to commencement of work in accordance with 40 CFR 61-SUBPART M and Pennsylvania regulations.

L. Environment, Safety and Health Compliance

1. In addition to detailed requirements of this specification, the Contractor will comply with those applicable laws, ordinances, criteria, rules, and regulations of Federal and Pennsylvania authorities regarding handling, storing, transporting, and disposing of asbestos waste materials. Comply with the applicable requirements of 29 CFR 1926.1101, 40 CFR 61-SUBPART A, and 40 CFR 61-SUBPART M. The Contractor shall submit matters of interpretation of standards to the appropriate administrative agency for resolution before starting the work. Where the requirements of this specification, applicable laws, rules, criteria, ordinances, regulations, and referenced documents vary, the most stringent requirement shall apply. The laws, ordinances, criteria, rules and regulations regarding removal, handling, storing, transporting and disposing of asbestos materials from the following government entities apply:
 - a. OSHA
 - b. USEPA
 - c. DOT
 - d. PADOLI
 - e. PADEP
 - f. ACHD

M. Respiratory Protection Program

1. Establish and implement a respirator program as required by ANSI Z88.2, 29 CFR 1926.1101, and 29 CFR 1910.134. Submit a written description of the program to the Owner.

N. Asbestos Hazard Control Supervisor

1. The Contractor shall be represented on site by a supervisor, trained using the model Environmental Abatement Contractor accreditation plan as indicated in the Federal statutes for all portions of the herein listed work.

O. Hazard Communication

1. Adhere to all parts of 29 CFR 1910.1200 and provide the Owner with a copy of the Safety Data Sheets (SDS) for all materials brought to the site.

P. Contingency Plans and Arrangements

1. The Contractor shall prepare a contingency plan for emergencies including, but not limited to, fire, accident, failure of power, failure of air filtration system, or

any other event that may occur. The plan shall include specific procedures to ensure safe exiting and to provide medical attention in the event of an emergency. The telephone numbers and locations of emergency services including fire, ambulance, hospital, police, and utility companies shall be posted.

1.6 SUBMITTALS

Submit the following.

A. SD-02, Manufacturer's Catalog Data

1. Local exhaust equipment
2. HEPA Vacuums
3. Respirators
4. Automatic recording instrument for the measurement of pressure differential
5. Amended water
6. Safety Data Sheets (SDS) for all materials proposed for transport to the project site
7. Encapsulants
8. Fire Extinguishers
9. Scaffolding
10. Powered Man Lifts (Aerial Lifts)
11. Permit-Required Confined Space Entry Equipment

B. SD-08, Statements

1. Landfill approval
 - a. Submit written evidence that the landfill used for disposal is approved for asbestos by the USEPA and Pennsylvania regulatory agency(s). Submit waste shipment records, prepared in accordance with Federal regulations, signed and dated by an agent of the landfill, certifying the amount of asbestos materials delivered to the landfill, within 3 days after delivery.
2. Employee training
 - a. Submit certificates signed by each employee indicating that the employee has received training in the proper handling of materials and wastes that contain asbestos in accordance with 40 CFR 763; understands the health implications

and risks involved, including the illnesses possible from exposure to airborne asbestos fibers; understands the use and limits of the respiratory equipment to be used; and understands the results of monitoring of airborne quantities of asbestos as related to health and respiratory equipment as indicated in 29 CFR 1926.1101 on an initial and annual basis.

- b. Submit copies of appropriate training certificates and Pennsylvania licenses, with expiration dates, of all personnel to be involved in the asbestos control work.
- 3. Medical certification requirements
 - a. Provide a written certification for each worker and supervisor, signed by a licensed physician indicating that the worker and supervisor has met or exceeded all of the medical prerequisites listed herein and in 29 CFR 1926.1101 and 29 CFR 1910.134 as prescribed by law.
- 4. Waste shipment records and, if applicable, exemption report
- 5. Respiratory Protection Program
 - a. Submit a written program manual or operating procedure including methods of compliance with regulatory statutes.
- 6. Hazardous Waste Manifest

C. SD-12, Field Test Reports

- 1. Air sampling results
 - a. Complete fiber counting and provide results to the QP for review within 16 hours of the "time off" of the sample pump. Notify the QP and Owner immediately of any airborne levels of asbestos fibers in excess of the acceptable limits. Submit sampling results to the QP, the Owner, and the affected employees within 3 working days, signed by the person who performed the air sampling, the analyst that analyzed the sample and the QP. In no circumstance shall levels exceed 0.1 fibers per cubic centimeter.
- 2. Pressure differential automatic recording instrument for local exhaust system
 - a. Provide a local exhaust system that creates a negative pressure of at least 0.02 inches of water relative to the pressure external to the enclosure and operate it continuously, 24 hours a day, until the temporary enclosure of the asbestos control area is removed. Notify the QP and the Owner immediately of any variance in the pressure differential which could cause adjacent unsealed areas to have asbestos fiber concentrations in excess of 0.01 fibers per cubic centimeter or background whichever is higher. *Submit pressure*

differential recordings for each work day to the QP and Owner for review at the end of each work day.

3. Asbestos disposal quantity report
4. Clearance sampling

D. SD-13, Certificates

1. Show compliance with ANSI Z9.2 by providing manufacturers' certifications.
 - a. HEPA Vacuums
 - b. Water filtration equipment
 - c. Ventilation systems
 - d. Other equipment used to contain airborne asbestos fibers
 - e. Chemical encapsulants sealers

E. SD-18, Records

1. Notifications
 - a. Notify the QP, Owner and other appropriate Government and Pennsylvania agencies in writing 10 working days prior to the start of asbestos work as indicated in applicable laws, ordinances, criteria, rules, and regulations.
2. Rental equipment
 - a. Provide a copy of the written notification to the rental company concerning the intended use and possible asbestos contamination of the equipment.
3. Respirator program records
 - a. Submit records of the respirator program as required by ANSI Z88.2, 29 CFR 1910.134, and 29 CFR 1926.1101.
4. Permits and licenses

PART 2 - PRODUCTS

2.1 ENCAPSULANTS

Shall conform to current USEPA requirements, shall contain no toxic or hazardous substances as defined in 29 CFR 1926.59, and shall conform to the following performance requirements.

A. Removal Encapsulants

<u>Requirement</u>	<u>Test Standard</u>
Flame Spread-25, Smoke Emission-50	ASTM E 84
Life Expectancy-20 years	ASTM C 732 Accelerated Aging Test
Permeability-Minimum 0.4 perms	ASTM E 96

B. Lock-down Encapsulant

<u>Requirement</u>	<u>Test Standard</u>
Flame Spread:25, Smoke Emission-50	ASTM E 84
Life Expectancy: 20 years	ASTM C 732 Accelerated Aging Test
Permeability: Minimum 0.4 perms	ASTM E 96
Fire Resistance: Negligible effect on fire resistance rating over 3-hour test (Tested with fireproofing over encapsulant applied directly to steel member)	ASTM E 119
Bond Strength: 1459 N of force/meter (100 pounds of force/foot) (Tests compatibility with cementitious and fibrous fireproofing)	ASTM E 736

PART 3 - EXECUTION

3.1 EQUIPMENT

At all times, provide the QP with at least two complete sets of personal protective equipment, as required for entry to and inspection of the asbestos control area. Provide manufacturers' certificate of compliance for all equipment used to contain airborne asbestos fibers.

A. Respirators

1. The Contractor shall administer a respiratory protection program as required by OSHA (29 CFR 1910.134). The Contractor shall provide individual respirators, from those approved by the National Institute for Occupational Safety and Health (NIOSH), Department of Health and Human Services, for each employee. The

Contractor shall require all employees to wear Powered Air Purifying Respirators (PAPR) inside the work area for the duration of the project, or unless acceptable levels have been established through air sampling. The Contractor shall require that respiratory protection be used at all times there is any possibility of disturbance of asbestos-containing materials whether intentional or accidental, until the area has been cleared for re-occupancy. The Contractor shall not allow the use of single-use, disposal respirators for any purpose.

a. Respirators for Handling Asbestos Containing Materials

- 1) Provide personnel engaged in pre-cleaning, cleanup, handling, removal and demolition of asbestos materials with respiratory protection as indicated in 29 CFR 1926.1101 and 29 CFR 1910.134.

B. Exterior Whole-Body Protection

1. Outer Protective Clothing

- a. Provide personnel exposed to asbestos with disposable "non-breathable," whole body outer protective clothing, head coverings, gloves, and foot coverings. Provide disposable plastic or rubber gloves to protect hands. Cloth gloves may be worn inside the plastic or rubber gloves for comfort but shall not be used alone. Make sleeves secure at the wrists, make foot coverings secure at the ankles, and make clothing secure at the neck by the use of tape.

2. Work Clothing

- a. Provide cloth work clothes for wear under the outer protective clothing and foot coverings and either dispose of or properly decontaminate them after each use.

3. Eye Protection

- a. Provide goggles to personnel engaged in asbestos abatement operations when the use of a full-face respirator is not required.

C. Decontamination Units

1. Provide a temporary, negative pressure unit with a separate decontamination room and clean room with a shower, supplied with hot and cold water, that complies with 29 CFR 1926.51(f)(4)(ii) through (V) in between for personnel required to wear whole body protective clothing. Keep street clothing and street shoes in the clean room. HEPA vacuum and remove asbestos contaminated disposable protective clothing while still wearing respirators at the boundary of the asbestos work area and seal in impermeable bags or containers for disposal. Do not wear work clothing between home and work. Locate showers between the decontamination room and the clean room and require that all employees shower

before changing into street clothes. Collect used shower water and filter with approved water filtration equipment to remove asbestos contamination. Dispose of filters and residue as asbestos waste. Discharge clean water to the sanitary system. Dispose of asbestos contaminated work clothing as asbestos contaminated waste. Decontamination units shall be physically attached to the asbestos control area. Build both a personnel decontamination unit and an equipment decontamination unit onto and integral with each asbestos control area.

2. Equipment decontamination enclosure system shall consist of two (2) rooms, separated by a triple curtain. The room adjacent to the work area will be a wash room and the second room from the work area being a holding area directly connected or ramped to an enclosed truck or trailer for transportation.
3. Entry to and exit from airlocks and decontamination enclosure system chambers shall be through curtained doorways consisting of three sheets of overlapping polyethylene sheeting. One sheet shall be secured at the top and left side, the second sheet at the top and right side, and the third sheet at the top and left side. All sheets shall have weights attached to the bottom to ensure that the sheet hang straight and maintain a seal over the doorway when not in use.

D. Warning Signs and Labels

1. Provide warning signs printed in English at all approaches to asbestos control areas. Locate signs at such a distance that personnel may read the sign and take the necessary protective steps required before entering the area. Provide labels and affix to all asbestos materials, scrap, waste, debris, and other products contaminated with asbestos.
 - a. Warning Sign
 - 1) Provide vertical format conforming to 29 CFR 1926.200, and 29 CFR 1926.1101 minimum 20 by 14 inches displaying the following legend in the lower panel:

Legend	Notation
Danger	1-inch Sans Serif Gothic or Block
Asbestos	1-inch Sans Serif Gothic or Block
Cancer and Lung Disease Hazard	¼ inch Sans Serif Gothic or Block
Authorized Personnel Only	¼ inch Gothic
Respirators and Protective Clothing are Required in this Area	¼ inch Gothic

- 2) Spacing between lines shall be at least equal to the height of the upper of any two lines.

b. Warning Labels

- 1) Provide labels conforming to 29 CFR 1926.1101 of sufficient size to be clearly legible, displaying the following legend:

DANGER
CONTAINS ASBESTOS FIBERS
AVOID CREATING DUST
CANCER AND LUNG DISEASE HAZARD
BREATHING ASBESTOS DUST MAY
CAUSE SERIOUS BODILY HARM

E. Local Exhaust System

1. Provide a local exhaust system in the asbestos control area in accordance with ANSI Z9.2 and 29 CFR 1926.1101 that will provide at least four air changes per hour inside of the negative pressure enclosure. Local exhaust equipment shall be operated 24 hours per day, until the asbestos control area is removed and shall be leak proof to the filter and equipped with HEPA filters. Maintain a minimum pressure differential in the control area of minus 0.02 inches of water column relative to adjacent, unsealed areas. Provide continuous 24-hour per day monitoring of the pressure differential with a pressure differential automatic recording instrument. In no case shall the building ventilation system be used as the local exhaust system for the asbestos control area. Filters on exhaust equipment shall conform to ANSI Z9.2 and UL 586. The local exhaust system shall terminate out of doors and remote from any public access or ventilation system intakes.

F. Tools

1. Vacuums shall be leak proof to the filter and equipped with HEPA filters. Filters on vacuums shall conform to ANSI Z9.2 and UL 586. Do not use power tools to remove asbestos containing materials unless the tool is equipped with effective,

integral HEPA filtered exhaust ventilation systems. Remove all residual asbestos from reusable tools prior to storage or reuse.

G. Rental Equipment

1. If rental equipment is to be used, furnish written notification to the rental agency concerning the intended use of the equipment and the possibility of asbestos contamination of the equipment.

3.2 WORK PROCEDURE

A. Asbestos Abatement

1. Perform asbestos related work in accordance with 29 CFR 1926.1101, 40 CFR 61-SUBPART M, Allegheny County Article XXI, and as specified herein. Use wet removal procedures and negative pressure enclosure techniques. Personnel shall wear and utilize protective clothing and equipment as specified herein. Eating, smoking, drinking, chewing gum, tobacco, or applying cosmetics shall not be permitted in the asbestos work or control areas. Personnel of other trades not engaged in the removal and demolition of asbestos containing material shall not be exposed, at any time to airborne concentrations of asbestos unless all personnel protection and training provisions of this specification are complied with by the trade personnel. Shutdown the building heating, ventilating, and air conditioning system, cap the openings to the system, prior to the commencement of asbestos work. Disconnect electrical service when wet removal is performed and provide temporary electrical service with verifiable ground fault circuit interrupter (GFCI) protection prior to the use of any water. If an asbestos fiber release or spill occurs outside of the asbestos control area, stop work immediately, correct the condition to the satisfaction of the QP including clearance sampling, prior to resumption of work.
2. Worker Protection
 - a. All persons entering the work area shall wear disposable coveralls and NIOSH-approved respirators with HEPA filters. Workers will remove protective equipment prior to leaving the work area and proceed to a remote shower facility for final decontamination.

B. Protection of Existing Work to Remain

1. Perform work without damage or contamination of adjacent work. Where such work is damaged or contaminated, as verified by the QP using visual inspection or sample analysis, it shall be restored to its original condition or decontaminated by the Contractor at no expense to the Owner, as deemed appropriate by the QP. This includes inadvertent spill of dirt, dust, or debris in which it is reasonable to conclude that asbestos may exist. When these spills occur, stop work immediately. Then clean up the spill. When satisfactory visual inspection and air sampling results are obtained, work may proceed at the discretion of the QP.

C. Pre-cleaning

1. Wet wipe and HEPA vacuum all surfaces potentially contaminated with asbestos prior to the establishment of an enclosure.

D. Asbestos Control Area Requirements

1. Scaffolding and Aerial Lifts

- a. The use of scaffolding and aerial lifts may be required by the Contractor to access the asbestos-containing materials. All scaffolding shall be erected in accordance with OSHA standard 29 CFR 1926.451. No scaffold shall be erected, moved, dismantled, or altered except under the supervision of competent persons. All aerial lifts shall be used in accordance with OSHA standard 29 CFR 1926.453.

2. Negative Pressure Enclosure

- a. Block and seal openings in areas where the release of airborne asbestos fibers can be expected. Establish an asbestos negative pressure enclosure with the use of curtains, portable partitions, or other enclosures in order to prevent the escape of asbestos fibers from the contaminated asbestos work area. Negative pressure enclosure development shall include protective covering of uncontaminated walls, and ceilings with a continuous membrane of one layer, with an additional layer for all critical barriers, of minimum 6-mil plastic sheet sealed with tape to prevent water or other damage. Provide two (2) layers of 6-mil plastic sheet over floors and extend a minimum of 12 inches up walls. Seal all joints with tape. Provide local exhaust system in the asbestos control area. Openings will be allowed in enclosures of asbestos control areas for personnel and equipment entry and exit, the supply and exhaust of air for the local exhaust system and the removal of properly containerized asbestos containing materials. Replace local exhaust system filters as required to maintain the efficiency of the system.

E. Removal Procedures

1. Wet asbestos containing materials with a fine spray of amended water during removal, or other handling so as to reduce the emission of airborne fibers. Remove material and immediately place into 6-mil plastic disposal bags. ACM shall first be placed into 6 mil mesh reinforced bags. A second, leak-tight; 6-mil plastic bag shall fully contain the first bag. Remove asbestos containing material in a gradual manner, with continuous application of the amended water or wetting agent in such a manner that no asbestos material is disturbed prior to being adequately wetted. Where unusual circumstances prohibit the use of 6-mil plastic bags, submit an alternate proposal for containment of asbestos fibers to the QP for approval. Asbestos containing material shall be containerized while wet. At no time shall asbestos material be allowed to accumulate or become dry.

Lower and otherwise handle asbestos containing material as indicated in 40 CFR 61-SUBPART M.

2. All ACM is to be removed in manageable sections capable of containerization in six mil polyethylene bags and/or drums and is so contained at least once per eight (8) hour shift. Bags shall not be allowed to accumulated inside the containment area, rather should be transported to a roll-off box or trailer once per shift.

F. Air Sampling

1. Personal sampling for airborne concentrations of asbestos fibers shall be performed in accordance with 29 CFR 1926.1101, Pennsylvania regulations, and as specified herein, and shall be performed by the QP. Area sampling performed for environmental and quality control reasons shall be performed by the QP. Unless otherwise specified, use NIOSH Method 7400 for sampling and analysis. Monitoring may be duplicated by the Owner. If the air sampling results obtained by the Owner differs from those results obtained by the Contractor, the Owner will determine which results will be accepted.
 - a. Sampling Prior to Asbestos Work
 - 1) Provide area air sampling and establish the baseline one day prior to the masking and sealing operations for each removal site. Establish the background by performing area sampling in similar but uncontaminated sites in the building.
 - b. Sampling During Asbestos Work
 - 1) The QP shall provide personal sampling as indicated in 29 CFR 1926.1101 and governing regulations. At the same time the QP will provide area sampling close to the work, inside the enclosure, outside the clean room entrance to the enclosure, and at the exhaust opening of the local exhaust system. In addition, provided the same type of work is being performed, the QP will provide area sampling once every work shift, close to the work inside the enclosure, outside the clean room entrance to the enclosure, and at the exhaust opening of the local exhaust system. If sampling outside the enclosure shows airborne levels have exceeded background or 0.01 fibers per cubic centimeter, whichever is greater, stop all work, and correct the condition(s) causing the increase. Where alternate methods are used, perform personal and area air sampling at locations and frequencies that will accurately characterize the evolving airborne asbestos levels.
 - 2) Clearance Sampling: The air monitoring consultant will provide area air sampling for asbestos fibers using aggressive air sampling techniques as defined in the ACHD Article XXI regulations and establish an airborne asbestos concentration of less than 0.01 fibers per cubic centimeter.

c. Sampling after Final Clean-Up (Clearance Sampling)

- 1) The QP will provide area air sampling for asbestos fibers using aggressive air sampling techniques as defined in the EPA 560/5-85-024 and establish an average asbestos concentration of establish an airborne asbestos concentration of less than 0.01 fibers per cubic centimeter for PCM analysis or 70 structures/square mm for TEM analysis, after final clean-up but before removal of the enclosure or the asbestos work control area. After final cleanup, and the asbestos control area is dry prior to clearance sampling, the QP shall perform a visual inspection in accordance with ASTM E 1368 to ensure that the asbestos control and work area is free of any accumulations of dirt, dust, or debris. Prepare a written report signed and dated by the QP documenting that the asbestos control area is free of dust, dirt, and debris and all waste has been removed. The QP will then collect at least five (5) air samples in full containments areas, and at least three (3) air samples in mini containments. A minimum volume of 1,500 liters of air per sample will be collected, using aggressive sampling techniques in accordance with ACHD Rules and Regulations, Article XXI. The asbestos fiber counts from these samples shall be less than 0.01 fibers per cubic centimeter (f/cc) for PCM analysis or an average of 70 structures/square mm for TEM, as analyzed by the AHERA criteria, unless otherwise stated. **For final clearance average air sample results greater than 70 structures/square mm per TEM analysis or 0.01 f/cc per PCM analysis, the Contractor shall re-clean the area and shall repeat: final clearance inspection, final clearance air sampling, and laboratory analysis of the final clearance air samples at the Contractor's expense.**

G. Lock-Down

1. Prior to removal of plastic barriers and after pre-clearance cleanup of gross contamination, the QP shall conduct a visual inspection of all areas affected by the removal, in accordance with ASTM E 1368, to inspect for any visible fibers. A post removal (lock-down) encapsulant shall then be spray applied to ceiling, walls, floors and other areas exposed in the removal area. The exposed area shall include but not be limited to plastic barriers, furnishings and articles to be discarded as well as dirty change room, air locks for bag removal and decontamination chambers.

H. Site Inspection

1. While performing asbestos engineering control work, the Contractor shall be subject to on-site inspection by the QP. If the work is found to be in violation of this specification, the QP will issue a stop work order, to be immediately in effect and remain in effect, until the violation is resolved. All related costs including standby time required to resolve the violation shall be at the Contractor's expense.

I. Final Clearance Inspection

1. Following final visual inspections, lockdown, and final clearance air sampling and satisfactory results (all clearance samples below 0.01 fibers per cubic centimeter), the ACHD will perform a final clearance inspection in accordance with Article XXI. If the final clearance inspection is not acceptable to the ACHD, the Contractor must remedy all deficiencies. All related costs including re-sampling, air sample analysis, standby time, required to resolve the violation/deficiencies, and ACHD re-inspection fees shall be at the Contractor's expense.

3.3 CLEAN-UP AND DISPOSAL

A. Housekeeping

1. Essential parts of asbestos dust control are housekeeping and clean-up procedures. Maintain surfaces of the asbestos control area free of accumulations of asbestos fibers. Give meticulous attention to restricting the spread of dust and debris; keep waste from being distributed over the general area. Use HEPA filtered vacuum cleaners. **DO NOT BLOW DOWN THE SPACE WITH COMPRESSED AIR.** When asbestos removal is complete, all asbestos waste is removed from the worksite, final clean-up is completed, and the final clearance air samples are less than 0.01 f/cc, the QP will attest that the area is safe before the signs can be removed. After final clean-up and acceptable airborne concentrations are attained, but before the HEPA unit is turned off and the enclosure removed, remove all pre-filters on the HEPA unit and provide new pre-filters. Dispose of filters as asbestos contaminated materials. The QP will visually inspect all surfaces within the enclosure for residual material or accumulated dust or debris. The Contractor shall re-clean all areas showing dust or residual materials. If re-cleaning is required, air sample and establish an acceptable asbestos airborne concentration after re-cleaning. The QP must agree that the area is safe, in writing, before unrestricted entry will be permitted. The Owner shall have the option to perform monitoring to determine if the areas are safe before entry is permitted.

B. Title to Materials

1. All waste materials, except as specified otherwise, shall become the property of the Contractor and shall be disposed of as specified in applicable Pennsylvania and Federal regulations, and as specified herein.

C. Disposal of Asbestos

1. Procedure for Disposal

- a. Collect asbestos waste, asbestos contaminated water, scrap, debris, bags, containers, equipment, and asbestos contaminated clothing which may produce airborne concentrations of asbestos fibers and place in sealed fiber-proof, waterproof, non-returnable containers (e.g. double plastic bags 6-mils

thick, mesh reinforced 6 mil plastic bags, cartons, drums or cans). Wastes, within the containers, must be adequately wet, in accordance with 40 CFR 61-SUBPART M. Affix a warning and Department of Transportation (DOT) label to each container including the bags or use at least 6-mils thick bags with the approved warnings and DOT labeling preprinted on the bag. The name of the waste generator and the location at which the waste was generated shall be clearly indicated on the outside of each container. Prevent contamination of the transport vehicle (especially if the transport vehicle is a rented truck likely to be used in the future for non-asbestos purposes). These precautions include lining the vehicle cargo area with 6-mil plastic sheeting (similar to work area enclosure) and thorough cleaning of the cargo area after transport and unloading of asbestos debris is complete. Dispose of waste asbestos material at an Environmental Protection Agency (EPA) or State-approved asbestos landfills off Owner property. For temporary storage, store sealed impermeable bags in asbestos waste drums or skids. An area for interim storage of asbestos waste-containing drums or skids will be assigned by the Owner. This area must be lined with 6-mil plastic sheeting and placed under negative pressure for the duration of the interim storage. Procedure for hauling and disposal shall comply with 40 CFR 61-SUBPART M and Pennsylvania standards. Sealed plastic bags may be dumped from drums into the burial site unless the bags have been broken or damaged. Damaged bags shall remain in the drum and the entire contaminated drum shall be buried. Uncontaminated drums may be recycled. Workers unloading the sealed drums shall wear appropriate respirators and personal protective equipment when handling asbestos materials at the disposal site.

2. Asbestos Disposal Quantity Report

- a. Direct the QP to record and report, the amount of asbestos containing material removed and released for disposal. Deliver the report for the previous day at the beginning of each day shift with amounts of material removed during the previous day reported in linear meters or square meters (linear feet or square feet) as described initially in this specification and in cubic meters (feet) for the amount of asbestos containing material released for disposal. Allow the QP to inspect, record, and report the amount of asbestos containing material removed and released for disposal on a daily basis, and waste manifest numbers before transporting waste.

3.4 LEAD-BASED PAINT

A. General Requirements

1. Painted materials contain lead. Sampling and testing has been completed and the results are summarized in survey reports included in Appendix B. The Contractor is responsible for reviewing these reports and become familiar with the lead hazards present and take any necessary precautions. In accordance with 29 CFR 1926.62, all Contractors are required to notify all employees involved in the

construction, alteration and/or repair of lead-containing building components, regardless of the exposures, of the presence of lead, prior to project commencement. The Contractors are also required to conduct an initial Employee Exposure Assessment in accordance with 29 CFR 1926.62 (d)(1)(i).

2. Any torch cutting, sanding, or grinding of painted materials that contain lead (metal, piping, etc.) required for demolition, shall be completed in accordance with 29 CFR 1926.62 or other applicable Federal, State, and local regulations.

3.5 HAZARDOUS MATERIALS

A. General

1. All hazardous materials shall be collected and removed from the building prior to the commencement of renovation activities. The Contractor shall be responsible for determining the quantities of the additional hazardous materials in sections 3.5 through 3.10 of this specification based on their investigation of the site during the Pre-Bid site walk through or otherwise. Use only properly trained personnel to handle and remove stored hazardous materials, abiding by all Federal and Pennsylvania regulations. The cost of handling and disposing or recycling of the stored materials shall be addressed under the allowance in Bid Item C.27 Testing, Containment, and Removal of Miscellaneous Hazardous Material as Direct by Owner.
2. The Contractor is responsible for any clean-up, decontamination, or remediation of contamination caused by the handling, storage, or transportation activities.

B. Disposal

1. Materials shall be disposed of or recycled in accordance with USEPA and Pennsylvania regulations and guidelines. The Contractor shall provide proof of disposal or recycling of the stored materials. The Contractor shall retain receipts from the waste disposal or recycling facility for materials disposed or recycled, and submit copies to the Owner.

3.6 MERCURY-CONTAINING FLUORESCENT LAMPS, THERMOSTATS, & EQUIPMENT

A. General

1. All mercury-containing lamps, thermostats, switches, and equipment shall be removed from the buildings prior to the commencement of demolition activities. The term lamp refers to mercury-containing lamps, including fluorescent bulbs, metal halide, high-pressure halide, high-pressure sodium, and mercury-vapor lamps. All mercury-containing lamps, thermostats, switches, and equipment must be handled, stored, and transported in such a manner that they are protected from damage and not broken. The cost of the removal and disposal of mercury-containing lamps, thermostats, and equipment shall be addressed under the

allowance in Bid Item C.27 Testing, Containment, and Removal of Miscellaneous Hazardous Material as Direct by Owner.

2. The Contractor is responsible for any clean-up, decontamination, or remediation of mercury contamination caused by the handling, storage, or transportation activities.

B. Disposal

1. Mercury-containing lamps, thermostats, switches, and equipment shall be disposed of or recycled in accordance with USEPA and Pennsylvania universal waste regulations and guidelines. The Contractor shall provide proof of disposal or recycling of mercury-containing lamps, thermostats, switches, and equipment. The Contractor shall retain receipts from the waste disposal or recycling facility, for materials disposed or recycled and submit copies to the Owner.

3.7 POLYCHLORINATED BIPHENYLS (PCB)-CONTAINING FLUORESCENT LAMP BALLASTS, TRANSFORMERS, AND OTHER EQUIPMENT.

A. General

1. Fluorescent lamp ballasts or other equipment containing polychlorinated biphenyls (PCBs) may be encountered in structures in the demolition area. Fluorescent lamp ballasts should be considered to be PCB-containing unless it is determined otherwise through identification labels or analytical testing for PCB content. Ballasts manufactured through 1979 contain PCBs. Ballasts manufactured after 1979 that do not contain PCBs should be labeled "No PCBs." If a ballast is not labeled "No PCBs," it is assumed to contain PCBs. The cost of the removal and disposal of PCB-containing fluorescent lamp ballasts, transformers, or other equipment shall be addressed under the allowance in Bid Item C.27 Testing, Containment, and Removal of Miscellaneous Hazardous Material as Direct by Owner.
2. Any transformer or other oil-containing equipment, labeled as containing greater than 50 parts per million (ppm) of PCBs, shall be handled and disposed of as waste oil, following all USEPA and Pennsylvania regulations and guidelines.
3. The Contractor is responsible for any clean-up, decontamination, or remediation of PCB contamination caused by the handling, storage or transportation activities.

B. Removal

1. All PCB-containing fluorescent lamp ballasts, transformers, and other PCB-containing equipment shall be removed from each structure prior to the commencement of demolition activities. All PCB-containing fluorescent lamp ballasts, transformers, and other equipment must be handled, stored and transported in such a manner that they are protected from damage and not broken. Leaking PCB-containing ballasts, transformers, or other equipment are considered

PCB waste and must be disposed of by incineration at a USEPA-approved PCB incinerator. All materials that contact leaking PCB-containing ballast, transformers, or equipment are considered PCB waste and must be disposed of by incineration at a USEPA-approved PCB incinerator. Use only properly trained personnel and contractors to handle and dispose of leaking PCB-containing ballasts, transformers, or other equipment.

C. Disposal

1. PCB-containing fluorescent lamp ballasts, transformers, and other PCB-containing equipment shall be disposed of in accordance with USEPA and Pennsylvania hazardous waste regulations and guidelines. The Contractor shall provide proof of disposal of PCB-containing fluorescent lamp ballasts, transformers, or other equipment. The Contractor shall retain receipts from the waste disposal facility for material disposal and submit copies to the Owner. Signed manifests must be returned within 45 days of disposal.

3.8 CHLOROFLUOROCARBONS (CFCs)

A. General

1. All chlorofluorocarbons (CFCs) shall be purged from the equipment prior to the commencement of demolition activities. Use only properly licensed personnel and Contractors to handle and purge the CFCs, abiding by all Federal and Pennsylvania regulations. The cost of handling and purging of the CFCs shall be addressed under the allowance in Bid Item C.27 Testing, Containment, and Removal of Miscellaneous Hazardous Material as Direct by Owner.
2. The Contractor shall affix proper labels to all purged equipment. The Contractor shall provide written and signed documentation that all CFCs have been purged and the equipment has been properly labeled. Copies of this documentation shall be submitted to both the Owner.

3.9 BATTERIES (NICAD, LEAD-ACID, ETC.)

A. General

1. All batteries, located in exit signs, emergency lighting units, and equipment, shall be properly removed and disposed of prior to demolition activities. Use only properly trained personnel and Contractors to handle and dispose of the batteries, abiding by all Federal and Pennsylvania regulations. The cost of handling and disposing of the NiCAD and lead-acid batteries shall be addressed under the allowance in Bid Item C.27 Testing, Containment, and Removal of Miscellaneous Hazardous Material as Direct by Owner.
2. The Contractor is responsible for any clean-up, decontamination, or remediation of contamination caused by the handling, storage or transportation activities.

B. Disposal

1. Disposal of the batteries shall be in accordance with USEPA and Pennsylvania universal waste regulations and guidelines. The Contractor shall provide proof of disposal or recycling of the batteries. The Contractor shall retain receipts from the waste disposal facility for material disposal and submit copies to the Owner.

3.10 EQUIPMENT OILS AND FLUIDS

A. General

1. All non-PCB equipment oils and fluids shall be drained and purged from the equipment prior to the commencement of demolition activities. Use only properly trained personnel and contractors to handle and drain the oils and fluids, abiding by all Federal and Pennsylvania regulations. The cost of handling, draining, and disposing or recycling of the oils and fluids shall be addressed under the allowance in Bid Item C.27 Testing, Containment, and Removal of Miscellaneous Hazardous Material as Direct by Owner.
2. The Contractor is responsible for any clean-up, decontamination, or remediation of contamination caused by the handling, storage, or transportation activities.

B. Disposal

1. Equipment fluids shall be disposed of or recycled in accordance with USEPA and Pennsylvania regulations and guidelines. The Contractor shall provide proof of disposal or recycling of the oils or fluids. The Contractor shall retain receipts from the waste disposal or recycling facility for materials disposed or recycled and submit copies to the Owner.

END OF SECTION

**SECTION 03 30 00
CAST-IN-PLACE CONCRETE**

PART 1 – GENERAL

1.1 SECTION INCLUDES

- A. Basic manufactured material requirements for cement concrete for pavement structures.

1.2 SUBMITTALS

- A. Mix Design Data: Submit mix design for acceptance prior to start of Work. Do not change an accepted design unless approved by the Owner.

1.3 QUALIFICATIONS

- A. Provide concrete from a plant approved in PennDOT Bulletin 42 or approved by the Owner.

1.4 GENERAL

- A. All concrete and grout and all ingredients thereof, including water, shall be subject to the approval of the Owner.
- B. All concrete to be used in this work shall be plant or truck mixed concrete conforming to the requirements of PennDOT Publication 408 Specifications, Section 704. Bag mixes are not to be used unless approved by the Owner.
- C. The component materials of the concrete required under this section shall meet the following requirements.
 - 1. Portland Cement shall conform to the latest revision of ANSI/ASTM C 150, Type I/II and Type III.
 - 2. Air-Entraining Portland Cement shall conform to the latest revision of ANSI/ASTM C 175, Type IA and Type IIIA.
 - 3. All admixtures shall be approved by the Owner and shall be added to the concrete in strict accordance with the recommendation of the manufacturer.
 - 4. An air entraining admixture shall be added to all concrete for structures subjected to freeze-thaw conditions, such as sidewalks, outside liquid containing or liquid conveying vessels, concrete walls and roofs exposed to weather, etc. Admixture shall be added to the concrete to produce 5% air content. Air content shall not

vary more than 1% from the specified amount. An admixture similar to Type B or Type D, ANSI/ASTM C 494 (latest revision), shall be added to all concrete unless otherwise approved by the Owner. This admixture shall contain no calcium chloride or triethanolamine.

- D. The Contractor must obtain the approval of the Owner for the type to be used prior to the making of the trial mixes and further provided that they meet the requirements hereinafter specified.

1.5 ENVIRONMENTAL REQUIREMENTS

A. Mixing Conditions.

1. During Cool and Cold Weather. When the air temperature is forecast by the local weather bureau to descend to 40°F or lower, at any time during the day or night of the 24 hour period following the placing of concrete, or when concrete is to be placed at air temperatures below 40°F, use an acceptable method to assure the aggregate is free of frozen lumps and at a temperature of not less than 40°F, nor more than 100°F, at the time of charging into the mixer. Heat mixing water, when required, but not in excess of 150°F. Do not permit water with a temperature in excess of 90°F to come in contact with the cement, until the cement has been mixed with the aggregates. Deliver concrete to the work at a concrete temperature of 50 degrees F or more, but not more than 90°F. Open flame or other open direct heating devices will not be permitted on the mixer.
2. During Hot Weather. In hot weather, cool the aggregates and the mixing water, as necessary, to maintain the concrete temperature within 50°F to 90°F, at the time of placing.
3. Retarding Admixtures. Retarding admixture may be used, may be specified in the proposal, or may be directed to be used, when any of the following conditions are anticipated: rapid drying of the concrete, as a result of low humidity; high winds; high air temperatures; or combinations of these adverse conditions. Adjust the proportions of the design, as required, but do not use the retarder to replace any portion of the specified volume of cement. Use a retarder that is available in sufficient quantities to provide the required degree of retardation under the prevailing weather conditions at the time of concrete placement. Retarders may only be used with written permission from the Owner.

PART 2 – PRODUCTS

2.1 CONCRETE MIX

- A. The Contractor shall use PennDOT Class “AAA” concrete for all exposed concrete including sidewalks, curbs and concrete street pavement.
- B. PennDOT Class “AA” concrete shall be used for concrete paving base.
- C. High early strength concrete (PennDOT Classes “HES”) shall be used where specified or as directed.
- D. Flowable Backfill Type C or D as specified in PennDOT Publication 408 Specifications Section 220.
- E. If the use of Super High Early Strength Concrete (SHES) is desired to expedite the work, the Contractor may use, at his own expense approved chemical admixtures with the approval of the Owner. Super High Early Strength Concrete shall be used only when permitted by the Owner. In a few circumstances, the Owner may request the use of SHES to expedite the work. No additional payment will be made to the Contractor for the use of SHES Concrete or on related pay items such as maintenance and protection of traffic. Contractor is advised that SHES Concrete will be subject to strength and durability testing at the discretion of the Owner. All testing costs shall be borne by the Contractor.

The tests for any class of concrete may include any or all of the following:

Strength of Concrete

ASTM C 39/42	Compressive Strength Test
ASTM C 880	Splitting Tensile Strength
ASTM C 78	Flexural Strength (Third-Point Loading)
ASTM C 293	Flexural Strength (Center-Point Loading)

Durability of Concrete

ASTM C 856	Petro-graphic Examination of Hardened Concrete (Overall Composition & Quality of Concrete)
ASTM C 457	Air-void Analyses of Hardened Concrete
ASTM C 666	Freeze-Thaw Durability

ASTM C 672	Scaling Resistance
ASTM C 1202	Resistance to Chloride Penetration
ASTM C 1152	Acid-soluble Chloride Analyses of Mortar and Concrete
ASTM C 856	Depth of Carbonation in Concrete

The above tests will be performed within 24 hours of notification by the Owner.

2.2 CONCRETE MIX PROPERTIES

A. Class AA:

1. Minimum allowable seven-day compressive strength: 3,000 psi.
2. Minimum allowable 28-day compressive strength: 4,000 psi.
3. Shall be dyed red for use in backfill of electrical conduits.

B. Class AAA:

1. Minimum allowable seven-day compressive strength: 3,600 psi.
2. Minimum allowable 28-day compressive strength: 4,500 psi.

C. Class HES:

1. Minimum allowable three-day compressive strength: 2,000 psi.
2. Minimum allowable 28-day compressive strength: 4,000 psi.

D. Super High Early Strength Concrete (Only when approved by the Owner):

1. Minimum allowable four-hour compressive strength: 600 psi.
2. Minimum allowable 24-hour compressive strength: 3,000 psi.
3. Minimum allowable 28-day compressive strength: 5,000 psi.

E. Maximum allowable slump: four inches for structural concrete.

F. Coarse aggregate: PennDOT Type A #57 or #67.

G. Fine aggregate: PennDOT Type A Highway Sand.

H. The concrete mix shall be proportioned in accordance with the latest revision of ANSI/ACI 304 and ANSI/ACI C94, Paragraph 5, Alternate No. 2.

- I. High early strength concrete must use Type III cement in accordance with the latest revision of ASTM C150, or 25% additional Type I cement in accordance with the latest revision of ASTM C150, or Type I cement plus approved accelerating admixture in accordance with the latest revision of ASTM C494.
- J. Super High Early Strength Concrete shall conform to additional use of Type I or Type III cement in accordance with the latest revision of ASTM C150 plus approved accelerating admixture in accordance with the latest revision of ASTM C494. Physical properties of SHES concrete shall conform with the manufacturer's product specifications and ASTM C494.

PART 3 – EXECUTION

3.1 GENERAL

- A. The Contractor shall notify the Owner at least 24 hours in advance of each concrete pour. No concrete shall be poured until the excavations and reinforcement have been approved by the Owner. No concrete shall be deposited upon frozen, loose or otherwise unstable ground.
- B. Duplicate customer's invoice slips must be provided for the use of the Construction Manager. Each slip must be stamped with the time the truck was loaded at the plant site.
- C. Placing of the concrete shall be performed in accordance with the latest revision of ANSI/ACI 304, Sections V and VI, and all applicable portions of said standards shall apply. No concrete shall be poured in spaces where debris, oil or water are present. Approval of forms and reinforcement by the Owner shall be obtained before concrete is placed. All concrete used in manhole bottoms, pavement replacement, pipe cradle or encasement, and for similar purposes, shall be thoroughly vibrated with approved mechanical vibrating equipment.
- D. The Contractor shall take all necessary precautions to ensure that concrete placed during hot or cold weather is not damaged by the extremities of temperature. To this end he shall place the concrete in accordance with ACI 305R and 306R. No concrete will be accepted which fails to meet the requirements of 1.05, above.
- E. Forms shall conform to the shape, lines, grades and dimensions as called for on the drawings. They shall be sufficiently tight to prevent leakage of mortar and shall be properly braced and tied so as to prevent movement and to maintain the desired shape.

F. Reinforcement:

1. Metal reinforcement shall be placed in accordance with the latest revision of ANSI/ACI 318, except as otherwise noted herein and accurately positioned in accordance with the information on the drawings.
2. Protective concrete cover shall be as required in the latest revision of ANSI/ACI 318. Reinforcement shall be secured against displacement by using annealed iron wire ties or suitable clips at intersections, and shall be supported by concrete or metal supports, spacers, or metal hangers.

END OF SECTION

**SECTION 03 39 00
CONCRETE CURING**

PART 1 – GENERAL

1.1 REFERENCES

A. The following is a list of standards which may be referenced in this section:

1. American Society for Testing and Materials (ASTM): C309 19, Liquid Membrane-Forming Compounds for Curing concrete.

1.2 SUBMITTALS

A. Shop Drawings:

1. Curing methods proposed.
2. Manufacturers' data for the following products:
 - a. Curing compound.

B. Quality Control Submittals:

1. Curing Compound: Manufacturer's Certificate of Compliance showing moisture retention requirements.

PART 2 – PRODUCTS

2.1 MATERIALS

A. Curing Compound:

1. Liquid Membrane-Forming Curing Compound, Clear or White. ASTM C309, Type 1-D, clear or translucent and containing a red fugitive dye; Type 2, white pigmented.
2. Liquid Membrane-Forming Curing Compound, White, Poly-alpha-methylstyrene (PAMS). ASTM C309, Type 2, Class B
 - a. Complies with all current federal, state, and local maximum allowable VOC requirements.
 - b. Capable of meeting moisture retention with one coat.

3. Manufacturers and Products:

- a. Master Builders Co., Masterkure 107.
- b. W.R. Meadows, 1600-White.
- c. No "or equal" or substitute products will be considered.

B. Water: Clean and potable, containing less than 50 ppm of chlorides.

PART 3 – EXECUTION

3.1 CURING OF CONCRETE

A. Use one of the following methods as approved by the Owner:

1. Slabs and Curbs:

- a. Method 1: Protect surface by water ponding for seven (7) calendar days after placement.
- b. Method 2: Cover with burlap or cotton mats and keep continuously wet for seven (7) calendar days.
- c. Method 3: Cover with 1 inch layer of wet sand, earth, or sawdust, and keep continuously wet for seven (7) calendar days.
- d. Method 4: Continuously sprinkle exposed surface for seven (7) calendar days.
- e. Where water curing for slabs during cold weather is not possible, use a curing compound at twice the manufacturer's recommended coverage per gallon.
- f. Protect slabs during cold weather with plastic sheets or other material inside required heated enclosure if foot traffic is permitted on slabs.

B. Use only water curing on potable water structures.

C. Use only water curing methods where solvents in the curing compounds are prohibited by state or federal air quality laws.

- D. Use only water curing where additional finishes such as clear sealer, hardeners, painting, and other special coatings are required.

END OF SECTION

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**SECTION 26 05 00
ELECTRICAL WORK**

PART 1 – GENERAL

NOTE: THE REQUIREMENTS IN PART 1 OF THIS SPECIFICATION APPLY TO ALL PORTIONS OF THE WORK DESIGNED BY MOTT MACDONALD AND DUQUESNE LIGHT COMPANY (DLC).

1.1 SUMMARY

A. Section Includes:

1. General work description and requirements for electrical work included in this contract.
2. Raceways, fittings and boxes.
3. Earthwork, ductbanks.

1.2 REFERENCES

- A. Reference to various codes and standards are a minimum installation requirements standard. In case(s) of discrepancy between the Contract Documents and the NEC, the stricter requirement shall apply.
- B. The installation shall follow standard workmanlike requirements for electrical work.
- C. All work, equipment, and materials furnished shall conform with the existing rules, requirements, and specifications of the Insurance Rating Organization having jurisdiction, the NEC, the National Electric Manufacturer's Association (NEMA), the Underwriters Laboratories (U.L.), and the respective utilities.
- D. All material and equipment shall bear the inspection labels of Underwriters Laboratories, unless otherwise allowed by the Consulting Engineer in writing and if the material and equipment is of the class inspected by said laboratories. All labeling shall be for the intended usage.
- E. The Contractor shall be held responsible for adherence to all rules, requirements, and specifications as set forth above. Any additional work or material necessary for adherence will not be allowed as an extra but shall be included in the bid price. Ignorance of any rule, requirement, or specification shall not be allowed as an excuse for non-conformity. Acceptance by the Owner or Engineer does not relieve the Contractor from the expense involved for the correction of any errors which may exist in the drawings submitted or in the satisfactory operation of any equipment.

1.3 SUBMITTALS

- A. Submit shop drawings under provisions of Section 01 33 00, Submittals.
- B. The Engineer's approval shall be obtained for all equipment and material for which shop drawings are required before delivery to the job site. Delivery, storage or installation of equipment or material which has not had prior approval will not be permitted at the job site.
- C. Provide product data submittals for all conduit, seal offs, and all other electrical equipment as listed in other sections.

1.4 RECORD DRAWINGS

- A. In addition to the requirements of Section 01 78 39, Contract Closeout, regarding record drawings, prepare and submit marked-up field record drawings, which shall include all addenda items and changes made during construction, to the Engineer prior to final Submittals acceptance. Additionally, submit record drawings consisting of the following types of drawings:
 - 1. Contractor's As-built Drawings - Provide an electronic copy of electrical as-built drawings of the Contract Drawings with all field notes and comments to illustrate actual construction conditions. As-built drawings shall include all addenda items issued during bidding and all other changes to the documents that occurred during construction. Drawing to be titled "Contractor's As-built Drawing, Prepared by: (name of Contractor) , Date Issued: ." Electronic copies of the as-bid set of Contract Drawings will be provided to the Contractor for use in record drawing preparation. Contractor shall modify the as-bid set of drawings for record drawings. All drawings shall be prepared using AutoCAD drafting; no paste-on information will be allowed.
- B. Drawings shall show all concealed conduits including ductbanks that cannot be shown clearly on the marked-up field set. All underground conduit routings and ductbanks shall be dimensioned from aboveground structures.

1.5 FINAL INSPECTION AND TESTING

- A. After the electrical installation is complete, the Contractor shall deliver to the Engineer the following information with his request for final inspection.
 - 1. One set of contract drawings marked to show all significant changes in equipment locations, alterations in locations of conduit runs, or of any data differing from the contract drawings.
 - 2. Certificates of final inspection from local authorities having jurisdiction.
 - 3. Certifications of final inspection from Duquesne Light Company (DLC).

1.6 EQUIPMENT PROTECTION

- A. Equipment and material shall be delivered to the site in new, unused condition in original packaging. Contractor shall be responsible to store equipment and protect against damage, theft, dirt, moisture and temperature extremes.
- B. Damaged equipment, as determined by the Owner and/or the Engineer, shall either be repaired to new condition or replaced with new equipment.

1.7 EQUIPMENT INSTALLATION AND REQUIREMENTS

- A. Equipment and Material:
 - 1. Equipment and material shall be designed to assure satisfactory operation and operating life for environmental conditions where it is being installed. These specifications, the NEC and other Code requirements shall apply to the installation in areas requiring special protection; i.e., hazardous, wet or corrosive area/location, and weatherproof construction.
- B. Rigging and Moving Equipment:
 - 1. Contractor and his subcontractors shall exercise extreme care and caution in moving and installing equipment. Skilled riggers shall be employed to move any equipment over 300 lbs. or of sufficient bulk. Proper falsework, skids, blocking, runways, supports of new or existing work, or other devices shall be employed when moving or placing equipment.

PART 2 – PRODUCTS

NOTE: THE REQUIREMENTS IN PART 2 OF THIS SPECIFICATION APPLY TO PORTIONS OF THE WORK DESIGNED BY MOTT MACDONALD. FOR MATERIAL REQUIREMENTS ASSOCIATED WITH WORK DESIGNED BY DLC, REFER TO THE DLC PREPARED SUPPLEMENTARY INFORMATION.

2.1 RACEWAYS, FITTINGS AND BOXES

A. Raceways:

NOTE: Raceway types identified are taken from the Owner's standards. Those raceway types identified to be "not applicable" have been removed for clarity.

- 1. Type D – Rigid Non-metallic Conduit Schedule 40 and Schedule 80 Polyvinyl Chloride (PVC):
 - a. PVC conduit schedule (thickness) shall be as shown on the Drawings.

- b. This conduit shall be used in ductbanks. This type of conduit shall be not used for stub-ups from ductbanks. Stub-ups shall be Type E.
 - c. Description - Rigid, non-metallic conduit, shall be rigid PVC, Schedule 40 and Schedule 80 and shall conform to Federal Specifications W-C-1094 and Underwriters Laboratories, Inc. Standard UL 651.
 - d. Manufacturers:
 - 1) Pittsburgh Standard (RobRoy Industries).
 - 2) Allied.
 - 3) Carlon
 - 4) Or Engineer Approved Equal.
2. Type E – PVC-Coated Rigid Steel Conduit with an Interior Urethane Coating:
- a. Description – PVC-coated, rigid steel conduit. Shall conform to Federal Specification WW-C 581D and be coated with a heat polymerizing adhesive prior to plastic coating. PVC coating shall be applied by plastisol method. The PVC coating shall be gray, minimum 40 mils thick, bonded to the outside and continuous over the entire length of the conduit except at the threads, and be free of blisters, bubbles, or pinholes. The interior coating shall be a factory-applied two-part 2 mil thick chemically cured hot dipped urethane coating. The conduit shall conform to NEMA Standard No. RN 1 - 2018.
 - b. Manufacturers:
 - 1) Pittsburgh Standard (RobRoy Industries).
 - 2) Ocal
 - 3) Or Engineer Approved Equal.

B. Conduit Fittings:

- 1. All Fittings: Cast-type material and coatings shall match conduit system it is to be used with.
- 2. Covers shall be of the same material as the fittings to which they are attached. Provide gaskets for exterior use and for interior wet areas.

C. Elbows:

- 1. Factory made by same manufacturer as couplings or conduit. Material to match conduit system it is to be used with.

D. Miscellaneous:

1. Nipples, Raceway Caps, Locknuts, and Bushings: Factory made; material to match conduit system it is to be used with.

2.2 EARTHWORK

- A. Contractor shall provide all ductbanks and site restoration as indicated on the Drawings and related sections indicated above. Concrete shall be 4000 psi and dyed red at the factory.

PART 3 - EXECUTION

NOTE: THE REQUIREMENTS IN PART 3 OF THIS SPECIFICATION APPLY TO PORTIONS OF THE WORK DESIGNED BY MOTT MACDONALD. FOR EXECUTION REQUIREMENTS ASSOCIATED WITH WORK DESIGNED BY DLC, REFER TO THE DLC PREPARED SUPPLEMENTARY INFORMATION.

3.1 CONDUIT INSTALLATION

A. Conduit System Fabrication:

1. Conduit Bends and Elbows:
2. PVC-Coated Rigid Steel Conduit Systems (Types E)
 - 1) Heating metal conduit to facilitate bending is strictly prohibited.
 - 2) Use manufactured elbows for all bends in Type E conduit systems.
 - 3) Make all bends with radius no less than NEC requirement.
 - 4) Apply vendor approved PVC spray for all exposed threads, cuts, etc. in Type E conduit systems.
 - 5) Installers of Type E PVC-coated rigid steel conduit shall be trained and certified in the proper installation techniques provided by the PVC-coated conduit system manufacturer.
- 6) Rigid Non-Metallic Systems (Type D):
 - a) Join non-metallic conduit using cement as recommended by manufacturer. Wipe non-metallic conduit with appropriate cleaner, then dry before joining. Apply full even coat of cement to entire area inserted in fitting. Allow joint to cure for 20 minutes, minimum.

- b) Field bending of Type D conduit is permitted only if a “hot box” is used.
 - c) Make all bends with radius no less than NEC requirement.
 - d) Kinked or crimped conduit bends are not acceptable. Remove and replace all such bends.
- 3. Routing of Conduits:
 - a. Keep the number of bends, offsets, and crossovers to a minimum; however, not more than three 90-degree elbows or equivalent bends up to 270 degrees are to be installed in any run between pulling or access fittings.
- B. Conduit Size:
 - 1. As shown on the Drawings.
- C. Conduit and Sleeve Sealing:
 - 1. Provide boxouts where conduit passes through poured-in-place concrete. Core drill all other concrete. Make cores 1-inch minimum, larger than O.D. of conduit.
- D. Type D PVC conduits shall be used in duct banks and shall not be used above grade. Provide Type E PVC-coated rigid steel conduits stub ups from duct banks and underground conduits.

END OF SECTION

SECTION 26 05 43
ELECTRICAL - EXTERIOR UNDERGROUND

PART 1 – GENERAL

NOTE: THE REQUIREMENTS IN PART 1 OF THIS SPECIFICATION APPLY TO ALL PORTIONS OF THE WORK DESIGNED BY MOTT MACDONALD AND DUQUESNE LIGHT COMPANY (DLC).

1.1 SUMMARY

A. Section Includes:

1. Material and installation requirements for:
 - a. Underground conduits and ductbanks.
 - b. Direct-buried conduit, ducts and duct accessories.

B. Related Specification Sections include but are not necessarily limited to:

1. Division 01 – General Requirements.
2. Section 26 05 00 – Electrical Work

1.2 QUALITY ASSURANCE

- A. Testing Agency Qualifications:** Qualified according to ASTM E 329 for testing indicated.

1.3 REFERENCED STANDARDS:

A. American Association of State Highway and Transportation Officials (AASHTO):

1. HB-17, Standard Specifications for Highway Bridges.

B. ASTM International (ASTM):

1. A536, Standard Specification for Ductile Iron Castings.

C. National Fire Protection Association (NFPA):

1. 70, National Electrical Code (NEC), 2017 Edition.

D. Society of Cable Telecommunications Engineers (SCTE):

1. 77, Specifications for Underground Enclosure Integrity.

1.4 DEFINITIONS

A. Concrete Encased Ductbank:

1. An individual (single) or multiple conduit(s), arranged in one or more planes, encased in a common concrete envelope.

1.5 SUBMITTALS

A. Shop Drawings:

1. See Section 01300, Submittals, for requirements for the mechanics and administration of the submittal process.
2. Fabrication and/or Layout Drawings:
 - a. Include reinforcement details.
 - b. Include grounding details.

B. Product technical data:

1. Provide submittal data for all products specified in Part 2 of this section.
2. Include duct-bank materials, including separators and miscellaneous components.
3. Include ducts and conduits and their accessories, including elbows, end bells, bends, fittings, and solvent cement.
4. Include warning tape.

C. Informational Submittals:

1. Duct-Bank Coordination Drawings: Show duct profiles and coordination with other utilities and underground structures.
2. Include plans and sections, drawn to scale, and show bends and locations of expansion fittings.
3. Source quality-control reports.
4. Field quality-control reports.

1.6 FIELD CONDITIONS

- A. Interruption of Existing Electrical Service: Do not interrupt electrical service to facilities occupied by Owner or others unless permitted under the following

conditions, and then only after arranging to provide temporary electrical service according to requirements indicated:

1. Notify CM and Owner no fewer than two days in advance of proposed interruption of electrical service.
 2. Do not proceed with interruption of electrical service without CM and Owner's written permission.
- B. Ground Water: Assume ground-water level is at grade level unless a lower water table is noted in the contract documents.

PART 2 – PRODUCTS

NOTE: THE REQUIREMENTS IN PART 2 OF THIS SPECIFICATION APPLY TO PORTIONS OF THE WORK DESIGNED BY MOTT MACDONALD. FOR MATERIAL REQUIREMENTS ASSOCIATED WITH WORK DESIGNED BY DLC, REFER TO THE DLC PREPARED SUPPLEMENTARY INFORMATION.

2.1 MANUFACTURERS

- A. Subject to compliance with the Contract Documents, the following manufacturers are acceptable:
1. Ductbank Accessories:
 - a. Cantex, Inc.
 - b. Condux International, Inc.
 - c. Neenah Enterprises, Inc.
 - d. Prime Conduit.
 - e. Thomas and Betts.
 - f. Underground Devices, Inc.
 - g. Unistrut by Atkore International, Inc.
 - h. Or Engineer Approved Equal.

2.2 UNDERGROUND CONDUIT AND ACCESSORIES

- A. Concrete:

1. Concrete shall be 4000 psi and dyed red at the factory unless otherwise specified on the Drawings or Drawing Attachments.
- B. Conduit:
1. See Section 26 05 00, Electrical Work.
- C. Duct Spacers/Supports:
1. High density polyethylene or high impact polystyrene.
 2. Interlocking web or mesh design.
 3. Provide 3-inch minimum spacing between conduits.
 4. Accessories, as required:
 - a. Hold-down bars.
 - b. Ductbank strapping.
- D. Underground Line Warning Tape:
1. Tape:
 - a. Recommended by manufacturer for the method of installation and suitable to identify and locate underground electrical lines.
 - b. Printing on tape shall be permanent and shall not be damaged by burial operations.
 - c. Tape material and ink shall be chemically inert, and not subject to degrading when exposed to acids, alkalis, and other destructive substances commonly found in soils.
 - d. Tape shall be detectable.
 2. Color and Printing:
 - a. Comply with ANSI Z535.1 through ANSI Z535.5.
 - b. Inscription: Manufacturer's standard product that clearly indicates an electrical line.
 - c. Color: Red.

2.3 DUCTBANK GROUNDING CONDUCTOR

- A. Include an embedded grounding conductor as part of ductbank installations. Provide the following grounding conductor:
 - 1. Electrical ductbank #4/0 embedded conductor with #4/0 bare copper.

2.4 SOURCE QUALITY CONTROL

- A. Test and inspect precast concrete utility structures according to ASTM C 1037.

PART 3 – EXECUTION

NOTE: THE REQUIREMENTS IN PART 3 OF THIS SPECIFICATION APPLY TO PORTIONS OF THE WORK DESIGNED BY MOTT MACDONALD. FOR EXECUTION REQUIREMENTS ASSOCIATED WITH WORK DESIGNED BY DLC, REFER TO THE DLC PREPARED SUPPLEMENTARY INFORMATION.

3.1 GENERAL

- A. Drawings indicate the intended location and routing of ductbanks.
 - 1. Field conditions may affect actual routing.
 - 2. Secondary ductbanks are intended to be extended by others in the future. Extend underground raceways, warning tape, ductbank grounding conductor, etc. a minimum of 2'-0" beyond the end of the ductbank concrete envelope for this purpose. Raceways shall be capped at each end.
- B. Install products in accordance with manufacturer's instructions.

3.2 PREPARATION

- A. Coordinate layout and installation of ducts with final arrangement of other utilities, site grading, and surface features as determined in the field. Notify Owner and Consulting Engineer if there is a conflict between areas of excavation and existing structures or archaeological sites to remain.

3.3 UNDERGROUND CONDUITS

- A. General Installation Requirements:
 - 1. Ductbank Types Per Location:
 - a. Reinforced concrete ductbank:
 - 1) As indicated on Drawings.

- b. Direct-Buried Conduit(s):
 - 1) As indicated on Drawings.
- 2. Do not place concrete or soil until conduits have been observed by the Consulting Engineer.
- 3. Ductbanks shall be sloped a minimum of 4 inches per 100 feet or as detailed on the Drawings.
- 4. During construction and after conduit installation is complete, plug the ends of all conduits.
- 5. Provide conduit supports and spacers.
 - a. Place supports and spacers for rigid nonmetallic conduit on maximum centers as indicated for the following trade sizes:
 - 1) 1 inch and Less: 3 feet.
 - 2) 1-1/4 to 3 Inches: 5 feet
 - 3) 3-1/2 to 6 Inches: 7 feet.
 - b. Securely anchor conduits to supports and spacers to prevent movement during placement of concrete or soil.
- 6. Stagger conduit joints at intervals of 6 inches vertically.
- 7. Make conduit joints watertight and in accordance with manufacturer's recommendations.
- 8. Accomplish changes in direction of runs exceeding a total of 15 degrees by long sweep bends having a minimum radius of 25 feet.
 - a. Sweep bends may be made up of one or more curved or straight sections or combinations thereof.
- 9. Furnish manufactured bends at end of runs.
 - a. Minimum radius of 18 inches for conduits less than 3-inch trade size and 36 inches for conduits 3-inch trade size and larger.
- 10. Field cuts requiring tapers shall be made with the proper tools and shall match factory tapers.
- 11. After the conduit run has been completed:

- a. Prove joint integrity and test for out-of-round duct by pulling a test mandrel through each conduit.
 - 1) Test Mandrel:
 - a) Length: Not less than 12 inches.
 - b) Diameter: Approximately 1/4 inch less than the inside diameter of the conduit.
 - b. Clean the conduit by pulling a heavy-duty wire brush mandrel followed by a rubber duct swab through each conduit.
 - 12. Pneumatic rodding may be used to draw in lead wire.
 - a. Install a heavy nylon cord free of kinks and splices in all unused new ducts.
 - b. Extend cord 3 feet beyond ends of conduit.
 - 13. Transition from rigid nonmetallic conduit to rigid metallic conduit, per Section 26 05 00, Electrical Work, prior to entering a structure or going above ground.
 - a. Terminate rigid PVC conduits with end bells.
 - b. Terminate steel conduits with insulated bushings.
 - 14. Bury warning tape approximately 12 inches above all concrete-encased ducts and ductbanks. Align tape parallel to and within 3 inches of centerline of duct bank in accordance with Drawing details. Provide an additional warning tape for each 12-inch increment of ductbank width over a nominal 18 inches. Space additional tapes 12 inches apart, horizontally.
- B. Concrete-Encased Ductbank:
- 1. Ductbank system consists of conduits completely encased in minimum 3 inches of concrete and with separations between different cabling types as detailed on the Drawings.
 - 2. Add red dye to concrete used for envelopes for easy subsequent excavation. Dye is to be mixed inside concrete truck. Pricing shall include appropriate truck clean-out.
 - 3. Install so that top of concrete encased duct, at any point:
 - a. Is not less than 24 inches below grade.
 - b. Is below pavement sub-grading.

4. Conduit supports shall provide a uniform minimum clearance of 3 inches between the bottom of the trench and the bottom row of conduit.
5. Conduit separators shall provide a uniform minimum clearance of 3 inches between conduits or as required.

C. Grounding

1. Grounding conductors extended beyond concrete surfaces for equipment (stub-up locations) shall be extended a sufficient length to reach the final connection point without splicing. Minimum grounding conductor extension shall be 3 feet.

3.4 FIELD QUALITY CONTROL

A. Perform the following tests and inspections and prepare test reports:

1. Demonstrate capability and compliance with requirements on completion of installation of underground ducts and utility structures.
2. Pull solid aluminum or wood test mandrel through duct to prove joint integrity and adequate bend radii, and test for out-of-round duct. Provide a minimum 6-inch long mandrel equal to 80 percent fill of duct. If obstructions are indicated, remove obstructions and retest.

B. Correct deficiencies and retest as specified above to demonstrate compliance.

3.5 CLEANING

- A. Pull leather-washer-type duct cleaner, with graduated washer sizes, through full length of ducts. Follow with rubber duct swab for final cleaning and to assist in spreading lubricant throughout ducts.
- B. Clean internal surfaces of manholes, including sump. Remove foreign material.

END OF SECTION

SECTION 31 23 00
MANAGEMENT, HANDLING, TESTING AND DISPOSAL OF EXCAVATED SOIL

PART 1 – GENERAL

1.1 SUMMARY

A. Section Includes:

1. This section pertains to excavated soils and other excavated materials.
2. For purposes of this project, excavated soils and other excavated material are anticipated to fall under the following classifications: Residual Waste, Other Contaminated Waste, or Construction/ Demolition Waste, as those terms are defined below.
3. No excavated material on this project will be considered Excavated Clean Fill or Regulated Fill.
4. Contractor shall adhere to all applicable federal, state, and local laws and policies related to the excavation, permitting, testing, storage, handling, transportation and disposal/disposition of the excavated soils and other excavated materials, including, but not limited to, all requirements of OSHA, PADEP, USEPA, USDOT, and PennDOT, based on the Waste or Fill classification of the excavated soil or other excavated material.
5. Excavation, permitting, testing, storage, handling, transportation and disposal/disposition of excavated soils and other excavated materials that are contaminated, or more contaminated, as a result of Contractor's activities shall be the responsibility of the Contractor, regardless of Waste classification. These materials shall be permitted, tested, stored, handled, transported, and disposed of per applicable federal, state, and local regulations at the Contractor's expense. Contractor will provide Owner with copies of all analytical data, permits, certifications, chain-of-custody forms, bills of lading, manifests and other documentation related to the removal, transportation, and disposal/disposition of these materials from the site.

1.2 DEFINITIONS

A. Clean Fill:

1. Uncontaminated, non-water-soluble, non-decomposable inert solid material used to level an area or bring the area to grade. The term does not include materials placed in or on the waters of this Commonwealth.

B. Excavated Clean Fill:

1. Clean Fill that is excavated from the site.

C. Imported Clean Fill:

1. Clean Fill that is brought onto the site from another location.

D. Regulated Fill:

1. "Fill" as the term is defined for this project, that has been affected by release of a regulated substance and is not "uncontaminated material," as the term is defined in the PADEP Management of Fill Policy. The term does not include fill that has been blended, mixed or treated with the purpose of meeting the definition of "regulated fill" and that without being blended, mixed, or treated would fail to meet the regulated fill concentration limits, as the term is defined in the policy.

E. Uncontaminated or Uncontaminated material:

1. Either of the following: (1) Fill unaffected by a release of a regulated substance or, (2) Fill affected by release of a regulated substance, if the concentrations of regulated substances in the fill do not exceed the Clean Fill Concentration Limits, as the term is defined in the Policy. Analysis should be carried out for only those regulated substances that are suspected to be present due to a release. The term does not include fill that has been blended, mixed or treated with the purpose of meeting the definition of "uncontaminated material."

F. Solid Waste: Waste, including but not limited to, municipal, residual or hazardous waste, including solid, liquid, semisolid or contained gaseous materials.

1. Waste: Discarded material which is recycled or abandoned. A waste is abandoned by being disposed of, burned or incinerated or accumulated, stored or processed before or in lieu of being abandoned by being disposed of, burned or incinerated. A discarded material includes contaminated soil, contaminated water, contaminated dredge material, spent material or by-product recycled in accordance with 25 Pa. Code 287.1, processed or disposed. For purposes of this project, the term "Waste" refers collectively to Residual Waste, Other Contaminated Waste, and Construction/Demolition Waste.
2. Municipal Waste: Garbage, refuse, industrial lunchroom or office waste and other material, including solid, liquid, semisolid or contained gaseous material resulting from operation of residential, municipal, commercial or institutional establishments and from community activities; and sludge not meeting the definition of residual or hazardous waste under this section from a municipal, commercial or institutional water supply treatment plant, waste water treatment plant or air pollution control facility.

3. Residual Waste: Garbage, refuse, other discarded material or other waste, including solid, liquid, semisolid or contained gaseous materials resulting from industrial, mining and agricultural operations and sludge from an industrial, mining or agricultural water supply treatment facility, wastewater treatment facility or air pollution control facility, if it is not hazardous.
4. Obvious Contamination: Waste that can be identified on the basis of visual observation and/or field screening.
5. Hazardous Waste: Garbage, refuse or sludge from an industrial or other wastewater treatment plant, sludge from a water supply or air pollution control facility, and other discarded material, including solid, liquid, semisolid or contained gaseous material resulting from municipal, commercial, industrial, institutional, mining, or agricultural operations, and from community activities; or a combination of the above, or a combination of these materials, which because of its quantity, concentration or physical, chemical or infectious characteristics may do one of the following:
 - a. Cause or significantly contribute to an increase in mortality or increase in morbidity in either an individual or the total population.
 - b. Pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, disposed of or otherwise managed.
 - c. The term is further defined in 25 Pa. Code Chapter 261a (relating to identification and listing of hazardous waste) and 40 CFR Part 261 (relating to identification and listing of hazardous waste) to the extent incorporated in §261a.1 (relating to incorporation by reference, purpose and scope).
6. Construction/Demolition Waste: Solid waste resulting from the construction or demolition of buildings and other structures, including, but not limited to, wood, plaster, metals, asphaltic substances, bricks, block and unsegregated concrete. The term does not include the following if they are separate from other waste and are used as Clean Fill:
 - a. Uncontaminated soil, rock, stone, gravel, bricks, block, concrete and used asphalt.
 - b. Waste from land clearing, grubbing and excavation, including trees, brush, stumps and vegetative material.
7. Special Handling Waste: Solid waste that requires the application of special storage, collection, transportation, processing or disposal techniques due to the quantity of material generated or its unique physical, chemical or biological characteristics. The term includes dredged material, sewage sludge, regulated medical waste, chemotherapeutic waste, ash residue from a solid waste incineration facility, friable asbestos-containing waste, PCB-containing waste,

waste oil that is not hazardous waste, fuel contaminated soil, waste tires and water supply treatment plant sludges.

- a. PCB Containing Waste: Solid waste containing PCBs in the following concentrations:
 - 1) More than 4 parts per million, but less than 50 parts per million.
 - 2) Fifty parts per million or more, if the following are met:
 - a) Regulations promulgated under the Toxic Substances Control Act (TSCA) provide that the waste may be disposed of as municipal solid waste.
 - b) The waste is not a hazardous waste under the act.
 - c) The Resource Conservation and Recovery Act (RCRA) does not impose specific standards or requirements for the disposal of the waste.
 - 3) Regulated waste means liquid or semi-liquid blood or other potentially infectious materials; contaminated items that would release blood or other potentially infectious materials in a liquid or semi-liquid state if compressed; items that are caked with dried blood or other potentially infectious materials and are capable of releasing these materials during handling; contaminated sharps; and pathological and microbiological wastes containing blood or other potentially infectious materials.
8. Other Contaminated Waste: The term "Other Contaminated Waste" refers to Hazardous Waste, Special Handling Waste, PCB Containing Waste, Regulated Waste and all other types of waste except Residual Waste and Construction/Demolition Waste.

1.3 RELATED DOCUMENTS

A. Reference Standards

1. Federal Regulations:
 - a. Occupational Safety and Health Administration (OSHA):
 - 1) 29 CFR Part 1926.650, Safety and Health Regulations for Construction - Excavations, referred to herein as OSHA Standards.
 - b. United States Environmental Protection Agency (USEPA):
 - 1) Title 40, Code of Federal Regulations, 40 CFR Parts 260 through 273, and Part 302, all applicable Sub-Parts, the most recent amendments.

- 2) Department of Transportation (USDOT):
 - 3) Title 49, Code of Federal Regulations, Parts 171, 172, 173, 174 and 194, all applicable Sub-Parts, the most recent amendments.
2. Pennsylvania Regulations and Policy:
- a. Department of Environmental Protection (DEP):
 - 1) Regulations pertaining to land recycling (25 Pa. Code 250); hazardous waste (260a through 270a); municipal waste (25 Pa. Code 271 through 285); residual waste (25 Pa. Code 287 through 299); and all other state regulations and policies applicable to management of excavated soil or other excavated material.
 - 2) Solid Waste Management Act, codified at 35 P.S. 6018.101 et seq.
 - 3) Act 2 - The Land Recycling and Environmental Remediation Standards Act, Act 2 of 1995, codified at 35 P.S. §§ 6026.101-6026.908.
 - 4) Erosion and Sediment Control Regulations (25 Pa. Code Chapter 102).
 - 5) Pennsylvania Department of Environmental Protection "Management of Fill" Policy (Doc. No. 258-2182-733), November 2, 2019 ("Policy")
 - b. Commonwealth of Pennsylvania Department of Transportation (PennDOT):
 - 1) Publication 408 Specifications.

1.4 SUBMITTALS

A. Plans and Schedules:

1. Detailed procedures for the excavation, permitting, handling, testing, storage, segregation, transportation and disposal/disposition of all Residual Waste, Construction/Demolition Waste and Other Contaminated Wastes in compliance with all applicable regulations shall be supplied to the Construction Manager prior to initiation of work activities.
2. Documentation that all workers involved in these operations have been provided appropriate training regarding the risks and safety precautions associated with this work. This training shall comply with all applicable regulations, including, but not limited to, all applicable PADEP, USEPA, USDOT and PennDOT regulations related to specific classifications of Wastes and Fill.
3. A Spill Prevention, Countermeasures and Control (SPCC) Plan including a Transportation and Containment Plan (TCP) shall be prepared and submitted to the Construction Manager prior to initiating activities at the Site. This plan shall

address all the potential hazards, necessary actions to follow in case of spills, and emergency phone numbers to each disposal facility.

4. A detailed Schedule of Work Activities pursuant to this Section indicating the sequencing of operations to be performed shall be submitted.

B. Qualifications and Certifications:

1. Certificates of calibration for all safety and environmental monitoring equipment used under this specification and records of subsequent calibrations or calibration verifications in accordance with the manufacturer's direction shall be provided.
2. Provide the qualifications of the personnel calibrating and operating all safety and environmental monitoring equipment used under this specification demonstrating that they have been appropriately trained in the use and calibration of these instruments.
3. Environmental samples shall be tested at a DEP Accredited Laboratory whose certification is current for the testing methods requested.

C. Samples:

1. Coordinate sampling and testing with the Construction Manager.
2. All samples shall be collected, and preserved, as necessary, in accordance with applicable sampling protocols and methods.
3. All parameters shall be tested using the applicable U.S. EPA and/or DEP test methods, with chain-of-custody that follows the samples from field collection to laboratory analysis.
4. Test results shall be reported to the Construction Manager within 24 hours after the results have become available. Detailed test reports and documentation shall be submitted to the Construction Manager within seven days of receipt of the analytical results. The documentation shall include, but are not limited to,
 - a. Field screening data
 - b. Photographic documentation
 - c. Sample location plans and sample collection protocols
 - d. Chain-of-custody reports
 - e. Laboratory analytical reports
 - f. Determination of the Waste and/or Fill classification(s).

D. Disposal Documentation and Records:

1. The Contractor shall keep accurate records for the type and quantity of excavated soil and other excavated materials, removed from the site and associated analytical testing results.
2. For all Waste and Fill removed from the site, Contractor will forward appropriate documentation of the disposition of the materials, including, but not limited to, as applicable, bills of lading, manifests, certifications, and permitting, within two days of sending each shipment of the Waste or Fill off site.
3. Certificates of disposal issued by the disposal or treatment facility, certifications of disposition of Fill, deed acknowledgements for placement of Regulated Fill and all other documentation of disposal/disposition of Waste or Fill shall be submitted to the Construction Manager within seven days of the disposal/disposition of each shipment of Waste or Fill.
4. Locations, telephone numbers, and contacts of offsite locations receiving the Waste or Fill removed from the site shall be submitted to the Construction Manager in advance of disposal. Names, addresses, and telephone numbers of Waste and Fill transportation companies shall also be submitted to the Construction Manager.
5. A manifest system will be used to track Other Contaminated Wastes from excavation to ultimate disposal.
 - a. The manifest shall comply with all provisions of the transportation and disposal regulations.
 - b. All transporters must sign the appropriate portions of the manifest and
 - c. must comply with all provisions established in the applicable regulations.
 - d. Other Contaminated Waste manifests must be signed electronically by the Construction Manager or the Owner's/Construction Manager's designated representative.
 - e. The Owner shall be listed as the waste generator except in cases where the Contractor or others are identified as the Responsible Party.

1.5 DESCRIPTION OF THE WORKS

A. Project Conditions

1. Excavated Soils and Other Excavated Materials:
 - a. Excavated soils and other excavated materials must be stored in accordance with applicable regulatory requirements depending on the applicable Waste

or Fill classification. If Contractor reasonably suspects, or should suspect, that an excavated soil or other excavated material may be classified as Other Contaminated Waste, the excavated soil or other excavated waste must be managed as Other Contaminated Waste in compliance with all applicable federal, state and local laws, unless and until appropriate analytical analysis is received to demonstrate and document that the soil or material falls within another classification. All other excavated soils and other excavated material shall be presumed as, and managed as, Residual Waste in accordance with all applicable federal, state and local laws. If analytical results and/or other information documents and demonstrates that the presumed Residual Waste meets the classification as Other Contaminated Waste or Construction/Demolition Waste, the excavated soils and other excavated material must be managed in compliance with all federal, state and local laws and policies for that classification. Segregation and management of Construction/Demolition Waste shall result in no delays to the Substantial Completion or Final Completion Contract Times outlined in Article 4. Segregation and management of Other Contaminated Waste shall not be unreasonably delayed, and Contractor shall make best efforts to complete all such segregation in a manner that will result in no delays to the Substantial Completion or Final Completion Contract Times outlined in Article 4.

- b. All excavated soil and other excavated materials are considered unsuitable for use on site as Fill.
- c. Sampling, testing, and analysis of all excavated soils and other excavated materials must be performed to characterize the material prior to removal off-site. Sampling analysis and determination must be in compliance with Commonwealth of Pennsylvania regulations.

B. Testing:

- 1. Costs associated with testing for all excavated soil and other excavated material shall be paid by the Contractor and are included in the bid pricing. This includes all costs associated with the sampling and testing of excavated material as required for PADEP Form U Disposal of Waste.

C. Permitting, Handling and Disposal

- 1. Costs for the permitting (including fees associated with obtaining, submitting, and reviewing), storage, handling, transportation and disposal/disposition of excavated soils and other excavated material will be determined based on the classification of the soil and other excavated material, as follows:
 - a. Residual Waste: All excavated soils and other excavated materials are assumed to be Residual Waste unless adequate documentation is provided by Contractor to demonstrate that another Waste or Fill classification applies. All costs associated with the permitting, storage, handling, testing,

transportation and disposal of such Residual Wastes shall be paid for by the Contractor and are included in the bid price. Segregation of Construction/Demolition Waste, and Regulated Fill from Residual Waste shall be included in the bid price.

- b. Other Contaminated Waste: There is the possibility of the Contractor encountering excavated soils that may be classified as Other Contaminated Waste, and not Residual Waste. The nature and extent of Other Contaminated Wastes within the project limits have not been defined. All costs related to the permitting, storage handling, transportation and disposal of such Other Contaminated Waste shall be paid under force account. If Other Contaminated Waste, or suspected Other Contaminated Waste, is encountered, the Contractor shall stop the work and inform the CM immediately. Segregation of suspected Other Contaminated Waste from Residual Waste will be paid by force account.
- c. Construction/Demolition Wastes are not included in the definition of Other Contaminated Wastes. Segregation and management of Other Contaminated Waste shall not be unreasonably delayed, and Contractor shall make best efforts to complete all such segregation in a manner that will result in no delays to the Substantial Completion or Final Completion Contract Times outlined in Article 4.
- d. Regulated Fill: Excavated soil or other excavated materials that exceeds the Clean Fill Concentration Limits for any parameter, but does not exceed the Regulated Fill Concentration Limits, as defined in the Policy may, at Contractor's discretion, be managed, permitted and taken offsite as Regulated Fill, as defined in the Policy, so long as the Contractor demonstrates that it has complied with and fulfilled all requirements in the Policy, including, but not limited to, complying with limited types of uses, conducting due diligence, obtaining the necessary permitting, etc. Regulated Fill shall not be used as Fill onsite. Prior to taking any excavated soil or other excavated material offsite for use as Regulated Fill, Contractor must provide ALCOSAN with documentation to demonstrate that (a) the excavated soil or other excavated material does not exceed the Regulated Fill Concentration Limits; and (b) all requirements of the Policy have been fulfilled. Any cost savings incurred by the Contractor for the proper use of Regulated Fill off site will not be deducted from the bid costs that would have otherwise been applied to this excavated soil as Residual Waste or Construction/Demolition Waste. Any segregation costs associated with Regulated Fill, and/or suspected Regulated Fill, will be included in the bid price. If Contractor chooses to segregate and manage Regulated Fill as described here, it shall result in no delays to the Substantial Completion or Final Completion Contract Times outlined in Article 4.

- e. Construction/Demolition Waste: All excavated materials that meet the definition of Construction/Demolition Waste, as that term is defined in this Specification, and all costs associated with the permitting, storage, handling, transportation and disposal of such Construction/Demolition Waste shall be paid for by the Contractor and included in the bid price.
 - f. Segregation of Construction/Demolition Waste from Residual Waste, other Contaminated Waste will be included in the bid price. Segregation and management of Construction/Demolition Waste shall result in no delays to the Substantial Completion or Final Completion Contract Times outlined in Article 4.
- 2. All Waste excavated shall be removed from the site by the Contractor shall be disposed of at an appropriately permitted off-site disposal location of its own choosing.
 - 3. In addition to the other requirements specified in this Section, and other Sections, for "Other Contaminated Waste," Hazardous Waste shall be disposed of at a permitted RCRA Subtitle C disposal facility. Hazardous Waste must be managed in accordance with state and federal Hazardous Waste laws, including requirements for labeling, containing, storing, permitting, handling, transporting and disposing of the Hazardous Waste. A Uniform Hazardous Waste Manifest and a permitted Hazardous Waste Transporter are required for off-site disposal.

D. Site Information:

- 1. Test borings, environmental sampling, and other exploratory operations may be performed by Contractor, at the Contractor's option; however, no change in the Contract Sum will be authorized for such additional exploration, environmental sampling, and testing.
- 2. Site data provided is not contractual and shall be considered "for information only."

PART 2 - PRODUCTS

2.1 MATERIALS

A. Barrier Materials:

- 1. Any materials erected to control or prevent run-on to and/or runoff from excavations and/or staging areas including synthetic materials, sediment fence or other appropriate structure or material.

PART 3 - EXECUTION

3.1 PREPARATION

A. Protection

1. Barrier materials must be erected to prevent run-on to and/or runoff from excavations and other excavated materials and/or staging areas as regulatorily required according to the particular Waste or Fill classification. Appropriate synthetic covers shall be used to prevent infiltration of liquids.
2. Barrier materials and erosion and sediment control measures should be identified on the site's erosion and sediment control plan (E&SC Plan). Contractor must at all times adhere to the requirements of the E&SC Plan.
3. Personnel working inside and around the excavation areas shall be trained and familiar with the safety precautions and equipment required for controlling potential hazards associated with this work.

3.2 INSTALLATION

A. Segregation

1. Waste with Obvious Contamination must be segregated from other Waste and suspected Fill during excavation. This may be accomplished by visual observation and by field screening the soil and/or other material as it is excavated using field instruments such as photoionization detectors, flame ionization detectors, and other appropriate field measurement procedures.
2. Segregation of Waste during excavation will facilitate laboratory testing, treatment and disposal. To the extent reasonably possible, Waste should be segregated from concrete, asphalt material, and other debris.
3. In cases where Obvious Contamination is observed (either localized or extensive), "presumably Other Contaminated Waste" is to be segregated from "presumably Residual or Construction/Demolition Waste," until such time as the classification of the excavated soil or other excavated material is determined.
4. If Obvious Contamination is observed and the Waste is not segregated from other Waste or Fill, the costs associated with the testing, permitting, storage, handling, transportation, and disposal of all such Waste, whether later classified as Other Contaminated Waste or not, shall be paid for by the Contractor at no additional cost to the Owner or the Construction Manager.

B. Storage

1. Waste removed from the excavation must be stored in accordance with applicable federal, state, and local laws.
2. Stockpiles of Other Contaminated Waste shall be completely and securely covered for the duration of the storage period with an impermeable barrier material of sufficient strength, thickness, anchoring or weighting to prevent tearing or lifting of the cover, infiltration of precipitation or surface water run-on, and exposure of the soil to the atmosphere.
3. Other Contaminated Wastes that are Hazardous Wastes, or another type of Waste under this classification, must be stored in accordance with applicable federal and state regulations and requirements, including, but not limited to, limitations regarding accumulation time.

C. Loading and Hauling

1. Waste shall be loaded and transported by the Contractor to an Owner approved permitted treatment, reclamation or disposal site, in accordance with all applicable policies, laws and permits.
2. All haul vehicles are to be inspected for Waste or Fill adhesion to wheels, under carriage, and other external components. This Waste or Fill shall be removed and properly handled by the Contractor before the haul vehicle leaves the site. The Contractor is responsible for proper disposal of all materials generated from this activity.
3. Contractor shall be responsible for the disposal and any associated testing related to the decontamination of haul vehicles and/or containers. All disposal and associated testing costs related to decontamination of haul vehicles and/or containers of for Residual Waste, and/or Construction/Demolition Waste are incidental to the project. All disposal and associated testing costs related to decontamination of haul vehicles and/or containers of Other Contaminated Waste will be handled by force account.
4. Transport vehicles shall not be allowed to leave the site if they are leaking or spilling materials or there is evidence that leaking or spilling may likely occur.
5. Haulers shall have all the necessary permits and licenses issued by the state and federal authorities to transport Waste and Fill through all required states.
6. All transport vehicles shall be in strict conformance with all applicable federal, state, and local laws.

D. Disposal

1. The Contractor shall be responsible for all sampling and analytical testing as required by the receiving facility to accept the Waste or Fill for disposal/disposition, to the extent such testing exceeds the testing necessary to

classify the Waste or Fill. The costs for such sampling/testing for Residual Waste, and Other Contaminated Waste incidental to the project.

2. Arrangements for disposal shall be performed by the Contractor.
3. All Waste and Fill shall be handled, treated and/or disposed of in accordance with all the requirements and/or standards defined in all applicable policies, regulations and permits.
4. Disposal of all Waste and disposition of all Fill by the Contractor shall be accomplished so that the process relieves the Construction Manager and Owner of all present and future liability. Contractor shall indemnify Construction Manager and Owner from all claims, without exception, related in any way to remediation, injunctive relief and/or penalties associated with the transport and/or disposal of all Waste and disposition of all Fill.

E. Spills

1. The Contractor is responsible for promptly and thoroughly cleaning up all leaks and spills from trucks and/or containers and other items on site or off site that occur because of the Contractor's negligence or that are in any other way related to the project.
2. Immediate containment actions shall be taken, as necessary, to minimize the effect of any spill or leak.
3. The Contractor shall immediately notify the Construction Manager of the incident. Construction Manager shall timely report the incident, if required by federal, state or local regulation.
4. Cleanup shall be in accordance with applicable federal, state, and local laws and regulations at no additional cost to the Construction Manager and Owner.

3.3 FIELD QUALITY CONTROL

A. Evaluation

1. Testing shall conform to federal, state, and local regulating agency requirements identified in the previous sections.
2. The Contractor shall contact the receiving facility to determine the required prequalification testing and disposal testing.
 - a. Testing required by the receiving facility may be in excess of that required by regulating agencies.

- b. Costs associated with the testing of Residual Waste and/or Other Contaminated Waste required by the receiving facility are incidental to the costs of disposal and shall be paid by the Contractor at no additional costs to the Owner or Construction Manager.

END OF SECTION

**SECTION 31 23 16
EXCAVATION AND BACKFILL**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Section 01 68 00, EROSION AND SEDIMENTATION CONTROL
- B. Construction Drawings

1.2 SUMMARY

- A. Shoring, bracing and dewatering excavations.
- B. Excavate to line, grade and configuration as shown in the plans and specifications.
- C. Sampling and testing of excavated material.
- D. Fill to line, grade and configuration as shown in the plans and specifications.
- E. Compaction requirements.
- F. Trench excavation.
- G. Contractor shall protect all existing above ground infrastructure that is to remain including curb, sidewalk, concrete pavement, roads, manholes, stormwater inlets and grass, tree, and shrub landscaped areas as indicated on the Construction Drawings. If any are damaged contractor shall replace or restore as necessary at the Contractor's expense. Manholes and stormwater inlets can be repaired but if damage is significant, they must be replaced. The CM shall approve all decisions to repair or replace damaged infrastructure that is to remain.

1.3 REFERENCE STANDARDS

- A. ANSI/ASTM:
 - 1. ANSI/ASTM C136 - Sieve Analysis of Fine and Coarse Aggregates.
 - 2. ANSI/ASTM D1556 - Test for Density of Soil in Place by the Sand Cone Method
 - 3. ANSI/ASTM D1557 - Moisture-Density Relations of Soils and Soil-Aggregate Mixtures Using 10-lb. Rammer and 18-inch Drop.
 - 4. ANSI/ASTM D2487 - Classification of Soils for Engineering Purpose.

5. ANSI/ASTM D2922 - Density of Soil and Soil-Aggregate in place by Nuclear Methods (shallow depth).
 6. ANSI/ASTM D4253 - Maximum Index Density of Soils Using a Vibratory Table.
 7. ANSI/ASTM D4254 - Minimum Index Density of Soils and Calculation of Relative Density.
- B. PennDOT Publication 408, Specifications, 2020 Edition, Change No. 8 Effective Date April 12, 2024, Sections 200, 600 and 700 as applicable.

1.4 EXISTING CONDITIONS

- A. Site Examination: Visit site and carefully examine and study existing soil conditions, difficulties and utilities affecting execution of Work.
1. Later claims for additional compensation due to additional labor, equipment or materials required on account of difficulties encountered or underground water conditions WILL NOT BE CONSIDERED.
- B. Known underground, surface and aerial utility lines, and buried objects are indicated on the Site Drawings.
1. All indicated information and any documents which are made available to Bidders are offered FOR INFORMATION ONLY AND ARE NOT GUARANTEED AS TO ACCURACY OR COMPLETENESS.
 2. Prior to starting any excavation work, contact the Pennsylvania One Call System, Inc., phone 1-800-242-1776.
- C. Soil Classification: Soil is not to be considered clean fill. Excavated soil must be disposed off-site, with requirements as determined under PADEP Form U Disposal of Waste testing included under payment items C.15 or C.16.

1.5 TESTS

- A. Excavated material testing for PADEP Form U Disposal of Waste is included under payment items C.15 or C.16.

1.6 SUBMITTALS

- A. Submit the name of each material supplier and specific type and source of each material that will be used for backfill. Submittal shall include grain size analysis and laboratory compaction test results completed in the last year by the supplier's in-house quality control personnel (or subcontracted geotechnical testing laboratory). Any change in source throughout the job requires approval of the Owner.

- B. Shop drawings or details pertaining to excavating or filling are not required unless otherwise shown on the drawings or specifications or if contrary procedures to the project documents are proposed.

1.7 REQUIREMENTS OF REGULATORY AGENCIES

- A. State, Local Building Codes, or Agencies having jurisdiction.
 - 1. Applicable requirements for trenches and excavations.
 - 2. Applicable requirements for miscellaneous hazards and conditions of employment.
- B. Refer to Section 31 23 00, MANAGEMENT, HANDLING, TESTING AND DISPOSAL OF EXCAVATED SOIL for testing and disposal requirements.

1.8 PROTECTION

- A. Items to Remain: Protect trees, shrubs, lawns, areas to receive planting, and other features indicated to remain, as detailed on Construction Drawings.
- B. Bench Marks: Protect bench marks, monuments, existing structures, fences, roads, sidewalks, paving and curbs, manholes, and stormwater inlets, against damage from equipment and vehicular traffic.
- C. Protect above and below grade utilities which are to remain.
- D. Contractor's Responsibility: Expense and correct any damage.
- E. Protect excavations, if necessary, by shoring, bracing, sheet piling, underpinning, or other methods required to prevent cave-ins or loose dirt from falling into excavations.
- F. Protect bottom of excavations and soil adjacent to and beneath foundations from frost.
- G. Grade perimeter top of excavation to prevent surface water run-off into excavation.

1.9 BASIS OF CONTRACT

- A. Excavation work under this Section shall be performed on an "UNCLASSIFIED BASIS"; that is, the removal of all earth, existing foundations and materials, rock formations, or items encountered interfering with the work as designed regardless of type or hardness of such formations, with cost of such excavation being included in Contract Price at time of bidding.

PART 2 – PRODUCTS

2.1 TRENCH BACKFILL AGGREGATE, BUILDING AND FOUNDATION VOID AGGREGATE, SELECT FILL MATERIALS

- A. Aggregate shall meet PennDOT 2A aggregate specifications.
- B. Fill material shall be brought to the site from off-site suppliers and shall meet aggregate specifications of PADOT 408/2018 Section 703.2 TABLE B and TABLE C regarding quality and gradation. Gradation specifications shall be as specified on the construction drawings.

PART 3 - EXECUTION

3.1 INSPECTION/PREPARATION

- A. Prior to excavation, identify lines, levels, contours, and datum.
- B. Prior to commencement of work, identify known underground and aerial utilities; stake and flag locations.
 - 1. All indicated information and any documents which are made available to Bidders are offered FOR INFORMATION ONLY AND ARE NOT GUARANTEED AS TO ACCURACY OR COMPLETENESS.
 - 2. Meet with the CM and Owner to ensure understanding of contract drawings and underground and aerial utilities prior to beginning any work.
 - 3. Contact the Pennsylvania One Call System, Inc., phone 1-800-242-1776.
- C. Maintain and protect any existing utilities to remain which pass through the work area.
- D. Respective Contractor/trade to relocate or extend or notify utility companies as indicated on the Contract Drawings.
- E. Upon discovery of unknown utility or concealed conditions, discontinue affected work; notify CM.
- F. Prior to backfilling, verify that fill to be used is approved.
- G. Verify areas to be backfilled are free of debris, snow, ice, or water and ground surfaces are not frozen.

3.2 EXCAVATION

- A. Excavate subsoil only as indicated in the contract drawings and specifications for demolition activities or as directed by Owner.
 - 1. Soft or loose soils or badly broken bedrock encountered during the excavation of footings should be removed and backfilled with structural backfill.
 - 2. Should bedrock be encountered during excavation for the temporary retaining wall to be constructed following demolition at 332 Hamilton Street, the Contractor should field-verify the top of bedrock elevation to estimate the amount of rock excavation required. The Contractor should perform the rock excavation using hydraulic hammers, line drilling and other methods as permitted by local regulations.
- B. The exposed subgrade for the temporary retaining wall to be constructed at 332 Hamilton Street should be observed and approved by the Owner's Geotechnical Engineer licensed in the Commonwealth of Pennsylvania prior to implementation of temporary retaining wall installation and rock stabilization activities.
- C. If it is determined that excavated material is to be disposed of, it shall be done in a manner that is acceptable to the Owner and local governing agencies.
 - 1. A qualified Waste Management Contractor, as determined by Owner or CM, demonstrating a minimum of three years' experience in waste management operations is required for this project. Perform waste management operations, including but not limited to the following: excavation, backfill; transportation; and disposal of contaminated soils (as necessary), final disposition which will be at a permitted off-site waste treatment, recycling, or disposal facility as approved and directed by Owner in concurrence with the PADEP. If open space at the site is limited, stockpile and reuse of the material on-site may not be applicable depending upon the different phases of construction. If potential waste material cannot be stockpiled on-site, the Contractor may be required to excavate, handle, and direct load waste material into transportation vehicles for disposal to an approved facility in accordance with applicable specifications and accepted Site Work Plan.
 - 2. Perform sampling and analytical testing in accordance with the most current PA DEP Management of Fill Policy and PennDOT Publication 281 – WASTE SITE EVALUATION PROCEDURES HANDBOOK. Additional testing may also be required by the selected waste disposal facility.
 - 3. For all material to be disposed off-site, transportation will be performed in accordance with 49 CFR 171, Subchapter C and 40 CFR 263. The transporter is responsible for completing the necessary Bills of Lading or manifests. The Contractor shall ensure that a completed initial manifest is provided to Owner for acceptance and signature prior to shipment of the

waste. The Contractor shall maintain a copy of the initial manifest and all other waste disposal manifests in its files and provide Owner with original fully completed manifests (i.e. disposal facility certification) within 30 days of shipping. If the original fully completed manifests are not received in that timeframe, the Contractor shall (on behalf of Owner) follow-up and document the Contractor's efforts to resolve the issue to the satisfaction of the Owner.

4. Monitoring will be conducted by the Waste Management Contractor for all waste management activities, and as directed by Owner, including but not limited to visual monitoring of all excavations and activities that may uncover or encounter waste materials.
 5. The Contractor's Safety Officer will have at least three years demonstrated experience in waste management operations and be experienced with all potential health and safety issues encountered at this site. It is mandatory that the Safety Officer be on-site during all waste management and excavation activities and continually monitor site activities.
 6. Following completion of the above-referenced tasks, prepare a letter report of findings along with all chain of custody forms, sample data, and disposal records (if applicable). Submit four copies of this letter report to Owner.
- D. Where required, make proper allowance for fill or bedding required under structures and service lines.

3.3 EXCAVATION PROTECTION

A. Shoring and Bracing:

1. If necessary, protect excavations by shoring, bracing, sheet piling, underpinning, or other methods, as required to prevent cave-ins or loose dirt from falling into excavations. If shoring is necessary, the system shall be designed by a professional engineer licensed in Pennsylvania.
 - a. Remove as backfilling progresses, but ONLY when adjacent areas are safe from collapse.
2. Underpin adjacent structures which may be damaged by excavation work, including service lines and utilities, when applicable to project.
3. Notify CM of any unexpected sub-surface conditions and discontinue work in area until CM has provided written notification to resume work.

B. Dewatering and Pumping:

1. Control the grading adjacent to excavations to prevent surface run-off water from running into excavated areas or onto adjacent properties or public thoroughfares.
2. Furnish, maintain, and operate suitable pumps and all necessary dewatering equipment on a 24 hr. basis to keep excavations free of water until the work has been placed and backfilling is completed.
3. Pumped water should be drained into the onsite storm sewer system for ultimate discharge to the sewage treatment plant headworks.
4. Presence of ground water shall not constitute a condition for which any increase may be made in the Contract Price.
5. Precaution shall be exercised to prevent excessive erosion.

C. Erosion and Sedimentation Control:

1. Maintain erosion and sedimentation control facilities throughout construction activities in accordance with Section 01 68 00.

3.4 ROCK SLOPE STABILIZATION

- A. For the existing rock outcrop at 330 Hamilton Street, rock slope stabilization shall be achieved through removal of loose and unstable rock by using hydraulic hammers and other means, as permitted by local regulations, to achieve the recommended slope of 1H:8V.
- B. Rock slope stabilization should be observed and approved by the Owner's Geotechnical Engineer licensed in the Commonwealth of Pennsylvania.

3.5 BLASTING

- A. General
 1. No blasting shall be permitted.

3.6 BACKFILLING

- A. When necessary, compact subgrade surfaces to density requirements for backfill material.
- B. Once the subgrade is accepted place the approved aggregate in lifts that do not exceed 6 inches of loose thickness. Each lift of material shall be compacted to at least 95 percent of the maximum density as determined by ASTM D 1557 prior to placing additional lifts. The moisture content shall be maintained within two (2) percentage points of the optimum moisture as determined by a Modified Proctor test in accordance with ASTM D 1557. Field density test results shall not be the sole

indicator of a layer's suitability. Regardless of the degree of compaction obtained, and the moisture content, each lift shall not be approved if the layer is observed to be pumping or yielding to construction traffic or equipment. Any pumping or yielding soils shall be removed and replaced at no additional cost to the owner.

- C. Backfill areas to required grades, contours, levels and elevations as indicated on the construction drawings.

3.7 TESTING/QUALITY CONTROL

- A. Testing of subsoil bearing capacity and compacted fill materials will be performed.
 - 1. All backfilling shall be observed and shall be supplemented by running field density tests. As a minimum, the testing shall include at least one field density test in each 6" loose lift, for every 2,500 square feet or portion thereof when placing fill in larger areas; and at least one field density test in each lift for every 50 lineal feet of trench or portion thereof in trenches or other confined areas.
- B. If compaction requirements are not complied with at any time during construction process, remove and recompact deficient areas until specified compaction is obtained.
- C. The following tests shall be performed on each type of on-site or imported material to be used as compacted fill as part of construction testing requirements.
 - 1. Moisture and Density Relationship (Standard laboratory compaction test establishing the relationship between molding water content and the dry unit weight of a sample of naturally situated (in-situ) soil at the site): ASTM D1557
 - 2. Grain Size Analysis (sieve / hydrometer test to determine particle size distribution): ASTM D422
- D. Upon approval and ready for use, all stockpiled backfill is to be covered to prevent rain from degrading the material.
- E. Field density tests for in-place materials shall be performed according to one of the following standards as part of construction testing requirements.
 - 1. Sand-Cone Method: ASTM D 1556
 - 2. Nuclear Method: ASTM D 2922 and ASTM D 3017 (Method B-Direct Transmission)
- F. Moisture Content: At time of compaction, within 2 percent of optimum content as determined by a modified proctor test of a sample of natural onsite soil or as

approved by the Owner, as determined by ANSI/ASTM D1557 procedure for determining moisture density relationship of material.

- G. DO NOT proceed with additional portions of work until results have been verified. In place density or compaction will be determined in accordance with ANSI/ASTM D2922.
- H. If, during progress of work, tests indicate that compacted materials do not meet specified requirements, remove defective work, replace and retest at no cost to Owner as directed.
- I. Ensure compacted fills are tested before proceeding with placement of surface materials.

3.8 SURPLUS MATERIAL

- A. Remove any surplus backfill materials and dispose of, in lawful manner, including all UNSUITABLE MATERIALS, unless directed otherwise.
- B. Leave stockpile areas completely free of all excess fill materials, and repair damaged areas.

END OF SECTION

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SECTION 31 50 00
EXCAVATION SUPPORT AND PROTECTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. SECTION 31 23 16, EXCAVATION AND BACKFILL
- B. Construction Drawings

1.2 SUMMARY

- A. This section includes furnishing materials for and constructing of a temporary earth retaining system capable of resisting soil and hydrostatic pressure and superimposed construction loads as shown on the Construction Drawings. This work consists of furnishing all labor, materials, and equipment required to construct the protection along the exposed rock surfaces.

1.3 REFERENCES

- A. Codes and Standards: Comply with the current editions of the following applicable standard unless otherwise specified herein:
 - 1. International Building Code (IBC).
 - 2. American Institute of Steel Construction (AISC) Specification for Structural Steel Buildings.
 - 3. American Institute for Steel Construction (AISC) Steel Construction Manual.
 - 4. Building Code Requirements for Structural Concrete (ACI 318).

1.4 CONTRACTOR QUALIFICATION

- A. The Contractor shall meet the following experience requirements:
 - 1. The specialty Contractor shall submit a project reference list verifying the successful construction completion of at least five projects with similar size and scope of this project within the last five years. A brief description of each project with the owner's name shall be included.
 - 2. The Contractor shall provide on-site supervisors and operators with experience installing earth retaining systems on at least three projects over the past three years.

1.5 SUBMITTALS

- A. Section 01 33 00 – Submittals.
- B. Contractor Qualifications, as outlined in Section 1.4
- C. Construction Submittals
 - 1. Construction Plan: At least 30 calendar days before starting the construction work, the Contractor shall submit a Construction Plan that includes the following:
 - i. Methods of excavation, including methods or procedures to assure excavation stability for soil and rock excavations.
 - ii. Method of installing the temporary retaining wall as shown on the Construction Drawings.
 - iii. Contingency and emergency plans and procedures, e.g., removal of obstructions.
 - 2. The Contractor shall submit a detailed description of the proposed sequence of construction for initial demolition of existing structures and temporary retaining wall installation following existing structure demolition.
 - 3. Construction Materials
 - i. The Contractor shall submit shop drawings for all materials to the Owner for review and approval.
 - 4. Substitutions or alternates must be accompanied by complete calculations and shop drawings prepared in a manner suitable for presentation; signed by a Professional Engineer registered in the Commonwealth of Pennsylvania and submitted to the Engineer for review and approval.

PART 2 – PRODUCTS

2.1 SUPPORT OF EXCAVATION

- A. Materials used for the elements of the selected temporary retaining wall shall conform to their applicable requirements and ASTM standards.
 - 1. Concrete Bin Blocks, by Concrete Block Supply or approved equal.

- B. The Contractor shall coordinate with the Owner or their onsite representative to locate and select a suitable location for stockpile of materials and equipment prior to mobilization.

PART 3 – EXECUTION

3.1 STORAGE

- A. The Contractor shall protect the materials from the elements by appropriate means.

3.2 SUPPORT OF EXCAVATION INSTALLATION

- A. The Contractor shall follow the Construction Plan to install the temporary retaining wall as shown on the Construction Drawings. During construction, the Contractor shall report daily the construction progress and maintain and submit as-built records of the Work.
- B. The Contractor shall coordinate work with the Owner's Geotechnical Engineer licensed in the Commonwealth of Pennsylvania to observe and approve the subgrade prior to the installation of the temporary retaining wall. The Owner's Geotechnical Engineer should alert all parties of any unsuitable or different conditions encountered related to the design of the temporary retaining wall.

3.3 PROTECTION AND REMEDIATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards that could develop during excavation support system operations.
- B. The Contractor shall repair all damage to adjacent properties/structures and restore the surfaces and finishes to the original state or better.
- C. If in the opinion of the Owner's Geotechnical Engineer the integrity of the adjacent structures or paved areas is jeopardized due to movement, the Contractor shall immediately discontinue further Work in the affected area and implement a plan of action to mitigate further movement. Mitigating measures shall remain in effect until such time that the Owner's Geotechnical Engineer evaluates the impact on the structure and may direct the Contractor to perform any remedial work. The Contractor shall submit proposed remedial measures to the Owner's Geotechnical Engineer for review and approval. Submittals shall include methods and names of subcontractors. The Contractor

shall proceed with remedial work upon acceptance by the Owner's Geotechnical Engineer. Mitigating measures shall be at no additional cost to the Owner.

END OF SECTION

SECTION 32 11 23
AGGREGATE BASE COURSE

PART 1 – GENERAL

1.1 SECTION INCLUDES

- A. Compacted aggregate on a prepared subgrade area and includes the preparation of subgrade.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. PennDOT No. 2A crushed stone compacted base course, Table C, Section 703.2, PennDOT Publication 408 Specifications (current edition).
 - 1. Materials not acceptable: slag (any kind).
- B. AASHTO No. 57 (PennDOT No. 2B) crushed stone compacted base course, Table C, Section 703.2, Penn DOT Publication 408 Specifications (current edition).
 - 1. Materials not acceptable: slag (any kind).

2.2 SOURCE QUALITY CONTROL (AND TESTS)

- A. All aggregates shall be from approved sources and certifications will be submitted for Owner approval.

PART 3 – EXECUTION

3.1 CONSTRUCTION

- A. Install subbase per PennDOT Publication 408.
- B. For rigid and flexible pavement, place a course of No. 2A aggregate to a minimum compacted depth of 6 inches directly on the subgrade.
- C. After the subgrade has been shaped and compacted in a satisfactory manner, the subbase or base materials shall be uniformly spread over subbase area. All segregated areas shall be removed and replaced with well-graded material. Subbase or base material shall not be spread on wet subgrade.

- D. Compact No. 2A aggregate to at least 95% of the maximum dry-mass density, determined according to PTM No. 106 Method B. Compact from the sides to the center, with each pass uniformly.
- E. At the completion of rolling, a straight edge shall be used to detect irregularities in the surface. Areas $\pm\frac{1}{2}$ " of the finished subbase surface shall be remedied by removing or adding subbase material and re-compacting the area, including surrounding surface, until a well compacted, uniform surface is achieved.
- F. Finished depth of subbase for improved streets shall be 6" minimum.

3.2 MAINTENANCE AND TRAFFIC

- A. Protect finished Work.
- B. Allow only necessary local traffic and essential construction equipment on No. 2A subbase course. Repair or replace damaged subbase.
- C. If completed subbase is subjected to hauling or exposed to weather in excess of 60 calendar days, retest for surface irregularities and depth and correct deficiencies as specified in Paragraph 3.01-D.
- D. Keep construction equipment and traffic off compacted aggregates unless specifically authorized by the Engineer.

END OF SECTION

SECTION 32 12 16 ASPHALT PAVING

PART 1 – GENERAL

1.1 SECTION INCLUDES

- A. Construction of a standard plant-mixed, dense-graded, asphalt binder and wearing course.

1.2 REFERENCES

- A. The following is a list of standards which may be referenced in this section:

- 1. PA Department of Transportation (PennDOT)
 - a. Specifications Publication 408/2020 Change 8
 - b. Bulletin 14 – Aggregate Producers
 - c. Bulletin 15 – Qualified Products List for Construction
 - d. Bulletin 25 – Specifications for Bituminous Materials
 - e. Bulletin 41 – Producers of Asphalt Materials

1.3 SUBMITTALS

- A. Product Data:

- 1. PennDOT approved asphalt job mix formulas for binder and wearing courses.
- 2. Submit mix designs for approval to the Owner. The mix designs should include laboratory test results supporting design. Clearly identify the ALCOSAN project number, the Contractor company name with the name and email address for the designated contact person.

1.4 QUALITY ASSURANCE

- A. Provide PennDOT approved materials from producers currently listed in Bulletins.
- B. Obtain materials from same source throughout.

1.5 ENVIRONMENTAL REQUIREMENTS

- A. Paving Season. Terminate the placing of bituminous concrete on October 31, and do not resume prior to April 15, unless the Owner approves otherwise.

PART 2 – PRODUCTS

2.1 SUPERPAVE MIXTURE

A. Asphalt Materials

1. Meeting the requirements of PennDOT Publication 408 Section 413.
 - a. Virgin Mix, Mix Containing 5% to 15% RAP or Mix Containing 5% Recycled Asphalt Shingles (RAS). Furnish material conforming to the requirements of Bulletin 25. Obtain material from a source listed in Bulletin 15 for the specified grade.
2. WMA Technology Additives:
 - a. From an approved source listed in Bulletin 15.
3. Tack coat: Complying with requirements in PennDOT Pub 408.

B. Aggregates

1. Meeting the requirements of PennDOT Publication 408 Section 413.
2. Provide aggregate from sources listed in Bulletin 14. Aggregate and Recycled Asphalt Material (RAM) shall conform to the quality requirements for Superpave Asphalt Mixture Design according to Bulletin 27.

C. Mixes

1. Superpave design based on 3 to 30 million equivalent single axle loads (ESAL) for 20-year paving design life.
2. PG 64S-22 or 64E-22 asphalt binder material
3. Mixture design as approved by PennDOT meeting the requirements of PennDOT Publication 408 Section 413.
4. Binder course:
 - a. Nominal maximum aggregate size of 19 mm with a minimum void in the mineral aggregate (VMA) of 13.5%.
5. Surface course:
 - a. Mixture with a nominal maximum aggregate size of 9.5 mm with a minimum VMA of 15.5%.

PART 3 – EXECUTION

3.1 GENERAL

- A. Comply with equipment and installation requirements as specified in PennDOT Publication 408, Section 413.

3.2 HAULING

- A. Haul the mixtures in tightly sealed vehicles that do not contain petroleum oils, solvents, or other materials that adversely affect asphalt mixture. Provide covers of sufficient size and quality to protect the entire load under all conditions.
- B. Maintain the proper and uniform placement temperature as specified.

3.3 SURFACE PREPARATION

- A. Before delivering placing asphalt materials, remove loose and foreign material and excess joint sealer and crack filler from the surface of existing pavement or previously placed pavement courses. Ensure that prepared subgrade is ready to receive paving.
- B. Before placing a wearing course, correct irregularities in the binder course. If practical, do not allow traffic on the binder course to prevent contamination. Remove and replace binder course that cannot be cleaned to the Owner satisfaction.
- C. Paint existing vertical surfaces of curbs, structures, gutters, and pavements that will be in contact with asphalt mixtures with a uniform coating of either emulsified asphalt, consisting of PennDOT Material Class TACK or NTT/CNTT and applied in two or more applications.
- D. Before overlaying existing surfaces and previously placed courses, apply a tack coat as specified in PennDOT Publication 408 Section 460 unless otherwise indicated.

3.4 ASPHALT PLACEMENT

- A. Machine place asphalt on prepared surface, spread uniformly, and strike off. Place asphalt mix by hand to areas inaccessible to equipment in a manner that prevents segregation of mix. Comply with applicable provisions of PennDOT Publication 408 Section 413 for delivery, placement, spreading and compaction of the mixture.
 - 1. Average density: 92% of reference maximum theoretical density according to PTM No 402, but not less than 90%.
- B. Construct and seal pavement joints as specified.
- C. Protect pavement courses for 24 hours or until the course uniformly cools to a temperature of 140F or less.

3.5 INSTALLATION TOLERANCES

- A. Thickness: Compact each course to produce the necessary thickness within the following tolerances:
 - 1. Base course: 5 inches plus or minus 1/4 inch.
 - 2. Surface course: 1.5 inches plus or minus 1/4 inch.
 - 3. Slope pavement a minimum of 1% to facilitate drainage

3.6 TEMPORARY PAVEMENT

- A. Complete milling and asphalt pavement immediately following trench backfilling and compaction. Contractor is responsible for temporary pavement at the Contractor's own expense. No additional payments will be made for temporary pavement.

END OF SECTION

**SECTION 32 12 18
BITUMINOUS COLD PATCH**

PART 1 – GENERAL

1.1 SECTION INCLUDES

- A. Patching with plant mixed bituminous concrete suitable for stockpiling and all season use on a prepared surface.
- B. Bituminous cold patch is to be used as a temporary pavement during construction and not for permanent paving. Use of cold patch is limited to a maximum of 72 hours. Cold patch may not remain in place for more than 72 hours without approval from the Borough of McKees Rocks.

PART 2 – PRODUCTS

2.1 COLD PATCH BITUMINOUS MATERIAL

- A. All cold patch material shall be obtained from an approved supplier, and the suppliers certification shall submitted to the Owner for approval.

PART 3 – EXECUTION

3.1 PLACEMENT

- A. Place in accordance with Section 32 12 16 or as directed.
- B. Contractor shall provide any and all required sealants and/or tack coatings without additional compensation.

END OF SECTION

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**SECTION 32 13 10
CONCRETE BASE COURSE**

PART 1 – GENERAL

1.1 SECTION INCLUDES

- A. Normal or high early strength plain cement concrete base course.
- B. When placed on subgrade, it includes the preparation of subgrade, as specified in Section 32 11 23.

1.2 RELATED SECTIONS

- A. Section 03 30 00, CAST-IN-PLACE CONCRETE

1.3 ENVIRONMENTAL REQUIREMENTS

A. Cold Weather.

1. Unless otherwise permitted in writing, discontinue concreting operations when the descending air temperature, away from artificial heat, falls below 40 degrees F.
2. Do not resume operations until the air temperature, away from artificial heat, rises to 35 degrees F and is ascending. In such cases, heat the mixing water to not more than 100 degrees F and heat the aggregates to not less than 40 degrees F or more than 100 degrees F, prior to placing in the mixer. Do not allow water with a temperature above 90 degrees F to come in direct contact with the cement, prior to mixing with the aggregates.
3. Place concrete when the concrete temperature is between 50 degrees F and 90 degrees F. Heat the materials in a manner that does not cause overheated areas.
4. Do not use materials containing frost, lumps, or crusts of hardened materials.
5. Do not place concrete on frozen base, subbase, or subgrade.

B. Hot Weather.

1. When the air temperature in the immediate vicinity of concrete operations rises to 85 degrees F, take thermometer readings of the plastic concrete, at half-hour intervals and at the conclusion of the mixing cycles.
2. When the temperature of the plastic concrete rises to 85 degrees F, give particular attention to sprinkling and wetting of subgrade and forms, maintenance of coarse aggregate stock in a saturated surface dry condition, placing, finishing, and prompt starting of curing operations.

3. When the plastic concrete temperature rises to 90 degrees F, cool the mixing water or aggregates to maintain a plastic concrete temperature of 90 degrees F or less.
4. Discontinue concrete operations if the plastic concrete temperature exceeds 90 degrees F after mixing.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Cement Concrete: In accordance with Section 03 30 00, PennDOT Class “AA”
- B. Super High Early Strength Cement Concrete: In accordance with Section 03 30 00, Super High Early Strength Concrete (only when requested by the Owner).

2.2 MIXES

- A. Concrete Mixture. Mixtures from volumetric mixing plants are not permitted, unless approved by the Owner in writing.

PART 3 – EXECUTION

3.1 CONSTRUCTION

- A. General. Construct in accordance with Borough of McKees Rocks Standards of Construction or applicable governing body.
- B. Submit proposed forming methods to the Owner for approval before starting work.
- C. For pavement construction around manholes, inlets, valve boxes, and similar appurtenances, place pre-molded expansion joint filler not less than 1/2-inch in total thickness, for the full depth of the pavement, around the outer sides of structures within the paved areas.
- D. Where pavements adjoin other rigid structures, bridges, or culverts, place pre-molded expansion joint filler, not less than 3/4-inch thick, adjacent to the structures.
- E. Do not use concrete that has developed initial hardening.
- F. Construction Joints. When more than a 30-minute interruption occurs in concreting operations, construct a transverse joint, using a bulkhead. Do not construct within 10 feet of another transverse joint. If not enough concrete has been placed or mixed at the time of interruption to form a slab at least 10 feet long, remove concrete to the preceding joint and dispose of excess mix.

- G. Floating. After the concrete has been struck off and consolidated, smooth and fill in open textured pavement areas with a float, as necessary. Do not add water to the surface. Either mechanical floats or long handled floats may be used.
- H. Final Finish. Broom-finish the surface.
- I. Curing Concrete. Immediately after finishing operations have been completed, cover and cure entire surface, in accordance with one of the methods specified in specification Section 03 39 00, CONCRETE CURING.
- J. Opening to Traffic. The Owner will determine when base course may be open to traffic.

3.2 FIELD QUALITY CONTROL

- A. Straightedge Testing and Surface Correction. While concrete is still plastic, test the surface whenever the CM suspects an area to be deficient or irregular. Immediately correct low areas, then strike off, consolidate, and refinish. Continue straightedge testing and surface corrections until the entire surface is free from observable departures from the straightedge and until the slab conforms to the required grade and cross section.
- B. Defective Work. Unless otherwise directed in writing by the Owner, remove and replace pavement that is defective in any way. The minimum pavement removal and replacement length is 10 feet for the full width.

END OF SECTION

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**SECTION 32 16 13
CONCRETE CURB AND GUTTER**

PART 1 – GENERAL

1.1 SECTION INCLUDES

- A. Cement concrete deep and deck curb.

1.2 CURB TYPE

- A. Deck curb is only to be used to replace existing deck curb or as directed.

PART 2 – PRODUCTS

2.1 PennDOT Class “AAA”

- A. See Section 03 30 00.

PART 3 - EXECUTION

3.1 CONSTRUCTION

- A. Construct in accordance with Borough of McKees Rocks Standard Details of Construction.
- B. Excavate to the required depth, then compact the material upon which the curb is to be constructed to a firm, even surface.
- C. Use approved metal forms, except on sharp curves and short tangent sections, where wood forms may be used. Use forms that will not discolor the concrete.
- D. Placing and Finishing Concrete. Place the concrete in the forms in layers not exceeding 5 inches in depth when spading, or layers not exceeding 15 inches in depth when using a vibrator to eliminate voids. Provide drainage opening through the curb, at the elevation and of the size required, where indicated or directed. Smoothly and evenly finish the top surface of the curb, using a wood float. While the concrete is still plastic, round the edges of the face and back of the curb. Place depressed curbs for drives or curb cut ramps, where indicated or directed.
- E. Curb Machine. The concrete curb may be placed with an approved, self-propelled machine. Uniformly feed the concrete to the machine so the concrete maintains the shape of the section, without slumping after extrusion. Voids or honeycomb on the surface of the finished curb will not be allowed. Immediately after extrusion, perform any additional surface finishing required.

- F. Joints. Form or saw contraction joints 3/16 inch wide and 2 inches deep. Saw as soon as possible after the concrete has set sufficiently to preclude raveling during the sawing and before any shrinkage cracking occurs in the concrete. The depth of saw cut may be decreased at the edge adjacent to the pavement to obtain a maximum depth without pavement damage. Tool the edges of construction joints to a 1/4 inch radius. Place 3/4 inch pre-molded expansion joint material, cut to the cross sectional area of the curb, at structures, and at the end of the work day. Seal joints, as directed.
- G. Removal of Forms. Do not remove forms until such time it will not be detrimental to the concrete. Correct irregular surfaces by rubbing with a Carborundum stone. Brush finishing or plastering will not be permitted. Fill minor defects with mortar.
- H. As soon as possible after the removal of forms, backfill the voids in front and back of the curb, using approved materials. Complete embankments in back of raised curbs, as indicated. Carefully compact the embankment by means of mechanical tampers, or rollers, if permitted, not exceeding 8 tons. Dispose of unsuitable and surplus material.

END OF SECTION

**SECTION 32 16 23
CONCRETE SIDEWALK**

PART 1 – GENERAL

1.1 SECTION INCLUDES

- A. Cement concrete sidewalks on an aggregate bed.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. PennDOT Class “AAA” Cement Concrete: Section 03 30 00, CAST-IN-PLACE CONCRETE.

PART 3 – EXECUTION

3.1 CONSTRUCTION

- A. Preparation of Foundation. Excavate, as required, and form the foundation at a depth 10 inches below and parallel with the finished surface of the sidewalk. When directed, remove unsuitable material as directed. Thoroughly compact the foundation, finish to a firm, even surface; moisten if required.
- B. Placing Aggregate for Bed. Spread PennDOT No. 2A aggregate on the prepared foundation to form a thoroughly compacted bed 6 inches deep.
- C. Forms. Use acceptable wood or metal forms extending the full depth of concrete.
- D. Place concrete 4 inches deep. Strike off, finish, and test. Finish with a light broom finish. Form outside edges and joints with a 1/4-inch radius-edging tool. Form transverse dummy joints at 5-foot intervals, approximately 1/8-inch wide and at least 1 inch deep.
- E. Expansion Joints. Place 1/2-inch pre-molded, approved, expansion joint material for the full depth of the sidewalk, opposite expansion joints in adjacent curb, between the sidewalk and curb, and between the sidewalk and rigid structures.
- F. Removal of Forms. Do not remove side forms until at least 12 hours after placing concrete. After removal of forms, fill minor honeycombed areas with mortar. As directed, remove and replace defective major honeycombed areas.

- G. Backfilling. After the concrete has cured for at least 72 hours, backfill spaces adjacent to the sidewalk, using approved material.
- H. Handicap Ramps shall be constructed according to the US Access Board Americans with Disabilities Act and Architectural Barriers Act Accessibility Guidelines Section 406, Curb Ramps.

END OF SECTION

**SECTION 32 91 13
TOPSOILING AND FINISHED GRADING**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Section 01 68 00, EROSION AND SEDIMENT CONTROL
- B. Section 31 23 16, EXCAVATION AND BACKFILL
- C. Section 32 16 13, CONCRETE CURB AND GUTTER
- D. Section 32 16 23, CONCRETE SIDEWALK
- E. Construction Drawings

1.2 SUMMARY

- A. At the O06A properties (Shingiss and Ella Streets), all demolished building areas will have a final surface of compacted PennDOT 2A Aggregate. Other existing lawn areas are to be restored with vegetation trimming and overseeding where shown on the post demolition site restoration drawing. All other surfaces disturbed during construction are to be repaired or replaced according to the contract drawings and Section 3.3 of this specification.
- B. At the Hamilton Street properties (Hamilton and Ella Streets), all demolished building areas will be restored with compacted PennDOT 2A aggregate and 4 inches of seeded topsoil covered with vegetative stabilization (straw or erosion control blanket). Other existing lawn areas are to be restored with vegetation trimming and overseeding where shown on the post demolition site restoration drawing. Areas to be backfilled with clean fill to achieve final grades shall be restored with 4 inches of seeded topsoil and covered with vegetative stabilization (straw or erosion control blanket). All other surfaces disturbed during construction are to be repaired or replaced according to the contract drawings and Section 3.3 of this specification.
- C. Place, compact and grade, aggregate surface to the elevations and gradients indicated on the Construction Drawings.
- D. During the course of building demolition, the demolition contractor and or site contractor shall protect and take care to avoid damage to all existing above ground infrastructure that is to remain including curb, sidewalk, concrete pavement, roads, manholes, stormwater inlets and grass, tree, and shrub landscaped areas as detailed on the Construction Drawings. In the event that these items are damaged they shall be repaired or replaced in kind at no additional expense to the Owner.

- D. These specifications include inspection and acceptance.

1.3 REFERENCE STANDARDS

- A. PennDOT Publication 408, Specifications, 2020 Edition, Change No. 8 Effective Date April 12, 2024, Section 500, Subsections 501 through 591 as applicable.
- B. PennDOT Publication 242, Pavement Policy Manual regarding pavement design.

1.4 REGULATORY REQUIREMENTS

- A. Comply with Commonwealth of Pennsylvania Department of Transportation standard specifications.

1.5 DEFINITIONS

- A. Finish Grade: Elevation of finished surface
- B. Manufactured Soil: Soil produced off-site by homogeneously blending mineral soils or sand with stabilized organic soil amendments to produce topsoil or planting soil.

1.6 QUALITY ASSURANCE

- A. Preinstallation Conference: Conduct conference at Project site to comply with requirements in Division 1.

1.7 SUBMITTALS

- A. Product Data: For each type of product indicated.

1.8 PRODUCT DELIVERY

- A. Delivery:
 - 1. DO NOT deliver materials to job site until project is ready for their immediate application.

1.9 INSPECTION REQUIREMENTS

- A. The following list of minimal compliance standards are to be inspected and brought into compliance by the Contractor during construction. Discovery and correction of non-complying work is the responsibility of the Contractor. The Contractor shall identify and correct all non-complying items prior to requesting the processing of the Certificate of Substantial Completion.

- B. Complying Gravel Road work shall be capable of withstanding dead and live loads under normal use.
- C. Non-complying work includes but is not limited to the following:
 - 1. Grading that does not achieve positive drainage towards existing stormwater inlets.
 - 2. Fill that does not achieve specifications outlined in Section 31 23 16 – EXCAVATION AND BACKFILL, including, but not limited to, the type of fill, maximum lift size, and level of compaction.
 - 3. Erosion gullies and depressions.

PART 2 – PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities, trees, shrubs, and plantings from damage caused by demolition and excavation operations.
- B. Provide erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.

3.2 FINISHED SURFACE PREPARATION

- A. Subgrade preparation shall include all areas of the site that are to be demolished unless otherwise detailed in the contract drawings.
- B. Backfilled foundation areas shall be brought to finish grade by laying down and compacting equal 4-inch lifts of PennDOT 2A aggregate in accordance with specifications detailed in Section 31 23 16, including, but not limited to, the type of fill, maximum lift size, and level of compaction. Compacted PennDOT 2A aggregate shall be installed to existing adjacent grade at the O06A properties and to an elevation of 4 inches below finished grade elevations at the Hamilton Street properties.
- C. Existing lawn areas at both the O06A properties and the Hamilton Street properties are to be restored with vegetation trimming and overseeding where shown on the post demolition site restoration drawing.

- D. Areas at the Hamilton Street properties where clean fill is being brought in shall be backfilled to 4 inches below finished grade. Place 4 inches of topsoil, seeding, and vegetative stabilization (straw or erosion control blanket) following elevation and grading requirements as detailed in the contract drawings. Grade to within plus or minus one-half inch of finish elevation. Roll, remove ridges, and fill depressions to meet finish grades.
- E. Finished grading shall provide positive drainage across properties and shall be properly compacted so as not to have sinkage, pooling, or low spots within building demolition footprints.
- F. Restore areas if eroded or otherwise disturbed after finish grading.

3.3 RESTORATION OF DAMAGED SITE FEATURES

- A. Areas that are damaged by demolition activity shall be restored or replaced in kind at no expense to the Owner.
- B. If infrastructure that is to remain, including curb, sidewalk, concrete pavement, roads, manholes, stormwater inlets and grass, tree, and shrub landscaped areas as detailed on the Construction Drawings, are damaged by the Contractor, the contractor shall replace or restore as necessary at the Contractor's expense. Manholes and stormwater inlets can be repaired but if damage is significant, they must be replaced. The CM shall approve all decisions to repair or replace damaged infrastructure that is to remain.
- C. Curbs that have been damaged by the contractor during the demolition process will be repaired at the contractor's expense following specifications detailed in Section 32 16 13. Any adjustments made to the specifications detailed in Section 32 16 13 shall be approved by the CM, prior to beginning work.
- D. Sidewalks that have been damaged by the contractor during the demolition process will be repaired at the Contractor's expense following specifications detailed in Section 32 16 23. Any adjustments made to the specifications detailed in Section 32 16 23 shall be approved by the CM, prior to beginning work.
- E. Stormwater inlets, grates, and manholes that have been damaged by the Contractor during the demolition process will be repaired but if damage is significant, replaced in kind at the Contractor's expense.
- F. Roads, access drives and existing concrete parking areas that have been damaged by the Contractor during the demolition process will be repaired at the Contractor's expense following specifications detailed in PennDOT Publication 408/2018, 501 through 591 as applicable and PennDOT Publication 242; however, the existing building concrete foundations on grade designated to remain do not require repair following completion of the demolition work. Any adjustments made to the specifications detailed in PennDOT Publication

408/2018 and PennDOT Publication 242 shall be approved by the CM, prior to beginning work.

- G. Grass or vegetated areas that are damaged as a byproduct of building demolition activity shall be restored at no additional expense to the Owner as detailed in this Section.

34. CLEANUP AND PROTECTION

- A. Promptly remove soil, gravel, and debris created by gravel road work and the entire demolition project from paved areas and other impacted areas of the site. Clean wheels of vehicles before leaving site to avoid tracking soil onto roads, walks, or other paved areas.
- B. Erect barricades and warning signs as required to protect any unfinished, exposed areas.
- C. Once the project is complete, remedy any remaining safety hazards before removing barricades and warning signs.
- D. Prior to removal of erosion and sediment control measures the contractor shall hose down all surrounding walkways and driveways to prevent silt and aggregate accumulation at stormwater catch basins or gutters. Any excess silt trapped by catch basin silt sacks shall be removed.

END OF SECTION

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**SECTION 33 01 30
CURED-IN-PLACE SEWER LINING**

PART 1 – GENERAL

1.1 SUMMARY

A. Section Includes:

1. The minimum requirements for the rehabilitation of sewer pipelines by the installation of Cured-In-Place Pipe (CIPP) within the existing, deteriorated pipe as shown on the plans included as part of these Contract documents using a resin impregnated fabric tube in accordance with requirements of this Specification.

B. Related Sections:

1. Section 01 29 00, MEASUREMENT AND PAYMENT
2. Section 01 33 00, SUBMITTALS
3. Section 01 50 00, CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

1.2 SCOPE OF WORK

- A. The Contractor shall provide all materials, labor, equipment, and services necessary for traffic control, bypass pumping and/or diversion of sewage flows, cleaning and pre-television inspection of sewers to be lined, liner installation, installation of a pre-liner, reinstatement of existing connections, all quality controls, samples and performance of required material tests, final television inspection, testing of lined pipe system and warranty work, all as specified herein. All items of work not specifically mentioned herein which are required, by the Contractor, to make the product perform as intended and deliver the final product as specified herein shall be included in the respective lump sum and unit prices bid.
- B. The CIPP shall be continuous and joint-less from manhole to manhole or access point to access point and shall be free of all defects that will affect the long term life and operation of the pipe.
- C. The CIPP shall fit sufficiently tight within the existing pipe so as to not leak at the manholes, at the service connections or through the wall of the installed pipe. If leakage occurs at the manholes, the Contractor shall seal these areas to stop all leakage using a material compatible with the CIPP as directed by the Owner at no additional cost to the Owner. If leakage occurs through the wall of the pipe the liner shall be repaired or removed as recommended by the CIPP System Manufacturer. Final approval of the liner installation will be based on a leak free pipe.

- D. Neither the CIPP system, nor its installation, shall cause adverse effects to any of the Owner's processes or facilities. The use of the product shall not result in the formation or production of any detrimental compounds or by-products at the wastewater treatment plant. The Contractor shall notify the Owner and identify any by-products produced as a result of the installation operations, test and monitor the levels, and comply with any and all local waste discharge requirements. The Contractor shall cleanup, restore existing surface conditions and structures, and repair any of the CIPP system determined to be defective. The Contractor shall conduct installation operations and schedule cleanup in a manner to cause the least possible obstruction and inconvenience to traffic, pedestrians, businesses, and property owners or tenants.
- E. The installed CIPP shall be a structurally designed pipe within a pipe, meet or exceed all Contract specified physical properties, fitting tightly within the existing pipe all within the tolerances specified. The installed CIPP shall withstand all applicable surcharge loads (soil overburden, live loads, etc.) and external hydrostatic (groundwater) pressure, if present, for each specific installation location.
- F. The installed CIPP shall be designed for a life of 50 years or greater and shall have a long term (50 year) corrosion resistance to the typical chemicals found in domestic sewage.
- G. All existing and confirmed active connections, unless otherwise shown on the drawings, and any service connections directed by the Owner shall be re-opened robotically or by hand in the case of man-entry size piping per paragraph 3.7.D.
- H. All materials furnished, as part of this Contract shall be marked with detailed product information, stored in a manner specified by the manufacturer and tested to the requirements of this Contract.
- I. Testing and warranty inspections shall be executed by the Owner. Any defects found shall be repaired or replaced by the Contractor.
- J. The Contractor shall furnish all samples for product testing at the request of the Owner. The Contractor shall maintain the chain of custody, deliver the samples to an approved laboratory and pay for all material and product testing performed under this Contract.

1.3 REFERENCES

- A. All references to codes and standards shall be to the latest revised version. Where a difference exists between codes and standards, the requirements of these specifications shall apply.
- B. American Society for Testing and Materials (ASTM):
 - 1. ASTM – D790 Standard Test Methods for Flexural Properties of Un-reinforced and Reinforced Plastics and Electrical Insulating Materials.

2. ASTM – D2990 Standard Test Methods for Tensile, Compressive, and Flexural Creep and Creep-Rupture of Plastics.
3. ASTM – D5813 Standard Specification for Cured-in Place Thermosetting Resin Sewer Pipe.
4. ASTM – F1216 Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated Tube.
5. ASTM F2561 – Standard Practice for Rehabilitation of a Sewer Service Lateral and Its Connection to the Main Using a One Piece Main and Lateral Cured-in-Place Liner.
6. ASTM F3110 – Standard Practice for Proper Use of Mechanical Trenchless Point Repair Sleeve with Locking Gear Mechanism for Pipes of Varying Inner Diameter and Offset Joints

1.4 QUALIFICATIONS

- A. Manufacturer: The CIPP System shall have a minimum of 500,000 linear feet and 1,000 CIPP reaches successfully installed.
- B. License or certificate from the Manufacturer stating the CIPP Installer is approved and/or qualified to install the Manufacturer's CIPP system.
- C. CIPP Installer: The Contractor shall have a minimum of three (3) years of continuous experience installing CIPP liners in pipe of a similar diameter, length, and complexity as contained in this Contract. A minimum of 150,000 linear feet of shop wet-out liner fabrication is required for CIPP installers that fabricate the liners in house. The CIPP Installer shall provide a list of a minimum of five (5) projects of comparable length, diameter, and/or complexity. The list shall include reference or owner contact names, current phone numbers, diameter(s) and length(s) of lined pipes, and construction start, and construction completion dates. If the Contractor does not have CIPP experience with the system being used, then a manufacturer's onsite representative must be present during all installations of the CIPP system. The Contractor shall provide the Owner with the manufacturer representative's work experience for approval. Work shall not begin prior to the Owner's approval of the manufacturer's onsite representative.
- D. The lead personnel including the superintendent, the foreman, and the lead crew personnel for the CCTV inspection, resin wet-out, the CIPP liner installation, liner curing, and the robotic service reconnections each must have a minimum of three (3) years of total experience with the CIPP technology proposed for this Contract and must have demonstrated competency and experience to perform the scope of work contained in this Contract. Contractor shall provide a list of similar installation projects managed by the lead personnel performing the work on this Contract. The list shall include project names, owner contacts, current phone numbers, and years of experience. Personnel replaced by the Contractor on this Contract, shall have similar, verifiable experience as the personnel originally submitted for the Project. If the lead

personnel do not have CIPP experience with the system being used, then a manufacturer's onsite representative must be present during all installations of the CIPP system. Contractor shall provide the Owner with the manufacturer representative's work experience for approval. Work shall not begin prior to the Owner's approval of the manufacturer's onsite representative.

1.5 SUBMITTALS

- A. Qualifications listed in paragraph 1.5.
- B. Confined Space Safety Plan.
- C. Contractor shall submit, the following information prior to installation of the lining materials:
 - 1. Manufacturer's certification that the materials to be used meet the requirements of ASTM F1216 and/or D5813 and compliance with these Specifications.
 - 2. Manufacturer's recommendations for shipping, storage, and handling of all components of the CIPP System.
 - 3. Manufacturer's recommended installation pressures, temperatures, and durations for insertion, heat up, curing, and cool down phases.
 - 4. Manufacturer's product data and instructions for the felt tube.
 - 5. Manufacturer's product data and instructions for resin and catalyst system, including MSDS sheets and testing data, in accordance with the appropriate ASTM Standard, that the product meets or exceeds the specification.
 - 6. Manufacturer's product data and instructions for sealing materials.
 - 7. CIPP installation site plan for each shot, including: site layout, field verified pipe diameter and reach lengths, equipment, access points and termination points for each reach, intermediate manhole exposed liner restraining method, and cure schedule.
 - 8. Wet out log for each shot.
 - 9. Design calculations for wall thickness designs in accordance with ASTM F1216, Appendix X1 for fully deteriorated pipe for pipes with less than 10 percent ovality. If pipe ovality is greater than 10 percent, design calculations for wall thickness in accordance with WRC Sewerage Rehabilitation Manual Type II Sewer Design or ASCE Manuals of Reports on Engineering Practice No. 145. All liner design calculations shall be sealed and signed by a registered Professional Engineer in the Commonwealth of Pennsylvania.
 - 10. A detailed bypass plan including a description of how flow from service connections will be managed.
 - 11. A detailed description of the Contractor's proposed procedures for removal of any existing blockages in the pipeline that may be encountered during the cleaning process.

12. A detailed description of the Contractor's proposed procedures for lining through existing gaps or voids in the pipes and controlling infiltration, including, but not limited to, use of pre-liners, internal point repairs, grouting, and soil stabilization
13. A detailed public notification plan, including detailed staged notification to residences affected by the CIPP installation.
14. A detailed plan for the use of temperature monitoring when curing small diameter liner less than 24-inches in diameter.
15. A detailed plan for the fiberoptic cure temperature monitoring system to be installed and used for liner 24- inches in diameter and larger.
16. An odor control plan to demonstrate how odors will be minimized at the project site and surrounding area. Minimum requirements are as follows:
 - a. Measures taken to minimize exposure to personnel and the public.
 - b. Methods for limiting odor within residences in the area of lining operations.
 - c. Ventilation equipment set-up and list of spare ventilation equipment.
 - d. Response plan for public complaints of nuisance odors.
17. A detailed quality control plan that at a minimum includes the following:
 - a. Proposed quality controls to be performed by Contractor.
 - b. Defined responsibilities of Contractor's personnel for assuring that all quality requirements for this Contract are met.
 - c. Contractor shall outline specific repair or replacement procedures for potential defects that may occur in the installed CIPP. Repair/replacement procedures shall be as recommended by the CIPP System Manufacturer and shall be submitted with the quality control plan. Contractor shall make every effort to line through minor defects in lieu of open cut sewer repairs where possible.
 - d. Defects in the installed CIPP that will not affect the operation and long-term life of the product shall be identified and defined. Minor defects that are cosmetic in nature and do not obstruct the flow line or hydraulic capacity of the sewer shall be considered for acceptance by the Owner.
 - e. Repairable defects that may occur in the installed CIPP shall be specifically defined by Contractor based on Manufacturers recommendations, including a detailed step-by-step repair procedure, resulting in a finished product meeting the requirements of the Contract.
 - f. Un-repairable defects that may occur to the CIPP shall be clearly defined by the Contractor based on the Manufacturer's recommendations, including a recommended procedure for the removal and replacement of the CIPP.

1.6 REGULATORY REQUIREMENTS

- A. Contractor shall perform the Work in accordance with the applicable OSHA standards. Particular attention is directed to those safety standards involving entering and working in confined spaces.
 - 1. Contractor shall submit a safety plan for confined space entry with certification of trained staff. This will be reviewed by the Owner; review of this plan by the Owner does not release the Contractor from total liability for site safety.
 - a. Contractor is expected at all times to follow the safety plan that has been submitted.

1.7 DELIVERY, STORAGE AND HANDLING

- A. Materials shall be shipped, stored, and handled in a manner consistent with written recommendations of the CIPP System Manufacturer to avoid damage. Damage includes, but is not limited to gouging, abrasion, flattening, cutting, or puncturing. All damaged materials shall be promptly removed from the Site at the Contractor's expense and disposed of in accordance with all current applicable agency regulations and shall be replaced at no additional cost to the Owner.
- B. The CIPP shall be maintained at a proper temperature in refrigerated facilities as needed to prevent premature curing at all times prior to installation. Any CIPP showing evidence of premature curing shall be rejected for use and shall be removed from the Site immediately.
- C. On site storage locations shall be approved by the Owner.

1.8 SITE CONDITIONS

- A. Environmental Requirements: Do not perform the Work of this Section when weather conditions or the conditions of materials are such that in the opinion of the Owner work cannot be performed satisfactorily.
- B. Contractor may be required to demobilize from the intended lining work site and remobilize at a future time due to field conditions (weather, storm flows, traffic control, property owner access limitations) not suitable for the installation of the proposed liner. Neither additional payment nor claims for delay shall be made by the Contractor for remobilization due to field conditions.
- C. Existing Conditions: Preliminary television inspections may have been conducted by others to determine the approximate condition of the existing sewer lines. Inspection reports may not indicate all of the defects present in the sewer lines. Additional defects discovered by the Contractor during cleaning and inspection will be verified by the Owner.

1. It is expressly understood that the Owner will not be responsible for any interpretations or conclusions drawn by the Contractor from the reports or inspections referred to herein.
- D. Protection: Provide adequate protective measures to protect public pedestrian and vehicular traffic on streets and walkways.
1. Signs, signals, and barricades used shall conform to Section 01 55 26, Traffic Maintenance.
- E. Protect sewer main piping and manholes from damage due to operations associated with Work of this Section. Repair any sewer main or piping and manholes damaged because of doing work of this Section at no additional cost to the Owner. Remove any equipment which has hung up or becomes lost in the sewer at no additional cost to the Owner. Contractor will be responsible for recovering any equipment that becomes lodged in the sewer during the Work including, but not limited to, any cost associated with the required excavation, restoration, repairs to pipes and manholes as needed to restore the pipeline and appurtenances back to their original condition.

1.9 WARRANTY

- A. The materials used for the project shall be certified by the Manufacturer for the specified purpose. Contractor shall warrant the liner material and installation for a period of 1 year from the date of final completion of the Contract. During the Contractor warranty period, any defect which may materially affect the integrity, strength, function and/or operation of the pipe, shall be repaired at the Contractor's expense in accordance with procedures included in this Section and as recommended by the Manufacturer.
- B. On any Work completed by the Contractor that is defective and/or has been repaired, the Contractor shall warrant this work for 1 year in addition to the warranty required by the Contract.
- C. After a pipe section has been lined and for a period of time up to 1 year following completion of the Project, the Owner may inspect all or portions of the lined system. The specific locations will be selected at random by the Owner and will include all sizes of CIPP from this Project. If it is found that any of the CIPP has developed abnormalities since the time of "Post Construction Television Inspection," the abnormalities shall be repaired and/or replaced as defined in paragraph CIPP Repair/Replacement and as recommended by the Manufacturer. If, after inspection of a portion of the lined system under the Contract, problems are found, the Owner may televise all the CIPP installed on the Contract. All verified defects shall be repaired and/or replaced by the Contractor and shall be performed in accordance with this Section, all at no additional cost to the Owner.

1.10 QUALITY ASSURANCE

- A. All liner components to be installed under this Contract may be inspected at the plant for compliance with this Section by an independent testing laboratory provided by the Contractor. Any substitutions to approved materials must first be approved by the Owner in writing prior to use. The Contractor shall require the manufacturer's cooperation in these inspections. The cost of plant inspection will be the responsibility of the Contractor.
- B. Wet-out of the liner shall be done at the manufacturer's facility. On-site wet-out will not be allowed.
- C. Inspection of the liner and associated products may be made by the Owner after delivery. All materials shall be accompanied by test reports certifying that the material conforms to the applicable ASTM standards.
- D. Mark each liner at 5-foot intervals or less with a coded number which identifies the manufacturer, size, material, date and shift on which the felt tube was manufactured. The outside layer of the CIPP shall be coated with impermeable, flexible membrane to contain the resin and allow the resin impregnation (wet-out) procedure to be monitored. Plastic film applied to the interior wall of the finished CIPP shall be compatible with the resin system used, translucent enough that the resin is clearly visible, and firmly bonded to the felt material.
- E. The Owner may reject a liner or any of its component parts at any time if the liner fails to meet any of the requirements specified, whether or not the liner was accepted as satisfactory at the place of manufacture. Mark any liner rejected after delivery for identification and immediately remove the liner from the job site.

PART 2 PRODUCTS

2.1 MATERIALS

A. Fabric Tube

- 1. The fabric tube shall consist of one or more layers of absorbent non-woven polyester-felt fabric or fiberglass (a mixture of the two differing systems in the project shall not be allowed) and meet the requirements of ASTM F1216, ASTM F1743, ASTM D5813, and ASTM F2019. The fabric tube shall be capable of absorbing and carrying resins, constructed to withstand installation pressures and curing temperatures and have sufficient strength to bridge missing pipe segments, stretch to fit irregular pipe sections, negotiate bends, and accommodate defects in the existing pipe. Contractor shall submit certified information from the felt manufacturer on the nominal void volume in the felt fabric that will be filled with resin.

2. Regardless of the system selected, system shall employ a protective coating or sleeve on the liner to eliminate contamination and resin loss while in transport and prior to liner installation.
3. Liner materials shall be chemically resistant and shall withstand internal exposure to domestic sanitary sewer chemicals in the concentration minimums as occur in a municipal sewer system. Additionally, liner materials shall be resistant to external exposure to soil bacteria and any chemical exposure which may be due to the material in the surrounding soil.
 - a. In the event of unsuitable chemical residue remaining on the pipe walls after cleaning, Contractor shall either provide a material resistant to those residues or a neutralizing barrier material so that the chemical does not have a deleterious effect on the liner.
4. The wet-out fabric tube shall have a uniform thickness and excess resin distribution that when compressed at installation pressures will meet or exceed the design thickness after cure.
5. The fabric tube shall be manufactured to a size and length that when installed will tightly fit the internal circumference, meeting applicable ASTM standards or better, of the original pipe. Allowance shall be made for circumferential stretching during installation. The tube shall be properly sized to the diameter of the existing pipe and the length to be rehabilitated and be able to stretch to fit irregular pipe sections and negotiate bends. Contractor shall determine the minimum tube length necessary to effectively span the designated run between manholes. Contractor shall verify the lengths in the field prior to ordering and prior to impregnation of the tube with resin, to ensure that the tube will have sufficient length to extend the entire length of the run. Contractor shall also measure the inside diameter of the existing pipelines in the field prior to ordering liner so that the liner can be installed in a tight-fitted condition.
6. The minimum length of the fabric tube shall be that deemed necessary by the installer to effectively span the distance from the starting manhole to the terminating manhole or access point, plus that amount required to run-in and run-out for the installation process.
7. The outside and/or inside layer of the fabric tube shall be coated with an impermeable, flexible membrane that will contain the resin and facilitate, if applicable, vacuum impregnation and monitoring of the resin saturation during the resin impregnation (wet-out) procedure.
8. No material shall be included in the fabric tube that may cause de-lamination in the cured CIPP. No dry or unsaturated layers shall be acceptable upon visual inspection as evident by color contrast between the tube fabric and the activated resin containing a colorant.
9. The wall color of the interior pipe surface of CIPP after installation shall be a light reflective color so that a clear detailed examination with closed circuit television inspection equipment may be made. The hue of the color shall be dark

enough to distinguish a contrast between the fully resin saturated felt fabric and dry or resin lean areas.

10. Seams in the fabric tube, if applicable, shall meet the requirements of ASTM D5813.
11. The nominal fabric tube wall thickness shall be constructed, as a minimum, to the nearest 0.5-millimeter increment, rounded up from the design thickness for that section of installed CIPP. Wall thickness transitions, in 0.5-millimeter increments or greater as appropriate, may be fabricated into the fabric tube between installation entrance and exit access points. The quantity of resin used in the impregnation shall be sufficient to fill all the felt voids for the nominal felt thickness.

B. Resin

1. The resin shall be a corrosion resistant polyester or vinyl ester resin and catalyst system or epoxy and hardener system that, when properly cured within the tube composite, meets the requirements of ASTM F1216, ASTM F1743, or F2019, the physical properties herein, and those, which are to be utilized in the design of the CIPP for this project. The resin shall produce CIPP which will comply with or exceed the structural and chemical resistance requirements of this Specification.
2. The resin to tube ratio, by volume, shall be furnished as recommended by the Manufacturer.

C. Hydrophilic End Seals

1. Ends shall be sealed with a sealing material that is recommended by the CIPP Manufacturer and shall be compatible with the CIPP/resin system to provide a watertight seal. Hydraulic cements and quick-set cement products are not acceptable. Acceptable materials shall be an approved product that will not crack, dry up, or shrink.

D. Preliners

1. Preliners shall be used as deemed appropriate by Contractor to obtain proper cure of CIPP. Contractor shall control resin loss, CIPP thickness, physical properties, contamination of the resin, and blocked or plugged laterals.
2. The preliner tube shall be reinforced plastic sheet formed into a tube sized to fit the host pipe being lined and shall be continuous with the proposed CIPP in length from manhole to manhole. Damage to the preliner tube shall be repaired immediately according to the Manufacturer's recommendations.

E. Lateral Liners

1. Resin impregnated, single-piece cured-in-place lateral and full wrap main connection liner with hydrophilic gasket seals for sealing the CIPP/lateral connection interface and the lateral termination.

2. Design CIPP liner complying with the structural and chemical resistance requirements of ASTM F1216.
 - a. Flexural Strength: ASTM D790, Minimum 4,500 pounds per square inch.
 - b. Flexural Modulus: ASTM D790, Minimum 250,000 pounds per square inch.
 3. Fabrication shall comply with the requirements of ASTM F2561, latest edition.
 4. Lateral liners shall provide a minimum of 3-feet of lateral lining and a minimum of 6-inches of main line lining on both sides of the lateral.
 - a. T-Liner Main to Lateral Lining System by LMK Technologies, LLC.
 - b. LCR by Caryl Corporation.
 - c. Or approved Equal.
- F. Internal Mechanical Point Repairs
1. Internal mechanical point repairs may be used as deemed appropriate by the Contractor to prepare segments for CIPP installation.
 2. Mechanical repair sleeves shall consist of a stainless steel body and EPDM compression seal that meet the of ASTM F3110.
 3. Manufacturers:
 - a. Rausch, Quicklock
 - b. HydraTech, Hydralock
 - c. Or Equal

2.2 CIPP DESIGN CRITERIA

- A. Contractor to control the types and mixing proportions of the materials used, and the degree of cure executed, and to provide a CIPP system that meets or exceeds the minimum properties specified herein.
- B. CIPP shall be designed as a fully deteriorated pipe in accordance with ASTM F1216. The design submittal shall identify the physical properties.
- C. The design engineer shall set the long term (50 year extrapolated) Creep Retention Factor at 50 percent of the initial design flexural modulus as determined by ASTM 790 test method. This value shall be used unless Contractor submits long-term test data (ASTM D2990) to substantiate a higher retention factor.
- D. The cured pipe material (CIPP) shall, at a minimum, meet or exceed the structural properties, as listed below.
 1. Flexural Strength (Short-Term):
 - a. Felt tubes: 4,500 pounds per square inch (ASTM D790).
 - b. Fiberglass: as recommended by the Manufacturer.

2. Flexural Modulus of Elasticity (Short-Term):
 - a. Felt tubes: 250,000 pounds per square inch (ASTM D790).
 - b. Fiberglass: as recommended by the Manufacturer.
- E. The required structural CIPP wall thickness shall be based, as a minimum, on the physical properties of the cured composite and per the design of the Professional Engineer registered in the Commonwealth of Pennsylvania and in accordance with the Design Equations contained in the appendix of the ASTM standards, and the following design parameters:

Pipe Condition	Fully deteriorated
Soil Depth (above the crown)	Shall be the deepest of the following: adjacent upstream manhole, adjacent downstream manhole, or deepest point between manholes, as field verified by Contractor.
Groundwater Elevation	Ground Surface
Ovality (minimum)	2 percent or as measured by field inspection
Soil Density (assumed)	120 pounds per cubic foot
Soil Modulus	700 pounds per square inch
Live Load	AASHTO HS-20
Design Life	50 years
Design Safety Factor	2.0 (1.5 for pipes 36-inch or larger)
Enhancement Factor	7.0
Poisson's Ratio	0.3

PART 3 EXECUTION

3.1 PRE-INSTALLATION

- A. Owner has shown all existing manhole access points on the Contract Documents to the best of its knowledge.
- B. Conduct cleaning and a pre-installation CCTV inspection of each length of pipe to be lined. Contractor shall submit pre-inspection videos using CCTV software for the segments to be lined.
 1. Segments shall be cleaned and free of all debris, solids, protruding services, obstructions, and other material that would interfere with the installation of CIPP while recording pre-installation CCTV inspections.

2. Flows greater than 10% of the circumferential area shall be controlled to allow for a full inspection of the pipe.
 3. Mineral deposits with a thickness greater than 1/2 of the liner thickness shall be removed prior to lining.
 4. If inspection reveals an obstruction or pipe defect that cannot be removed by conventional sewer cleaning/protruding tap cutting equipment, Contractor shall immediately notify the Owner in writing.
- C. For segments where ovality is not assigned on Contract Drawings, Engineer shall determine ovality of segments. Contractor shall submit pre-installation CCTV inspection to the Engineer for review and not proceed with liner installation until ovality has been provided and liner thickness has been approved by Owner.
- D. Contractor shall notify the Engineer in all cases where segment ovality is 10 percent or greater or Category 4 or 5 pipe defects are present that may cause defects in the installed liner that would otherwise not meet the acceptance requirements in this Section. Owner will determine if a point repair is necessary. Should Owner deem a point repair is necessary, Owner will require a point repair prior to CIPP lining. Owner also reserves the right to authorize lining a segment with 10 percent or greater ovality or Category 4 or 5 pipe defects. Contractor shall not proceed with any linings of these segments until written approval to conduct a lining from the Owner has been obtained.

3.2 NOTIFICATION

- A. Contractor must contact all residents and/or business establishments residing in the affected area of sewers to be lined a minimum of 7 days before installation, by letter personally delivered to each house, building, or apartment. The letter should give a brief summary of the sewer lining process and steps on how to ease this inconvenience. Also, included should be preventable measures that may prevent potential lining odors into their houses (fill floor traps, etc.) It should also be noted that a personal contact will be made 24 hours before installation to remind residents of curtailing water usage during lining and to answer any questions that residents may have. This personal tour of the area shall be conducted by the Contractor's personnel with the CM present. There will be no additional payment for this notification process.

3.3 INSTALLATION

- A. Contractor shall provide by-pass for the flow of existing mainline and service connection effluent around the section or sections of pipe designated for CIPP installation. Service connection effluent may be plugged only after proper notification to the affected residence and must be monitored on a regular basis. Service connection effluent shall not remain plugged overnight. Installation of the liner shall not begin until Contractor has installed the required plugs or a sewage by-pass system and all pumping facilities have been installed and tested under full operating

- conditions including the bypass of mainline and lateral flows. In the event that there is still an unacceptable level of liquid fluid remaining or infiltrating in proposed pipe to be lined, Contractor will take proper steps to control or stop said liquid matter, this being in the form of grouting joints or pipe connections, intercepting or plugging laterals or other conduits, or other Owner approved methods. All fluids should be blocked, diverted, or intercepted and pumped around or past the proposed area to be lined. Once the lining process has begun, existing sewage flows shall be maintained, until the liner tube is fully cured, cooled down, fully televised, and the CIPP ends are finished. Contractor shall submit a detail of the bypass plan and design to the Owner before proceeding with any CIPP installation.
- B. Contractor shall take precautions to minimize the release of styrene and mitigate styrene odors generated during the setup and CIPP lining process, and prevent such odors from entering structures, businesses, or other types of establishments through service connections or other plumbing fixtures.
 - C. Contractor shall perform CCTV of sewer segment immediately prior to and following liner installation. All CCTV work shall meet the requirements of NASSCO performance standards including Pipeline Assessment Certification Program (PACP). Contractor shall identify all active and capped sewer service connections. As part of Payment Application, Contractor shall provide pre-lining CCTV to Owner in the same submittal as the Post-lining CCTV.
 - D. Prior to installation and as recommended by the CIPP System Manufacturer remote temperature gauges or sensors shall be placed inside the host pipe to monitor the temperatures during the cure cycle. Liner and/or host pipe interface temperature shall be monitored and logged during curing of the liner.
 - E. To monitor the temperature of the liner wall and to verify correct curing and where specified by the contract documents, temperature sensors can be placed between the host pipe and the liner in the bottom of the host pipe (invert) throughout its length to monitor the temperature on the outside of the liner during the curing process. The temperature sensors can be placed at intervals as recommended by the sensor manufacturer. Additional sensors can be placed where significant heat sinks are likely or anticipated. The sensors, if installed, should be monitored by a computer using a tamper proof data base that is capable of recording temperatures at the interface of the liner and the host pipe.
 - F. CIPP installation shall be in accordance with the applicable ASTM standards with the following modification:
 - 1. The wet-out tube shall be positioned in the pipeline using the method specified by the Manufacturer. Care should be exercised not to damage the tube as a result of installation. The tube should be pulled-in or inverted through an existing manhole or approved access point and fully extend to the next designated manhole or termination point.

- G. Curing shall be accomplished by utilizing the appropriate medium in accordance with the Manufacturer's recommended cure schedule. The curing source or in and output temperatures shall be monitored and logged during the cure cycles if applicable. The Manufacturer's recommended cure method and schedule shall be used for each line segment installed, and the liner wall thickness and the existing ground conditions with regard to temperature, moisture level, and thermal conductivity of soil, per ASTM as applicable, shall be taken into account by the Contractor.
- H. If any temperature sensor or multiple sensors do not reach the temperature as specified by the Manufacturer to achieve proper curing or cooling, the installer can make necessary adjustments to comply with the Manufacturer's recommendations. The system computer shall have an output report that specifically identifies each installed sensor station in the length of pipe, indicates the maximum temperature achieved and the sustained temperature time. Each sensor shall record both the maximum temperature and the minimum cool down temperature and comply with the Manufacturer's recommendations.
- I. Owner will not process Pay Applications without receipt of curing logs from Contractor.

3.4 COOL DOWN

- A. Contractor shall cool the CIPP in accordance with the approved CIPP manufacturer's recommendations.
- B. Temperatures and curing data shall be monitored and recorded, by the Contractor, throughout the installation process to ensure that each phase of the process is achieved as approved in accordance with the CIPP System Manufacturer's recommendations. This data shall be submitted, in writing, to the Owner immediately following the completion of the Site.

3.5 FINISH

- A. The installed CIPP shall be continuous over the entire length of a sewer line section and be free from visual defects such as foreign inclusions, dry spots, pinholes, major wrinkles, and de-lamination. The CIPP shall be impervious and free of any leakage from the pipe to the surrounding ground or from the ground to inside the lined pipe.
- B. Any defect, which will or could affect the structural integrity or strength of the lining, shall be repaired at the Contractor's expense, in accordance with the procedures submitted under Paragraph "CIPP Repair/Replacement".
- C. If any of the service connections leak water between the host pipe and the installed liner, the Owner reserves the right to direct the Contractor to seal the connection mainline interface with a watertight connection.

- D. If the wall of the CIPP leaks, it shall be immediately repaired or removed and replaced with a watertight pipe as recommended by the Manufacturer of the CIPP system at no additional cost to the Owner.

3.6 MANHOLE CONNECTIONS AND REINSTATEMENT OF EXISTING SERVICES

- A. A seal, consisting of a resin mixture or hydrophilic seal compatible with the installed CIPP shall be applied at manhole/wall interface in accordance with the CIPP System Manufacturer's recommendations.
- B. Existing services shall be reinstated unless visibly capped or indicated otherwise in the Contract Documents. If so requested, Contractor shall dye test to confirm proper service connections and record results. It is the Contractor's responsibility to make sure that all active service connections are reinstated. All active taps shall be fully opened prior to the Contractor receiving payment for the pipe length.
- C. Reinstatement of existing services shall be made after the CIPP has been installed, fully cured, and cooled down.
- D. A CCTV camera and remote cutting tool or man entry with an approved cutting device shall be used for service reinstatement. The machined opening shall be minimum 90 percent of the service connection opening and the bottom of both openings must match. The opening shall not exceed 100 percent of the service connection opening. The edges of the opening shall not have pipe fragments or liner fragments, which may obstruct flow or snag debris. The pipe shall be sufficiently tight so that there is no annular space between the connection and the liner. In all cases the invert of the sewer connection shall be cut flush with the invert entering the mainline. All laterals shall be brushed to ensure a smooth finish.
- E. If service reinstatements result in openings that are greater than 100 percent of the service connection opening, Contractor shall install a CIPP type repair, sufficiently in size to completely cover the over-cut service connection. No additional compensation will be paid for the repair of over-cut service connections.
- F. Coupons of pipe material resulting from service tap cutting shall be collected at the next manhole downstream of the pipe rehabilitation operation prior to leaving the site. Coupons are not allowed to pass through the system.

3.7 FIELD TESTING AND POST-INSTALLATION CCTV

- A. Contractor shall field verify the finished thickness of the CIPP liner in the presence of the CM. Contractor shall provide a set of certified calibrated calipers, capable of reading in tenths of millimeters for use. Finished liner thickness shall be verified for every pipe segment lined. The coupons to be used for liner thickness verification can be collected from reinstated lateral cutouts, interior manholes on multiple manhole lining shots, and the termination manhole. A total of 3 coupons shall be used and the thickness of each individual coupon shall be reported. The liner thickness shall have a tolerance of minus 5 percent plus 10 percent.

- B. Contractor shall perform a detailed post-installation CCTV inspection in the presence of the CM after installation of the CIPP liner and reinstatement of service connections (completely open, cut, and brushed; no interim cut outs).
1. Immediately prior to conducting CCTV inspection, Contractor shall thoroughly clean the newly installed liner removing all debris and build-up that may have accumulated, at no additional cost to the Owner.
 2. The data shall note the inspection date, location of all reinstated service connections, debris, as well as any other defects in the liner, including, but not limited to, gouges, cracks, bumps, or bulges.
 3. The finished liner shall be continuous over the entire length of the installation and shall be free of significant visual defects and shall exhibit no evidence of leaks, splits, bubbles, blisters, burns, cracks, breaks, lifts, kinks, delamination or crazing in the liner.
 4. If visible defects in a liner are discovered after it has been installed, it shall be removed and replaced with either a sound liner or in accordance with procedures included in this Section, or new pipe at no additional cost to the Owner. Any methods that involve removing portions of the smooth polyethylene or polyurethane coating will not be accepted by the Owner. Additional payment for repairs shall be made to the Contractor in cases where Owner directs Contractor to make repair in a liner that were solely caused by the host pipe condition and not by Contractor means and methods and where the Contractor notified the Engineer of segment ovality of 10 percent or greater or Category 4 or 5 pipe defects prior to liner installation as required in paragraph 3.1.
 5. Continuous unedited digital documentation of the inspection shall be provided to the Owner within 10 working days of the liner installation. This submittal shall be per pipe segment. Owner will not process Pay Applications for pipe segments where lateral reinstatement and final CCTV have not been received by Owner. Costs of televising are incidental to Lump Sum Price bid.

3.8 TESTING AND FINAL ACCEPTANCE

- A. All CIPP sample testing and repairs to the installed CIPP as applicable, shall be completed, before final acceptance, meeting the requirements of these specifications and documented in written form.
- B. Contractor shall collect test coupons for testing in accordance with applicable ASTM test methods to confirm compliance with the requirements specified in these Contract Documents. The specimens shall be cut from a section of installed and reformed liner at the termination point of the installation. The test specimen shall be labeled with Project Number, pipe segment identifier, design thickness and sample date. One location per 1,000 linear feet of CIPP installed shall be tested. The frequency of testing may be increased or decreased at the discretion of the Owner, only in writing. On pipelines greater than 18 inches in diameter, the Owner may at its discretion, require plate samples cured with the CIPP

- C. The physical and short-term flexural properties of the installed CIPP shall be verified through field sampling and laboratory testing. All materials testing shall be performed at the CONTRACTOR's expense, by an independent third-party laboratory.
 - 1. Flexural properties testing shall be conducted for each specimen per ASTM F1216 and ASTM D790.
 - 2. Wall thickness measurements shall be conducted for each specimen per ASTM D5813.
- D. The CIPP system installed shall meet the chemical resistance requirements of ASTM D5813. CIPP samples tested shall be of fabric tube and the specific resin proposed for actual construction. It is required that CIPP samples without plastic coating meet these chemical testing requirements.
- E. Final payment for the Project shall be withheld pending receipt and approval of the test results. If properties tested do not meet the minimum physical and thickness requirements, the CIPP shall be repaired or replaced by the Contractor in accordance with procedures included in this Section.

3.9 DETAILS & DIMENSIONS

- A. It shall be the CONTRACTOR's responsibility to verify the dimensions shown on the Drawings in the field and make the necessary adjustments to ensure the correct fit of the material. A complete and accurate as built record as to the location of sewer manholes and wye branch connections shall be furnished to the Owner by the Contractor, for all work locations, at the completion of the Contract.

3.10 CIPP REPAIR/REPLACEMENT

- A. Contractor shall outline specific repair or replacement procedures for potential defects that may occur in the installed CIPP with the quality control plan. Repair/replacement procedures shall be as recommended by the CIPP System Manufacturer and shall be submitted with the quality control plan and subject to approval by the Owner.
- B. Defects in the installed CIPP that will not affect the operation and long-term life of the product shall be as identified and defined in the quality control plan and approved by the Owner. Defects include, but are not limited to, the following:
 - 1. The liner shall be free of visible defects and shall exhibit no evidence of splits, bubbles, blisters, burns, cracks, breaks, lifts, kinks, delamination, and crazing.
 - 2. Wrinkles in the liner as follows:
 - a. Outside of the flow line: wrinkle height shall not exceed a maximum of 5 percent of the inside diameter of the host pipe. Wrinkles in excess of 5 percent of the inside diameter of the host pipe in the longitudinal direction will be evaluated by the Owner for acceptance.
 - b. Inside of the flow line: wrinkle height in the lower third of the pipe shall not exceed 3 percent of the inside diameter of the hoist pipe or 0.5-inches,

whichever is smaller. Wrinkles in excess of 5 percent of the inside diameter of the host pipe in the longitudinal direction will not be accepted.

- C. Repairable defects that may occur in the installed CIPP shall be specifically defined by the Contractor's quality control plan based on Manufacturer's recommendations and as approved by the Owner, including a detailed step-by-step repair procedure, resulting in a finished product meeting the requirements of this Contract.
- D. If visible defects in a liner are discovered after it has been installed, it shall be removed and replaced with either a sound liner or new pipe at no additional cost to the Owner. Any methods that involve removing portions of the smooth polyethylene or polyurethane coating will not be accepted by the Owner.
- E. Continuous unedited digital documentation of the repaired/replaced liner full pipe segment shall be provided to the Owner within 10 working days of the liner repair. Owner will not process Pay Applications for pipe segments where this final CCTV has not been received by the Owner. Costs of televising are incidental to the repair.

END OF SECTION

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SECTION 33 31 11
PUBLIC SANITARY AND STORM SEWER PIPING

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:

1. Sewer pipe and fittings.
2. Underground pipe markers.
3. Connection to existing manholes.
4. Manholes, Catch Basins, and Inlets.
5. Wye branches and tees.
6. Laterals.
7. Bedding and cover materials.

B. Related Sections:

1. Section 31 23 16 – Excavation and Backfill
2. Section 03 30 00 – Cast-In-Place Concrete

1.2 MEASUREMENT AND PAYMENT

- A. See Section 01 29 00 Measurement and Payment.**

1.3 REFERENCES

A. ASTM International (ASTM):

1. ASTM C12 – Standard Practice for Installing Vitrified Clay Pipe Lines.
2. ASTM C76 – Standard Specification for Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe.
3. ASTM C425 – Standard Specification for Compression Joints for Vitrified Clay Pipe and Fittings.
4. ASTM C443 – Standard Specification for Joints for Concrete Pipe and Manholes, Using Rubber Gaskets.
5. ASTM C700 – Standard Specification for Vitrified Clay Pipe, Extra Strength, Standard Strength, and Perforated.
6. ASTM C923 – Standard Specification for Resilient Connectors Between Reinforced Concrete Manhole Structure, Pipes, and Laterals.

7. ASTM D2412 – Standard Test Method for Determination of External Loading Characteristic of Plastic Pipe by Parallel-Plate Loading.
8. ASTM D3034 – Standard Specification for Type PSM Polyvinyl Chloride (PVC) Sewer Pipe and Fittings.
9. ASTM D3212 – Standard Specification for Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals.
10. ASTM F477 – Standard Specification for Elastomeric Seals (Gaskets) for Joining Plastic Pipe.
11. ASTM F679 – Standard Specification for Poly (Vinyl Chloride) (PVC) Large-Diameter Plastic Gravity Sewer Pipe and Fittings.

B. American Water Works Association (AWWA):

1. AWWA C105 – American National Standard for Polyethylene Encasement for Ductile-Iron Pipe Systems.
2. AWWA C110 – American National Standard for Ductile-Iron and Grey-Iron Fittings, 3 in. through 48 in. (75 mm through 1200 mm), for Water and Other Liquids.
3. AWWA C111 – American National Standard for Rubber-Gasket Joints for Ductile-Iron Pressure Pipe and Fittings.
4. AWWA C150 – ANSI Standard for the Thickness Design of Ductile Iron Pipe.
5. AWWA C151 – American National Standard for Ductile-Iron Pipe, Centrifugally Cast, for Water.
6. AWWA C153 – American National Standard for Ductile-Iron Compact Fittings for Water Service.

1.4 SUBMITTALS

- A. See Section 01 33 00, Submittals.
- B. Product Data: Submit catalog cuts and other pertinent data indicating proposed materials, accessories, details, and construction information.
- C. Submit reports indicating field tests made and results obtained.
- D. Manufacturer's Installation Instructions:
 1. Indicate special procedures required to install Products specified.
 2. Submit detailed description of procedures for connecting new sewer to existing sewer line.
- E. Manufacturer's Certificate: Certify products meet or exceed specified requirements.

1.5 CLOSEOUT SUBMITTALS

- A. Project Record Documents: Record location of pipe runs, connections, manholes, cleanouts, and invert elevations.
- B. Identify and describe unexpected variations to subsoil conditions or discovery of uncharted utilities.

1.6 QUALITY ASSURANCE

- A. Pipe Markings All pipe shall be marked immediately after manufacture as follows:
 - 1. Diameter, Pipe Class, and Wall.
 - 2. Date of Manufacture.
 - 3. Name of Trademark of Manufacturer.
 - 4. Test Method prior to shipment (Air, Water, or Vacuum).
- B. Perform Work in accordance with the more stringent requirements of McKees Rocks Borough, Allegheny County, PennDOT, and the Owner.

1.7 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum three years documented experience.

1.8 PRE-INSTALLATION MEETINGS

- A. Review the Sewer Inspection Reports to verify the location of existing sewer wyes.
- B. See Section 01 31 13 Project Coordination.

1.9 DELIVERY, STORAGE, AND HANDLING

- A. Block individual and stockpiled pipe lengths to prevent moving.
- B. Materials shall not be placed on private property without the written permission of the property owner. Pipe may be strung along the pipe alignment route where approved by the OWNER.
- C. Pipe and fittings shall not be dropped.
- D. Take necessary measures to prevent damage to the exterior surface or internal lining of the pipe.
- E. Do not stack pipe higher than recommended by the pipe manufacturer.

- F. Gaskets for mechanical and push-on joints shall be stored in a cool, dry location out of direct sunlight, and not in contact with petroleum products.

1.10 FIELD MEASUREMENTS

- A. Verify field measurements and elevations are as indicated.

1.11 COORDINATION

- A. See Section 01 31 13 Project Coordination.
- B. Comply with PA One Call Requirements.

PART 2 PRODUCTS

2.1 SEWER PIPE AND FITTINGS

- A. Plastic Pipe: ASTM D3034, SDR 26, Poly (Vinyl Chloride) (PVC) material; 4-inch through 15-inch diameter; bell and spigot style rubber ring sealed gasket joint.
 - 1. Joints: ASTM F477 and shall meet ASTM D3212.
 - 2. The pipe stiffness shall be in accordance with ASTM D2412.
 - 3. Fittings: PVC.
 - 4. CONTRACTOR shall use elastomeric waterstops or gaskets to couple all PVC Pipes to concrete structures.
 - 5. Installation of couplings shall conform to the applicable sections of ASTM C923.
 - 6. When transitioning to different pipe material, appropriate flexible coupling will be used to maintain a watertight seal.
- B. Plastic Pipe: ASTM F679, PS 115, PVC material; 18-inch through 36-inch diameter; bell and spigot style rubber ring sealed gasket joint.
 - 1. Joints: ASTM F477 and shall meet ASTM D3212.
 - 2. Fittings: PVC.
 - 3. CONTRACTOR shall use elastomeric waterstops or gaskets to couple all PVC Pipes to concrete structures.
 - 4. Installation of couplings shall conform to the applicable sections of ASTM C923.
 - 5. When transitioning to different pipe material, appropriate flexible coupling will be used to maintain a watertight seal.

2.2 FLEXIBLE COUPLINGS

- A. Manufacturers:

1. Fernco Model.
 - a. 1001 Series - Vitrified Clay to Vitrified Clay.
 - b. 1002 Series - Vitrified Clay to PVC.
 - c. 1003 Series - Vitrified Clay to Ductile Iron.
 - d. 1004 Series - Reinforced Concrete to Reinforced Concrete.
 - e. 1006 Series - Reinforced Concrete to PVC.
 - f. 1051 Series - Ductile Iron to PVC.
 - g. 1055 Series - Ductile Iron to Ductile Iron.
 - h. 1056 Series - PVC to PVC.
2. Flex-Seal by Mission Rubber.
3. Or Approved Equal.

2.3 SHIELDED COUPLINGS

- A. Stainless Steel Shear Rings
- B. Manufacturers:
 1. Fernco Models.
 2. Mission Rubber.
 3. Or Approved Equal.

2.4 CONCRETE ENCASEMENT AND CRADLES

- A. Concrete: Conforming to Section 03 30 00, Cast-In-Place Concrete, 4000 psi, 28-day concrete.
- B. Concrete Reinforcement: Conform to Section 03 30 00, Cast-In-Place Concrete and Standard Details.

2.5 UNDERGROUND PIPE MARKERS

- A. Electronically locatable brightly colored plastic ribbon tape, displaying the continuously printed "SEWER" notation, minimum 6-inches wide, 4 mil thick, manufactured for direct burial service.
- B. Tape shall be laid between backfilling lifts over the pipe not less than 2-feet above the pipe and not less than 4-feet below the finished ground surface.

2.6 INSERTABLE LATERAL CONNECTIONS

- A. Wye or Tee Connections

1. Rubber Sleeve and Gasketed PVC Hub, conforming to ASTM F477.
2. Manufacturer List:
 - a. Inserta Tee or Inserta Wye.
 - b. Harco.
 - c. Or Approved Equal.

2.7 BEDDING AND BACKFILL MATERIALS

- A. Bedding and backfill materials shall conform to Section 31 23 16 Excavation and Backfill.

PART 3 EXECUTION

3.1 PREPARATION

- A. Continuous water and sewer service shall be maintained throughout the job. Contractor shall furnish and install temporary cuts and plugs of existing pipes as necessary to maintain said service.
- B. Remove large stones or other hard matter capable of damaging pipe or impeding consistent backfilling or compaction.
- C. Protect and support existing sewer lines, utilities, and appurtenances.
- D. Maintain profiles of utilities. Coordinate with other utilities to eliminate interference. Notify Owner where crossing conflicts occur.

3.2 BEDDING

- A. Excavate pipe trench in accordance with Section 31 23 16 Excavation and Backfill.
- B. Excavate to lines and grades required to accommodate installation of pipe zone bedding.
- C. Dewater excavations to maintain dry conditions and preserve final grades at bottom of excavation.
- D. Provide sheeting and shoring in accordance with Section 31 23 16 Excavation and Backfill.
- E. Place bedding material in accordance with Section 31 23 16 Excavation and Backfill.

3.3 INSTALLATION – PIPE

- A. Unless otherwise approved by the Owner in writing, pipe laying shall be performed only in the presence of the Owner, and the Contractor shall give 24-hour notice of scheduled pipe laying operations to the Owner.
- B. All pipe shall be installed to the lines and grades to match the existing sewer or as directed by the Owner. Contractor shall furnish labor, material, and surveying instruments and tools to establish and maintain all lines and grades from the control points furnished by the Owner.
- C. Grade and alignment of the pipe shall be maintained by the use of laser beams or other methods acceptable to the Owner.
- D. Blocking will not be permitted except where the pipe is to be encased in concrete.
- E. The grade shown on the profile is that of the invert of the pipe. Work not in compliance with these grades will be rejected and shall be corrected by the Contractor at Contractor's expense in a manner acceptable to the Owner.
- F. The pipe shall not be driven down to grade by striking it with a shovel handle, timber, rammer, or other unyielding object.
- G. Pipe laying shall proceed upgrade with hubs up-grade and spigot ends fully entered into hubs. Each section of pipe shall rest upon the pipe bed for the full length of its barrel with recesses excavated to accommodate bells and joints to form a continuous and uniform line without projections, indentations, offsets, or irregularities of any kind.
- H. Backfill material shall be placed and compacted between the pipe and the sides of the trench to hold the pipe in correct alignment. Backfill shall be placed to avoid damage to the pipe. Any pipe that has its grades or joints disturbed after laying shall be removed and re-laid.
- I. Walking or working on the completed pipe line, except as may be necessary in backfilling or tamping, shall not be permitted until the trench has been backfilled to a height of at least 2-feet over the top of the pipes.
- J. Any defective pipe or fitting found in the line shall be removed and replaced without cost to the Owner.
- K. The interior and ends of all pipe shall be thoroughly cleaned during laying operations by means of plugs or other approved methods.
- L. Under no circumstances shall pipe be laid in water and no pipe shall be laid when trench conditions or the weather is unsuitable for such work except by permission of the Owner.

- M. If deemed necessary by the Owner, pipes will be tested for leakage between manholes as the work progresses.
- N. All pipes shall be joined in strict conformance with the Manufacturer's written specifications.
- O. Each section of pipe shall be cleaned and inspected before joining. Assembly shall provide tight, flexible joints that permit movement caused by expansion, contraction, and ground movement.
- P. If unusual joining resistance is encountered or if the pipe cannot be fully inserted into the bell, the Contractor shall disassemble the joint, inspect it for damage, re-clean or replace the joint components, and reassemble the joint.
- Q. At all times when piping installation is not actually in progress, the open ends in place of piping shall be closed by temporary plugs or by other approved means.
- R. If water is in the trench when work is resumed, the plug shall not be removed until all danger of earth or other materials from entering the pipe has passed.
- S. The connection to the existing sewers shall be protected in such a manner to prevent water, dirt, or debris from entering the existing system at any time during construction.
- T. Take all necessary precautions to prevent flotation of the pipe from trench flooding.
- U. Where indicated on the Drawings or required by the Owner, piping shall be placed on a concrete cradle, or concrete shall be placed around pipes for anchors, bedding, and encasement.
- V. Concrete anchors or cradles shall consist of structures composed of concrete built-in trenches to support pipes and to the dimensions shown on the Drawings, or as furnished by the OWNER. In all cases, water shall be kept out of the trench until the concrete encasement or cradle, where used, has hardened or until the pipe sidefills have been placed.
- W. Concrete bedding and encasement shall be composed of concrete placed in trenches without forms as pipe bedding, or encased around pipes, to the dimensions and in the locations designated by the Owner or indicated on the Drawings.

3.4 INSTALLATION - CONNECTION TO EXISTING MANHOLE/STRUCTURE

- A. Core drill existing manhole/structure to clean opening. Using pneumatic hammers, chipping guns, sledgehammers, etc. is not permitted.
- B. Install watertight neoprene gasket and seal with non-shrink concrete grout.
- C. Prevent construction debris from entering existing sewer line when making connection.

3.5 INSTALLATION - WYE BRANCHES AND TEES

- A. Wye branches shall be installed at the locations indicated by the Drawings.
- B. Maintain minimum 5-feet separation distance between wye connection and manhole.
- C. Supply the appropriate size wyes for all lateral connections/reconnections and/or core each lateral to correct size. Unless otherwise directed connections to main sewers will be made with commercially manufactured wye branches and 1/8 bends.
- D. When tapping into an existing pipeline, provide approved saddle wye or tee with stainless steel clamps or core drill the pipe and install watertight approved resilient boot insertable lateral connection. Mount saddles shall then be mounted with solvent cement or gasket and then secured with metal bands.
- E. Holes shall be laid out with a template and then cut with a mechanical hole cutter.
- F. Use standard fittings of the same material and joint type as the pipeline into which they are installed.
- G. Cutting of pipe will not be permitted except in special cases approved by the OWNER.
- H. Unless otherwise directed, wye branches will be installed as shown on Drawings with the branch turned approximately 45 degrees from the horizontal.

3.6 INSTALLATION - LATERALS

- A. Service connections shall be laid and joined in every respect in the same manner specified for installation of pipe and fittings. All sewer service connections shall have a hub-end and be closed with pipe caps as specified.
- B. Termination elevation of all service connections will be determined by the elevation of the service sewer to be connected unless approved by the Owner.
- C. If a transition in sewer lateral pipe must be made during the reconnection of service connections, an approved flexible type coupling or donut, and sealers must be installed. Costs for furnishing and installing the couplings and sealers shall be included in the sewer lateral unit price bid.
- D. The ends of all service connection trenches shall not be backfilled until the elevation and location of the service connection has been inspected and approved by the Owner.
- E. Remove by drilling and wedging or some other approved method other than blasting any rock encountered in service connection trenches within 25-feet of any building. Rock shall be removed to a point not less than 5-feet beyond the end of the lateral installation.

- F. Where the depth of the main pipeline warrants, riser type laterals shall be constructed from the wye branch.
- G. Maintain minimum 5-feet separation distance between laterals.
- H. Install watertight plug, braced to withstand pipeline test pressure thrust, at termination of lateral. Install a 2-inch by 2-inch temporary marker stake extending from end of lateral to 12-inches above finished grade. Paint top 6-inches of stake with fluorescent green paint.

3.7 BACKFILLING

- A. Backfill around sides and to top of pipe in accordance with Section 31 23 16 Excavation and Backfill.
- B. Maintain optimum moisture content of bedding material to attain required compaction density per Section 31 23 16 Excavation and Backfill.

3.8 FIELD QUALITY CONTROL

- A. Post Construction Television Inspection: Televise sewer pipeline immediately following completion of point repair and backfill.
- B. Request inspection prior to and immediately after placing bedding.
- C. Compaction Testing: In accordance with Section 31 23 16 Excavation and Backfill.
- D. When tests indicate Work does not meet specified requirements, remove work, replace, and retest.

3.9 PROTECTION OF FINISHED WORK

- A. Protect pipe and aggregate cover from damage or displacement until backfilling operation is in progress.

END OF SECTION

ARTICLE 7
PREVAILING MINIMUM
WAGE DETERMINATION

**BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES**

Project Name:	Contract 1809 Site Demolition Contract III
General Description:	The Work to be done includes the complete demolition of structures to grade on fourteen parcels and the subsequent site restoration, and hazardous material abatement.
Project Locality	McKees Rocks
Awarding Agency:	ALCOSAN
Contract Award Date:	7/24/2025
Serial Number:	25-05134
Project Classification:	Heavy/Highway
Determination Date:	5/13/2025
Assigned Field Office:	Pittsburgh
Field Office Phone Number:	(412)565-5300
Toll Free Phone Number:	(877)504-8354
Project County:	Allegheny County

BUREAU OF LABOR LAW COMPLIANCE PREVAILING WAGES PROJECT RATES

Project: 25-05134 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Asbestos & Insulation Workers	8/1/2023		\$42.40	\$29.01	\$71.41
Asbestos & Insulation Workers	8/1/2024		\$43.40	\$29.51	\$72.91
Boilermakers	6/1/2016		\$40.90	\$27.61	\$68.51
Bricklayer	6/1/2024		\$40.25	\$25.34	\$65.59
Bricklayer	12/1/2024		\$41.00	\$25.59	\$66.59
Bricklayer	6/1/2025		\$41.50	\$26.09	\$67.59
Carpenters - Piledriver/Welder	1/1/2023		\$40.63	\$21.22	\$61.85
Carpenters - Piledriver/Welder	1/1/2024		\$42.13	\$21.97	\$64.10
Carpenters - Piledriver/Welder	1/1/2025		\$43.38	\$22.72	\$66.10
Carpenters - Piledriver/Welder	1/1/2026		\$44.63	\$23.47	\$68.10
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2023		\$39.69	\$19.93	\$59.62
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2024		\$41.49	\$19.93	\$61.42
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2025		\$43.34	\$19.93	\$63.27
Cement Masons	6/1/2023		\$33.07	\$23.59	\$56.66
Cement Masons	7/1/2024		\$34.57	\$25.09	\$59.66
Drywall Finisher	6/1/2023		\$32.39	\$23.75	\$56.14
Drywall Finisher	6/1/2024		\$34.01	\$24.63	\$58.64
Electricians & Telecommunications Installation Technician	12/22/2023		\$48.61	\$31.80	\$80.41
Electricians & Telecommunications Installation Technician	12/27/2024		\$50.86	\$32.69	\$83.55
Electricians & Telecommunications Installation Technician	12/26/2025		\$54.16	\$32.69	\$86.85
Elevator Constructor	1/1/2023		\$56.14	\$42.83	\$98.97
Elevator Constructor	1/1/2024		\$58.55	\$43.87	\$102.42
Elevator Constructor	1/1/2025		\$61.07	\$40.05	\$101.12
Glazier	9/1/2023		\$35.65	\$30.05	\$65.70
Glazier	9/1/2024		\$37.06	\$31.89	\$68.95
Iron Workers	6/1/2023		\$38.89	\$35.02	\$73.91
Iron Workers	6/1/2024		\$39.89	\$36.47	\$76.36
Iron Workers	6/1/2025		\$41.50	\$37.36	\$78.86
Laborers (Class 01 - See notes)	1/1/2023		\$25.82	\$19.46	\$45.28
Laborers (Class 01 - See notes)	1/1/2024		\$26.82	\$19.46	\$46.28
Laborers (Class 01 - See notes)	1/1/2025		\$27.32	\$19.96	\$47.28
Laborers (Class 01 - See notes)	1/1/2026		\$27.82	\$20.46	\$48.28
Laborers (Class 02 - See notes)	1/1/2023		\$25.97	\$19.46	\$45.43
Laborers (Class 02 - See notes)	1/1/2024		\$26.97	\$19.46	\$46.43
Laborers (Class 02 - See notes)	1/1/2025		\$27.47	\$19.96	\$47.43
Laborers (Class 02 - See notes)	1/1/2026		\$27.97	\$20.46	\$48.43
Laborers (Class 03 - See notes)	1/1/2023		\$28.97	\$19.46	\$48.43
Laborers (Class 03 - See notes)	1/1/2024		\$29.97	\$19.46	\$49.43
Laborers (Class 03 - See notes)	1/1/2025		\$30.47	\$19.96	\$50.43
Laborers (Class 03 - See notes)	1/1/2026		\$30.97	\$20.46	\$51.43

BUREAU OF LABOR LAW COMPLIANCE PREVAILING WAGES PROJECT RATES

Project: 25-05134 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Laborers (Class 04 - See notes)	1/1/2021		\$23.57	\$19.32	\$42.89
Landscape Laborer (Skilled)	1/1/2024		\$24.79	\$18.53	\$43.32
Landscape Laborer (Skilled)	1/1/2025		\$25.79	\$18.78	\$44.57
Landscape Laborer (Skilled)	1/1/2026		\$26.79	\$19.03	\$45.82
Landscape Laborer (Tractor Operator)	1/1/2024		\$25.09	\$18.53	\$43.62
Landscape Laborer (Tractor Operator)	1/1/2025		\$26.09	\$18.78	\$44.87
Landscape Laborer (Tractor Operator)	1/1/2026		\$27.09	\$19.03	\$46.12
Landscape Laborer	1/1/2024		\$24.37	\$18.53	\$42.90
Landscape Laborer	1/1/2025		\$25.37	\$18.78	\$44.15
Landscape Laborer	1/1/2026		\$26.37	\$19.03	\$45.40
Millwright	6/1/2020		\$41.68	\$20.32	\$62.00
Operators (Class 01 - see notes)	6/1/2022		\$38.89	\$23.69	\$62.58
Operators (Class 01 - see notes)	6/1/2023		\$40.69	\$23.89	\$64.58
Operators (Class 01 - see notes)	6/1/2024		\$41.69	\$24.39	\$66.08
Operators (Class 01 - see notes)	6/1/2025		\$42.72	\$24.79	\$67.51
Operators (Class 01 - see notes)	6/1/2026		\$43.74	\$25.29	\$69.03
Operators (Class 02 -see notes)	6/1/2022		\$32.82	\$23.69	\$56.51
Operators (Class 02 -see notes)	6/1/2023		\$34.62	\$23.89	\$58.51
Operators (Class 02 -see notes)	6/1/2024		\$35.62	\$24.39	\$60.01
Operators (Class 02 -see notes)	6/1/2025		\$36.67	\$24.79	\$61.46
Operators (Class 02 -see notes)	6/1/2026		\$37.67	\$25.29	\$62.96
Operators (Class 03 - See notes)	6/1/2022		\$30.03	\$23.69	\$53.72
Operators (Class 03 - See notes)	6/1/2023		\$31.83	\$23.89	\$55.72
Operators (Class 03 - See notes)	6/1/2024		\$32.83	\$24.39	\$57.22
Operators (Class 03 - See notes)	6/1/2025		\$33.88	\$24.79	\$58.67
Operators (Class 03 - See notes)	6/1/2026		\$34.88	\$25.29	\$60.17
Painters Class 6 (see notes)	6/1/2023		\$30.56	\$24.01	\$54.57
Painters Class 6 (see notes)	6/1/2024		\$32.14	\$24.93	\$57.07
Painters Class 6 (see notes)	6/1/2025		\$34.16	\$25.81	\$59.97
Piledrivers	1/1/2023		\$39.13	\$21.22	\$60.35
Piledrivers	1/1/2024		\$40.63	\$21.97	\$62.60
Piledrivers	1/1/2025		\$41.88	\$22.72	\$64.60
Piledrivers	1/1/2026		\$43.13	\$23.47	\$66.60
Plasterers	6/1/2023		\$32.14	\$20.54	\$52.68
Plasterers	6/1/2024		\$33.14	\$21.04	\$54.18
plumber	6/1/2024		\$51.75	\$25.87	\$77.62
plumber	6/1/2025		\$54.95	\$25.87	\$80.82
plumber	6/1/2026		\$58.05	\$25.87	\$83.92
plumber	6/1/2027		\$61.15	\$25.87	\$87.02
Pointers, Caulkers, Cleaners	6/1/2024		\$38.59	\$21.36	\$59.95
Pointers, Caulkers, Cleaners	12/1/2024		\$39.69	\$21.61	\$61.30
Pointers, Caulkers, Cleaners	6/1/2025		\$40.66	\$21.99	\$62.65
Roofers	6/1/2023		\$37.00	\$19.92	\$56.92
Roofers	6/2/2024		\$38.00	\$20.67	\$58.67

**BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES**

Project: 25-05134 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Sheet Metal Workers	8/1/2023		\$41.00	\$32.94	\$73.94
Sheet Metal Workers	7/1/2024		\$43.00	\$33.96	\$76.96
Sign Makers and Hangars	7/15/2023		\$31.76	\$24.63	\$56.39
Sign Makers and Hangars	7/15/2024		\$32.32	\$25.82	\$58.14
Sprinklerfitters	7/1/2023		\$43.84	\$25.50	\$69.34
Sprinklerfitters	1/1/2024		\$43.28	\$26.06	\$69.34
Sprinklerfitters	7/1/2024		\$45.38	\$26.46	\$71.84
Sprinklerfitters	1/1/2025		\$44.79	\$27.05	\$71.84
Steamfitters	6/1/2023		\$46.10	\$28.37	\$74.47
Steamfitters	6/1/2024		\$48.15	\$29.57	\$77.72
Steamfitters	6/1/2025		\$50.20	\$31.02	\$81.22
Stone Masons	6/1/2024		\$42.35	\$23.97	\$66.32
Stone Masons	12/1/2024		\$43.10	\$24.22	\$67.32
Stone Masons	6/1/2025		\$43.60	\$24.72	\$68.32
Terrazzo Finisher	6/1/2023		\$39.79	\$18.47	\$58.26
Terrazzo Finisher	12/1/2024		\$41.04	\$18.72	\$59.76
Terrazzo Finisher	6/1/2025		\$41.73	\$19.03	\$60.76
Terrazzo Mechanics	6/1/2024		\$39.14	\$20.77	\$59.91
Terrazzo Mechanics	12/1/2024		\$40.39	\$21.02	\$61.41
Terrazzo Mechanics	6/1/2025		\$41.13	\$21.28	\$62.41
Tile Finisher	6/1/2024		\$31.56	\$17.74	\$49.30
Tile Finisher	12/1/2024		\$32.51	\$17.99	\$50.50
Tile Finisher	6/1/2025		\$33.24	\$18.36	\$51.60
Tile Setter	6/1/2024		\$38.46	\$22.19	\$60.65
Tile Setter	12/1/2024		\$39.41	\$22.44	\$61.85
Tile Setter	6/1/2025		\$40.15	\$22.80	\$62.95
Truckdriver class 1(see notes)	1/1/2023		\$33.18	\$22.21	\$55.39
Truckdriver class 1(see notes)	1/1/2024		\$34.93	\$22.71	\$57.64
Truckdriver class 1(see notes)	1/1/2025		\$36.43	\$23.21	\$59.64
Truckdriver class 1(see notes)	1/1/2026		\$37.93	\$23.71	\$61.64
Truckdriver class 2 (see notes)	1/1/2023		\$33.64	\$22.52	\$56.16
Truckdriver class 2 (see notes)	1/1/2024		\$35.39	\$23.02	\$58.41
Truckdriver class 2 (see notes)	1/1/2025		\$36.89	\$23.52	\$60.41
Truckdriver class 2 (see notes)	1/1/2026		\$38.39	\$24.02	\$62.41
Window Film / Tint Installer	10/1/2019		\$25.00	\$2.63	\$27.63

**BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES**

Project: 25-05134 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Carpenter	1/1/2023		\$38.60	\$20.59	\$59.19
Carpenter	1/1/2024		\$40.10	\$21.34	\$61.44
Carpenter	1/1/2025		\$41.35	\$22.09	\$63.44
Carpenter	1/1/2026		\$42.60	\$22.84	\$65.44
Carpenter Welder	1/1/2023		\$40.10	\$20.59	\$60.69
Carpenter Welder	1/1/2024		\$41.60	\$21.34	\$62.94
Carpenter Welder	1/1/2025		\$42.85	\$22.09	\$64.94
Carpenter Welder	1/1/2026		\$44.10	\$22.84	\$66.94
Carpenters - Piledriver/Welder	1/1/2023		\$40.63	\$21.22	\$61.85
Carpenters - Piledriver/Welder	1/1/2024		\$42.13	\$21.97	\$64.10
Carpenters - Piledriver/Welder	1/1/2025		\$43.38	\$22.72	\$66.10
Carpenters - Piledriver/Welder	1/1/2026		\$44.63	\$23.47	\$68.10
Cement Finishers	1/1/2023		\$34.14	\$25.05	\$59.19
Cement Finishers	1/1/2024		\$35.14	\$26.30	\$61.44
Cement Finishers	1/1/2025		\$35.94	\$27.50	\$63.44
Cement Masons	1/1/2020		\$32.84	\$21.10	\$53.94
Electric Lineman	5/29/2023		\$52.56	\$29.99	\$82.55
Electric Lineman	6/3/2024		\$53.97	\$31.05	\$85.02
Electricians & Telecommunications Installation Technician	12/22/2023		\$48.61	\$31.80	\$80.41
Electricians & Telecommunications Installation Technician	12/27/2024		\$51.76	\$31.80	\$83.56
Electricians & Telecommunications Installation Technician	12/26/2025		\$55.06	\$31.80	\$86.86
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	6/1/2023		\$38.89	\$35.02	\$73.91
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	6/1/2024		\$39.89	\$36.47	\$76.36
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	6/1/2025		\$41.50	\$37.36	\$78.86
Laborers (Class 01 - See notes)	1/1/2023		\$29.95	\$25.50	\$55.45
Laborers (Class 01 - See notes)	1/1/2024		\$32.20	\$25.50	\$57.70
Laborers (Class 01 - See notes)	1/1/2025		\$33.70	\$26.00	\$59.70
Laborers (Class 01 - See notes)	1/1/2026		\$34.70	\$27.00	\$61.70
Laborers (Class 02 - See notes)	1/1/2023		\$30.11	\$25.50	\$55.61
Laborers (Class 02 - See notes)	1/1/2024		\$32.36	\$25.50	\$57.86
Laborers (Class 02 - See notes)	1/1/2025		\$33.86	\$26.00	\$59.86
Laborers (Class 02 - See notes)	1/1/2026		\$34.86	\$27.00	\$61.86
Laborers (Class 03 - See notes)	1/1/2023		\$30.50	\$25.50	\$56.00
Laborers (Class 03 - See notes)	1/1/2024		\$32.75	\$25.50	\$58.25
Laborers (Class 03 - See notes)	1/1/2025		\$34.25	\$26.00	\$60.25
Laborers (Class 03 - See notes)	1/1/2026		\$35.25	\$27.00	\$62.25
Laborers (Class 04 - See notes)	1/1/2023		\$30.95	\$25.50	\$56.45
Laborers (Class 04 - See notes)	1/1/2024		\$33.20	\$25.50	\$58.70
Laborers (Class 04 - See notes)	1/1/2025		\$34.70	\$26.00	\$60.70
Laborers (Class 04 - See notes)	1/1/2026		\$35.70	\$27.00	\$62.70

BUREAU OF LABOR LAW COMPLIANCE PREVAILING WAGES PROJECT RATES

Project: 25-05134 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Laborers (Class 05 - See notes)	1/1/2023		\$31.36	\$25.50	\$56.86
Laborers (Class 05 - See notes)	1/1/2024		\$33.61	\$25.50	\$59.11
Laborers (Class 05 - See notes)	1/1/2025		\$35.11	\$26.00	\$61.11
Laborers (Class 05 - See notes)	1/1/2026		\$36.11	\$27.00	\$63.11
Laborers (Class 06 - See notes)	1/1/2023		\$28.20	\$25.50	\$53.70
Laborers (Class 06 - See notes)	1/1/2024		\$30.45	\$25.50	\$55.95
Laborers (Class 06 - See notes)	1/1/2025		\$31.95	\$26.00	\$57.95
Laborers (Class 06 - See notes)	1/1/2026		\$32.95	\$27.00	\$59.95
Laborers (Class 07 - See notes)	1/1/2023		\$30.95	\$25.50	\$56.45
Laborers (Class 07 - See notes)	1/1/2024		\$33.20	\$25.50	\$58.70
Laborers (Class 07 - See notes)	1/1/2025		\$34.70	\$26.00	\$60.70
Laborers (Class 07 - See notes)	1/1/2026		\$35.70	\$27.00	\$62.70
Laborers (Class 08 - See notes)	1/1/2023		\$32.45	\$25.50	\$57.95
Laborers (Class 08 - See notes)	1/1/2024		\$34.70	\$25.50	\$60.20
Laborers (Class 08 - See notes)	1/1/2025		\$36.20	\$26.00	\$62.20
Laborers (Class 08 - See notes)	1/1/2026		\$37.20	\$27.00	\$64.20
Millwright	6/1/2023		\$45.50	\$23.72	\$69.22
Millwright	6/1/2024		\$47.59	\$23.72	\$71.31
Millwright	6/1/2025		\$49.72	\$23.72	\$73.44
Operators (Class 01 - see notes)	1/1/2023		\$36.79	\$23.58	\$60.37
Operators (Class 01 - see notes)	1/1/2024		\$38.59	\$24.03	\$62.62
Operators (Class 01 - see notes)	1/1/2025		\$40.39	\$24.23	\$64.62
Operators (Class 01 - see notes)	1/1/2026		\$41.96	\$24.66	\$66.62
Operators (Class 02 -see notes)	1/1/2023		\$36.53	\$23.58	\$60.11
Operators (Class 02 -see notes)	1/1/2024		\$38.33	\$24.03	\$62.36
Operators (Class 02 -see notes)	1/1/2025		\$40.13	\$24.23	\$64.36
Operators (Class 02 -see notes)	1/1/2026		\$41.70	\$24.66	\$66.36
Operators (Class 03 - See notes)	1/1/2023		\$32.88	\$23.58	\$56.46
Operators (Class 03 - See notes)	1/1/2024		\$34.68	\$24.03	\$58.71
Operators (Class 03 - See notes)	1/1/2025		\$36.48	\$24.23	\$60.71
Operators (Class 03 - See notes)	1/1/2026		\$38.05	\$24.66	\$62.71
Operators (Class 04 - See notes)	1/1/2023		\$32.42	\$23.58	\$56.00
Operators (Class 04 - See notes)	1/1/2024		\$34.22	\$24.03	\$58.25
Operators (Class 04 - See notes)	1/1/2025		\$36.02	\$24.23	\$60.25
Operators (Class 04 - See notes)	1/1/2026		\$37.59	\$24.66	\$62.25
Operators (Class 05 - See notes)	1/1/2023		\$32.17	\$23.58	\$55.75
Operators (Class 05 - See notes)	1/1/2024		\$33.97	\$24.03	\$58.00
Operators (Class 05 - See notes)	1/1/2025		\$35.77	\$24.23	\$60.00
Operators (Class 05 - See notes)	1/1/2026		\$37.34	\$24.66	\$62.00
Operators Class 1-A	1/1/2023		\$39.79	\$23.58	\$63.37
Operators Class 1-A	1/1/2024		\$41.59	\$24.03	\$65.62
Operators Class 1-A	1/1/2025		\$43.39	\$24.23	\$67.62
Operators Class 1-A	1/1/2026		\$44.96	\$24.66	\$69.62
Operators Class 1-B	1/1/2023		\$38.79	\$23.58	\$62.37

**BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES**

Project: 25-05134 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Operators Class 1-B	1/1/2024		\$40.59	\$24.03	\$64.62
Operators Class 1-B	1/1/2025		\$42.39	\$24.23	\$66.62
Operators Class 1-B	1/1/2026		\$43.96	\$24.66	\$68.62
Painters Class 1 (see notes)	6/1/2022		\$34.45	\$22.82	\$57.27
Painters Class 2 (see notes)	6/1/2023		\$36.01	\$24.01	\$60.02
Painters Class 2 (see notes)	6/1/2024		\$38.09	\$24.93	\$63.02
Painters Class 2 (see notes)	6/1/2025		\$40.36	\$25.81	\$66.17
Painters Class 3 (see notes)	6/1/2023		\$38.33	\$24.01	\$62.34
Painters Class 3 (see notes)	6/1/2024		\$40.66	\$24.93	\$65.59
Painters Class 3 (see notes)	6/1/2025		\$43.69	\$25.81	\$69.50
Painters Class 4 (see notes)	6/1/2019		\$28.20	\$20.06	\$48.26
Painters Class 5 (see notes)	6/1/2019		\$22.91	\$20.06	\$42.97
Pile Driver Divers (Building, Heavy, Highway)	1/1/2023		\$58.70	\$21.22	\$79.92
Pile Driver Divers (Building, Heavy, Highway)	1/1/2024		\$60.95	\$21.97	\$82.92
Pile Driver Divers (Building, Heavy, Highway)	1/1/2025		\$62.82	\$22.72	\$85.54
Pile Driver Divers (Building, Heavy, Highway)	1/1/2026		\$64.70	\$23.47	\$88.17
Piledrivers	1/1/2023		\$39.13	\$21.22	\$60.35
Piledrivers	1/1/2024		\$40.63	\$21.97	\$62.60
Piledrivers	1/1/2025		\$41.88	\$22.72	\$64.60
Piledrivers	1/1/2026		\$43.13	\$23.47	\$66.60
Steamfitters (Heavy and Highway - Gas Distribution)	5/1/2022		\$48.43	\$40.28	\$88.71
Truckdriver class 1(see notes)	1/1/2023		\$33.18	\$22.21	\$55.39
Truckdriver class 1(see notes)	1/1/2024		\$34.93	\$22.71	\$57.64
Truckdriver class 1(see notes)	1/1/2025		\$36.43	\$23.21	\$59.64
Truckdriver class 1(see notes)	1/1/2026		\$37.93	\$23.71	\$61.64
Truckdriver class 2 (see notes)	1/1/2023		\$33.64	\$22.52	\$56.16
Truckdriver class 2 (see notes)	1/1/2024		\$35.39	\$23.02	\$58.41
Truckdriver class 2 (see notes)	1/1/2025		\$36.89	\$23.52	\$60.41
Truckdriver class 2 (see notes)	1/1/2026		\$38.39	\$24.02	\$62.41

APPENDIX A
CONSTRUCTION DRAWINGS

CONTENT ON FLASH DRIVE

APPENDIX B
ENVIRONMENTAL AND HAZARDOUS MATERIAL
SURVEYS

CONTENT ON FLASH DRIVE

ADDENDUM No. 1



June 19, 2025

Members of the Board

Shannah Tharp-Gilliam, Ph.D.
Chair Person

Emily Kinkad

Sylvia Wilson

Harry Readshaw

Darrin Kelly

Theresa Kail-Smith

Patrick J. Catena

CONTRACT NO. 1809

SITE DEMOLITION CONTRACT III

ADDENDUM NO. 1

Arletta Scott Williams
Executive Director

Douglas A. Jackson, P.E.
*Director
Operations & Maintenance*

Michelle M. Buys, P.E.
*Director
Environmental Compliance*

Kimberly N. Kennedy, P.E.
*Director
Engineering & Construction*

Karen Fantoni, CPA, CGMA
*Director
Finance*

Suzanne Thomas
*Director
Procurement*

Michael Lichte, P.E.
*Director
Regional Conveyance*

Julie Motley-Williams
*Director
Administration*

Erica LaMar Motley
*Director
Scholastic Programs*

All bidders bidding **Contract No. 1809** shall read and take note of this **Addendum No. 1**. The Contract Documents for **Contract No. 1809 – Site Demolition Contract III** are hereby revised and/or clarified as stated below.

Acknowledgement of Contract No. 1809; Addendum No. 1

The Acknowledgement attached to **Addendum No. 1** is to be signed and returned immediately via email to **Collin Keller** at contract.clerks@alcosan.org and acknowledged with Bidder's Proposal.

Michael Lichte, P.E.
Director – Regional Conveyance

**ACKNOWLEDGEMENT OF
CONTRACT NO. 1809 SITE DEMOLITION CONTRACT III**

ADDENDUM NUMBER 1

FIRM NAME: _____

Independent Enterprises, Inc.

SIGNATURE: _____

JACK S. CARGNONI

PRESIDENT

TITLE: _____

DATE: _____

6/23/28

JUNE 19, 2025

CONTRACT NO. 1809 SITE DEMOLITION CONTRACT III

ADDENDUM NO. 1

JUNE 19, 2025

CONTRACT NO. 1809

SITE DEMOLITION CONTRACT III

ADDENDUM NO. 1

A. Attachments

1. Pre-Bid Meeting Minutes
2. Pre-Bid Site Meeting Minutes



CONTRACT 1809 – SITE DEMOLITION CONTRACT III

PREBID MEETING MINUTES Thursday June 5, 2025, 10:00AM Microsoft Teams Video Conference

INTRODUCTIONS AND KICKOFF

Michael Lichte – ALCOSAN Director of Regional Conveyance *
Ash Eberle – ALCOSAN Contract Administration Specialist
Joe Sparbanie - ALCOSAN Project Engineer (PM)
Jeff Livezey – ALCOSAN Construction Supervisor
Mark Sray – Mott MacDonald Project Designer
Mike Maruschak – Hatch CM

*Introduced but not present

MEETING INTRODUCTIONS

The Pre-Bid Meeting was recorded for record purposes and for compiling minutes, but is not planned for distribution. The information provided in this meeting is intended to introduce the project details to potential bidders. Questions and requests for clarifications must be submitted in writing prior to the deadline for questions to be officially answered in an issued addendum.

A list of attendees for this meeting was created based on individual's inputs (name/company/phone number/email address) in the Microsoft Teams Chat function or via email to joseph.sparbanie@alcosan.org. Participants that did not supply this information will not be accounted for in the attendee list.

MBE/WBE REQUIREMENTS

Article 2 Section 2.28 and Article 1 – Pages 1-19 to 1-23. MBE/WBE requirements in the Contract urge bidders to participate in meeting the 10-25% goal. ALCOSAN accepts DBE certification from the Port Authority, Allegheny County Department of General Services and PennDOT. Any other certification will be reviewed on a case by case basis. Lack of submittal of MBE/WBE documentation is possible cause for rejection of the bid.

The PA UCP (www.paucp.com) site is a good resource to find companies.

ALCOSAN requires the submittal of a monthly MBE/WBE Utilization Report which will accompany the pay estimates.

CONTRACT SUMMARY

This contract is to demolish existing structures at multiple locations:

- 324 Ella Street, McKees Rocks, PA 15136
- 326 Ella Street, McKees Rocks, PA 15136
- 328 Ella Street, McKees Rocks, PA 15136
- 330 Ella Street, McKees Rocks, PA 15136
- 323 Shingiss Street, McKees Rocks, PA 15136
- 325 Shingiss Street, McKees Rocks, PA 15136
- 327 Shingiss Street, McKees Rocks, PA 15136
- 329 Shingiss Street, McKees Rocks, PA 15136
- 401 Shingiss Street, McKees Rocks, PA 15136
- 330 Hamilton Street, McKees Rocks, PA 15136
- 332 Hamilton Street, McKees Rocks, PA 15136

Contract duration of 180 calendar days.

Please review the contingent item and quantity language in the Measurement and Payment section and Article 2 Sections 2.4 and 2.17.

Contract Estimate is \$2,459,000.00

CONSTRUCTION INSPECTION

ALCOSAN will have on-site resident representatives assigned to review and monitor the work.

LEGAL NOTICE

Public bid opening is Thursday, June 26, 2025 at 10:00 am. If the Contractor is using a delivery service such as Fed Ex or UPS, they may wish to confirm that delivery was made prior to this time.

Contract Documents may be examined and obtained at the Engineering office of the Authority. A non-refundable fee of One hundred dollars (\$100) (no cash or credit cards will be accepted) will be charged for each set of Contract Documents received. Bid Security shall be furnished by providing with the Bid a Certified Check or Bid Bond in the amount of 10% of the Bid Price. Contract documents must be purchased directly from ALCOSAN to qualify as an eligible bidder.

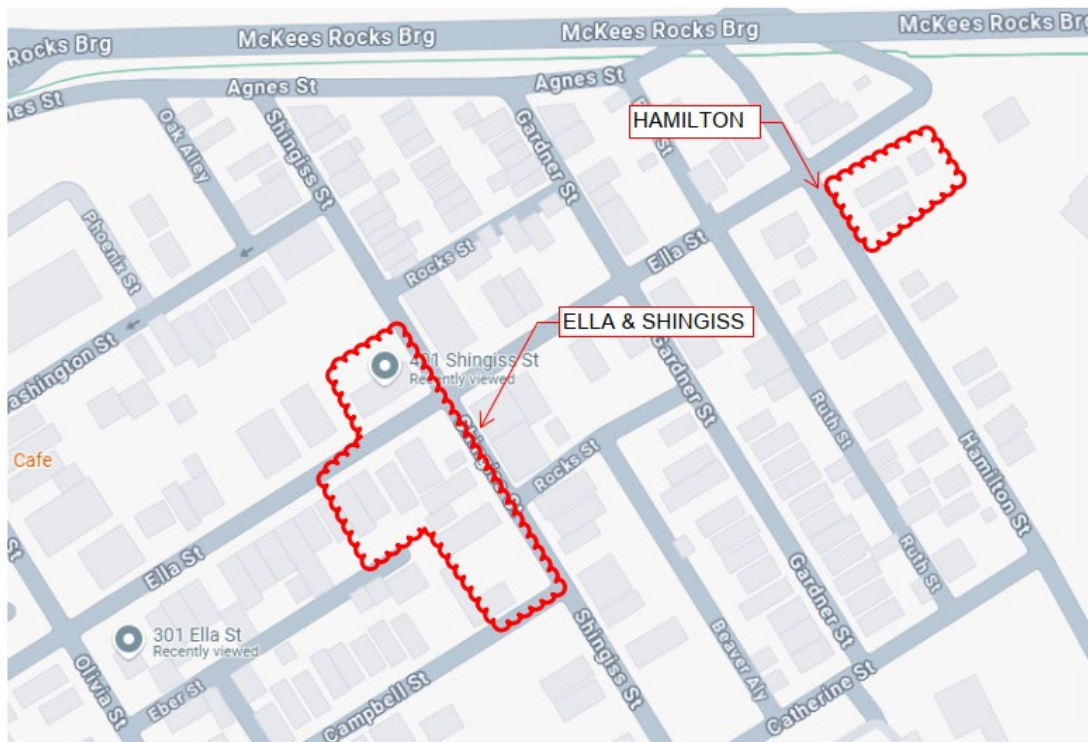
Any questions regarding the Technical aspects of the Project should be directed to Joseph Sparbanie P.E., ALCOSAN, via email to joseph.sparbanie@alcosan.org.

Any questions regarding the Purchase of Contract Documents should be directed to Collin Keller, ALCOSAN, via email to contract.clerks@alcosan.org.

Deadline for technical questions is 4:00 pm on Wednesday, June 18, 2025.

Site visit will start at 10:00 A.M. on Tuesday, June 10, 2025 beginning at the intersection of Ella and Shingiss within the Borough of McKees Rocks.

PROJECT LOCATION:



BIDDING DOCUMENTS (ARTICLE 1)

Submission of Bid: All Article 1 documents must be completed and submitted with the bid.

Lowest responsive Bidder will be based on the sum of Bid Items 1 through C.29. Only the Article 1 Bid Forms and supporting documents need to be submitted in the bid envelope, not the entire specifications book.

The intent is to award this contract at the July 2025 Board Meeting and issue a Notice to Proceed for September 2025.

INFORMATION FOR BIDDERS (ARTICLE 2)

If any alleged errors are noted in the Contract Documents, Bidder should immediately notify Joseph Sparbanie and, if confirmed, an Addenda will be sent to all prospective Bidders known to have received the Contract Documents.

2.4 Description of Bid Items:

Bid items are a mix of lump sum, unit cost, and contingent items. Some contingent allowance items are pre-populated to provide consistency amongst all bidders.

A few key items:

Item No. 2 - Contractor Required Permitting: All Locations

- Please be aware that the Contractor is responsible for identifying and obtaining all permitting

Item No. 5 – Demolition of Structures:

- Includes 2A aggregate backfill of foundations to subgrade.
- Includes Lead and Asbestos abatement, removal, and disposal - Refer to Appendix B for asbestos and environmental reports.
- The contractor shall not be allowed to commence the demolition of the building exterior (structural) on more than two buildings at a time. The contractor shall not be allowed to begin demolition of a third and subsequent building structure until the initial two buildings have been demolished, debris removed, basement slabs cracked and foundations backfilled with PennDOT type 2a aggregate unless otherwise directed to advance to another location in writing by the owner.

Item No. 6 – 12” Diameter VCP Combined Sewer Lining:

- 290 LF of 12” VCP on Shingiss Street.

Item No. 8 – 006A Electrical Concrete Pads:

- Installation of transformer pads at 323 Shingiss to Duquesne Light specification.
- Refer to Drawings ORT-EL-000, O06A-EL-800, O06A-EL-801, and DLC drawings in Appendix A.

Item No. C.15 – Excavated Material Testing, Removal & Off-Site Disposal – Residual Waste:

- Included in this item are all costs associated with stockpiling, sampling, testing, and required permitting of excess excavated material as required for PADEP Form U Disposal of Waste.
- Contract item No C-16 is similar but covers hazardous waste.

2.8 Supplementary Information Package (SIP): Experience, Equipment, and Subcontractors.

2.17 Quantities:

Language per Article 2 Section 2.17 C

*“Contingent items of Work shall be done when ordered in the field and shall be paid for at the contract unit bid price. The purpose of the contract items designated in the bid form as “C” is to establish unit prices for work not included in other bid items. The Engineer has the right to order that contingent work be provided in smaller or larger quantities than the estimated quantity indicated in the Bid Form. **The Contractor shall not have any right to demand payment for, and will not be paid for, any costs associated with the item, including, but not limited to overhead and profit, due to the fact that the item was not used in the work or was used in smaller or larger quantities than those indicated in the bid form. The Contract Sum shall be subject to adjustment according to final measured quantities and the unit prices in the bid will apply to such final quantities.**”*

2.22 Bid Security 10% of the Total Lump Sum Price certified check or bid bond.

Attachment A: Contractor shall execute Letter of Assent prior to commencing work.

GENERAL CONTRACT CONDITIONS (ARTICLE 3)

3.73 Health, Safety and Environmental Laws – ALCOSAN approval of safety manual required for work start.

- ALCOSAN provided template must be utilized for HASP submission (tech section 1010)

3.75 Working Hours: Any work performed outside normal working hours as defined in Article 3.75 will require prior approval and 48-hours’ notice.

Exhibit A – Insurance Requirements, Certificates required before any work begins.

CONTRACT AGREEMENT (ARTICLE 4)

Substantial Completion of Contract 1809: 180 Calendar days from NTP.

Liquidated Damages of Contract No.1809: \$500/day

BONDS, CERTIFICATES AND STATEMENTS (ARTICLE 5)

Performance Bond, Labor and Material Bond, Contractors Certificate of Satisfaction, & Maintenance Bond.

SPECIFICATIONS (ARTICLE 6)

This article contains all of the technical specifications.

- All spec sections should be read thoroughly.
- All specified submittals will be required (+/- 80 submittals on DEMO II).

PREVAILING WAGE RATES (ARTICLE 7)

Prevailing wages apply to this contract.

APPENDIX

Mark Sray of Mott MacDonald provided an overview of Appendix A – Drawings and referenced the environmental reports in Appendix B.

Appendix A – Drawings

- Mark Sray of Mott MacDonald provided an brief overview of the contract scope and design drawings included in Appendix A.

Appendix B – Reports

- Environmental and asbestos reports.

QUESTIONS

All technical questions regarding these contract documents shall be submitted in writing no later than 4:00 pm on Wednesday, June 18, 2025, and should be directed via email to joseph.sparbanie@alcosan.org.

REMINDER:

Site visit will start at 10:00 A.M. on Tuesday, June 10, 2025 beginning at the intersection of Ella and Shingiss within the Borough of McKees Rocks

ATTENDANCE SHEET



ALLEGHENY COUNTY SANITARY AUTHORITY

CONTRACT 1809

SITE DEMOLITION CONTRACT III

Pre-Bid Meeting

Thursday, June 5, 2025

10:00 AM

MS Teams Meeting

#	NAME	Company	E-MAIL ADDRESS
1	Steve Noble	Advanced Builders Inc.	snoble@diversifiedcsg.com
2	Tharun Reddy	H&M Associates	admin@hmassociates-usa.com
3	Stephen Coppler	Dore and Associates	scoppler@yahoo.com
4	Joseph Sparbanie P.E.	ALCOSAN	joseph.sparbanie@alcosan.org
5	Mark Sray	Mott Mac	mark.sray@mottmac.com
6	Brian Westrom	Mele & Mele	bwestrom@meleinc.com
7	Odell Minniefeld Jr.	ORM Contracting Corporation	info@ormcontracting.com
8	Maruschak, Michael	HATCH	michael.maruschak@hatch.com
9	Collin Keller	ALCOSAN	Collin.Keller@alcosan.org
10	Caled Buttermore	Mosites Construction	caleb@mosites.com
11	Olivia Minniefeld	Minniefeld Demolition Services	olivia@minniefeld.com
12	Cutis Drane	Proline Solutions Management	info@pro-linesolutions.com
13	Kim Kennedy	ALCOSAN	kimberly.kennedy@alcosan.org
14	Stephen Hovick	Cronin Enterprises	shovick@crpgh.com
15	Ash Eberle	ALCOSAN	ash.eberle@alcosan.org
16	Nathaniel Arnett	ALCOSAN	nathaniel.arnett@alcosan.org
17	Tom Prusak	HATCH	Thomas.Prusak@hatch.com
18			
19			



**MEMORANDUM OF MEETING
CONTRACT NO. 1809:
SITE DEMOLITION CONTRACT III
TUESDAY, JUNE 10, 2025 @ 10:00AM
PREBID SITE MEETING MINUTES**

DISCUSSION

1.0 Introductions and Responsibilities

- A. Owner -Joe Sparbanie – ALCOSAN Project Manager
- B. Engineer – Kathy Chavara – Mott MacDonald
- C. CM – Mike Maruschak – Hatch
- D. ACM – Matt Miles – AE COM
- E. CI – Tom Bauer – Collective Efforts
- F. Participants list attached.

2.0 Contract Scope

Mike Maruschak and Kathy Chavara reviewed overall project scope and the exterior of each structure with the group. A limited drawing package was distributed to the group for reference for the site walk.

- A. Sewer Lining
 - 12” Sewer liner to be installed on Shingiss Street – 290 LF
 - CCTV and dye test required prior to lining.
- B. Electrical Pad
 - Refer to drawings in Appendix A
 - Includes testing required by DQL
 - Final Inpsection by DQL
- C. 323 Shingiss Progress Street
 - Dye Test - Terminate Utilities
 - Remediation of Asbestos/Lead if required per Appendix B
 - Demolish and remove structure
 - Backfill to grade with 2A
 - Demolish Garage
 - Property includes previously backfilled pool.
 - Electrical Pads – Final Inspection by DQL
- D. 325 Shingiss
 - Dye Test - Terminate Utilities
 - Remediation of Asbestos/Lead if required per Appendix B
 - Demolish and remove structure
 - Backfill to grade with 2A
- E. 327 Shingiss
 - Dye Test - Terminate Utilities
 - Remediation of Asbestos/Lead if required per Appendix B
 - Demolish and remove structure
 - Backfill to grade with 2A
- F. 329 Shingiss
 - Dye Test - Terminate Utilities
 - Remediation of Asbestos/Lead if required per Appendix B
 - Demolish and remove structure

DISCUSSION

- Backfill to grade with 2A
- Demolish Garage
- Two monitoring wells located on the 329 Shingiss property are to remain clean and clear of debris for the duration of the project.

G. 401 Shingiss

- Dye Test - Terminate Utilities
- Remediation of Asbestos/Lead if required per Appendix B
- Demolish and remove structure
- Backfill to grade with 2A

H. 330 Ella

- Dye Test - Terminate Utilities
- Remediation of Asbestos/Lead if required per Appendix B
- Demolish and remove structure
- Backfill to grade with 2A
- Demolish shed

I. 328 Ella

- Dye Test - Terminate Utilities
- Remediation of Asbestos/Lead if required per Appendix B
- Demolish and remove structure
- Backfill to grade with 2A

J. 326 Ella

- Dye Test - Terminate Utilities
- Remediation of Asbestos/Lead if required per Appendix B
- Demolish and remove structure
- Backfill to grade with 2A

K. 324 Ella

- Dye Test - Terminate Utilities
- Remediation of Asbestos/Lead if required per Appendix B
- Demolish and remove structure
- Backfill to grade with 2A

L. 330 Hamilton

- Dye Test - Terminate Utilities
- Remediation of Asbestos/Lead if required per Appendix B
- Demolish and remove structure
- Backfill to grade with 2A with Topsoil and Seeding
- Clean fill and grading at rear of lot.

M. 332 Hamilton

- Dye Test - Terminate Utilities
- Remediation of Asbestos/Lead if required per Appendix B
- Demolish and remove structure
- Backfill to grade with 2A with Topsoil and Seeding
- Demolish garage
- Clean fill and grading at rear of lot
- Install retaining structure – coordinate with geotechnical engineer.

DISCUSSION

3.0 General Notes

- A. No secondary actions – Contractors will not have access to building interiors prior to execution of contract.
- B. Contractor to be responsible for compaction testing.
- C. Demolition is to be limited to two structures at a time to limit neighborhood impacts.
- D. Demolition of Hamilton parcels to be performed from ALCOSAN properties.
- E. Estimated project award date July 2025 and estimated start September 2025. See bid documents for details, including dates for final questions and bid due date.
- F. Pre-bid estimate approximately \$2.5M.
- G. Following award of contract, contractor is to immediately begin submittal and permit application process to prevent delays. No work will proceed without approved submittals.
- H. McKees Rocks borough representative required for some project activities such as void review prior to backfill and sewer terminations. Full details in project documents.
- I. Slag will not be accepted as an alternate for 2A aggregate for backfill of demolished structures.

SIGN IN SHEET

ALLEGHENY COUNTY SANITARY AUTHORITY

CONTRACT 1809

SITE DEMOLITION CONTRACT III

Pre-Bid Site Visit

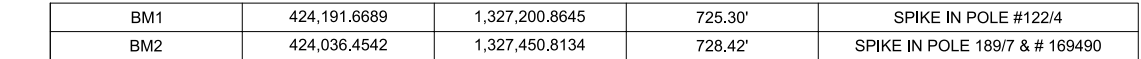
Tuesday, June 10, 2025

10:00 AM

Shingiss Street & Ella Street



#	NAME	AFFILIATION/ROLE	PHONE NO.	E-MAIL ADDRESS
1	Tam Stanko	Contractor/Demol	412-780-4550	RBL126@verizon.net
2	Curtis Darr	Demol	313-632-9292	DD@lineSolutions.com
3	Kathy Chavara	Matt MacDonald	412-497-7913	Kathy.Chavara@Noth...
4	Steve Noble	Advanced Builders Inc	724-929-5351	snoble@diversifiedcss.com
5	Bruce Rigg	Demotriptyl Team	724-889-2036	brigg@TriptylTeam.com
6	Tom Bauer	CI	412-580-8718	tbauer@collectiveefforts.com
7	Joe Spothare	ALCOSAN	412-732-8046	Joseph.Spothare@alcosan.org
8	LARRY KEATINGE	MEIE	724-350-5417	LKEATING@MEIEINC.COM
9	Fred Dore	Dore & Assoc	984-684-8358	AMD@Doreassoc.com
10	Rich Roscoe	TEI	412-2818851	Rich@TEI.AET.CO
11	Drew Andrews	NEF	412-889-4301	Drew@neumeyerenvironmental.com
12	MIKE MACUSCHAK	HATCH	724-562-4102	MICHAEL.MACUSCHAK@HATCH.COM
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VERTICAL CONTROL IS BASED ON THE NORTH AMERICAN VERTICAL DATUM 1988 (NAVD 88) GEOID 18



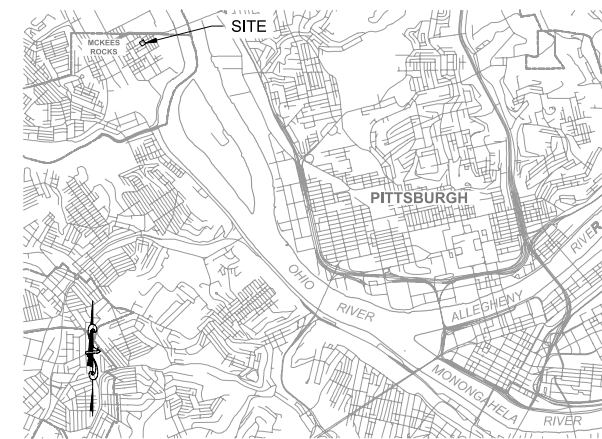
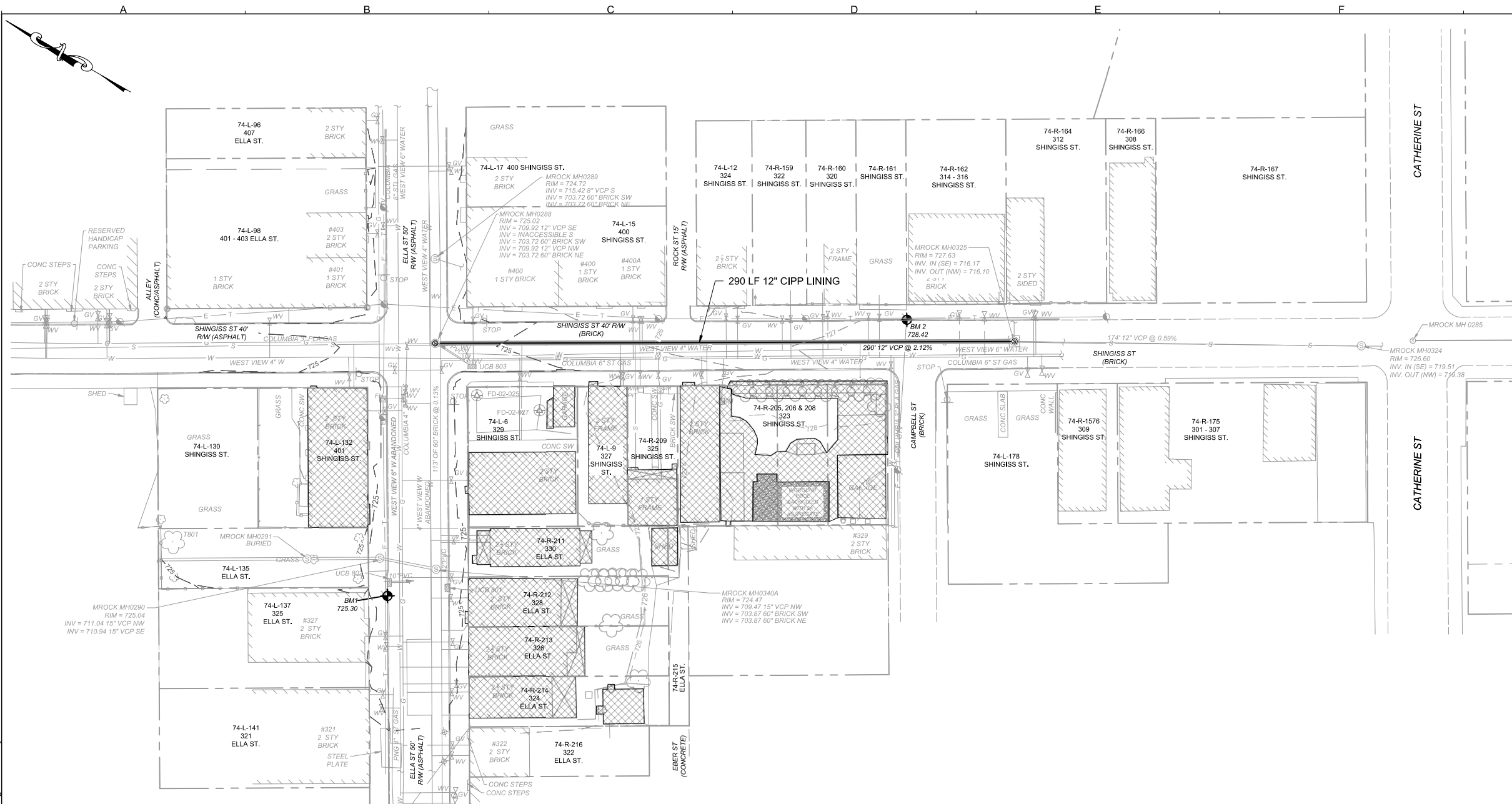
1. EXISTING UTILITIES SHOWN ON THIS PLAN ARE BASED ON THE BEST INFORMATION AVAILABLE AT THE TIME OF DESIGN AND MAY NOT BE ACCURATE OR COMPLETE. CONTRACTOR SHALL NOTIFY OWNER IMMEDIATELY IF SIGNIFICANT DISCREPANCIES OR ADDITIONAL UTILITIES ARE FOUND THAT WILL IMPACT THE WORK.
2. EXISTING CONDITIONS PLAN IS BASED ON SITE SURVEY BY MONALOH BASIN ENGINEERS DATED 5/3/2023.
3. EXISTING GEOTECHNICAL BORINGS SHALL BE PROTECTED BY CONTRACTOR AND ARE NOT TO BE DISTURBED OR COVERED WITH CONSTRUCTION MATERIAL OR DEBRIS.

UCB 801 GRATE=724.06 TOP OF STENCH PIPE=720.46 12" PVC NE BOTTOM OF BOX=719.06	MROCK MH0291 BURIED
UCB 802 GRATE=724.17 TOP OF STENCH PIPE=721.67 10" PVC SE BOTTOM OF BOX=720.27	MROCK MH0290 RIM=725.04 INV=711.04 15" VCP NW INV=710.94 15" VCP SE
UCB 803 GRATE=724.62 INV=722.58 8" PVC N	MROCK MH0289 RIM=724.72 INV=715.42 8" VCP S INV=703.72 60" BRICK SW INV=703.72 60" BRICK NE
MROCK MH0340A RIM=724.47 INV=709.47 15" VCP NW INV=703.87 60" BRICK SW INV=703.87 60" BRICK NE	MROCK MH0288 RIM=725.02 INV=709.92 12" VCP SE INV=INACCESSIBLE S INV=703.72 60" BRICK SW INV=709.92 12" VCP NW

20 0 20 40

SCALE IN FEET
SCALE 1" = 20'

Designed by:	REVISION				 M M Two Allegheny Center Nova Tower 2, Suite 1301 Pittsburgh, PA 15212 (412) 497 - 2900	 Dial 8-1-1 or 1-800-242-1776 not less than 3 business days nor more than 10 business days prior to the start of excavation. Pennsylvania One Call System Serial Number FINAL DESIGN TICKET # 20250660567	 KATHY M. CHAVARA REGISTERED PROFESSIONAL ENGINEER No. PA-0081715 PENNSYLVANIA	 ARLETTA SCOTT WILLIAMS EXECUTIVE DIRECTOR, ALCOSAN 3300 PREBLE AVE. PITTSBURGH, PA 15233 (412) 766 - 4810 www.alcosan.org	ALLEGHENY COUNTY SANITARY AUTHORITY (ALCOSAN) O06A DEMOLITION AND ELECTRICAL PAD SITE DEMOLITION CONTRACT III 000-DM-103 O06A EXISTING CONDITIONS PLAN	Contract:	1809
JRL	REV No.	DATE	DESCRIPTION	APPV						File:	000-DM-103.dwg
Drawn by:										Date:	5/9/2025
MJN										Sheet:	04 OF 55
Checked by:											
DLM											



KEY MAP
SCALE 1" = 4000'

NOTES

1. DO NOT REINSTATE SEWER LATERALS TO BUILDINGS TO BE DEMOLISHED OR CAPPED SEWER LATERALS. ALL ACTIVE LATERALS ARE TO BE REINSTATED.
2. SEWER LATERAL TERMINATIONS TO BUILDINGS ON 328 (74-R-212), 326 (74-R-213), 330 ELLA (74-R-211) AND 324 (74-R-214) ELLA ARE SHOWN ON 006A-DM-401.
3. EXISTING GEOTECHNICAL BORINGS SHALL BE PROTECTED BY CONTRACTOR AND ARE NOT TO BE DISTURBED OR COVERED WITH CONSTRUCTION MATERIAL OR DEBRIS.

LEGEND

DENOTES LIMITS OF DEMOLITION AND
WASTE REMOVAL

SCALE IN FEET
SCALE 1" = 30'

Designed by:	JRL	REVISION			
		REV No.	DATE	DESCRIPTION	APPV
Drawn by:	MJN				
Checked by:	DLM				

M

M

Two Allegheny Center
Nova Tower 2, Suite 1301
Pittsburgh, PA 15212
(412) 497 - 2900

**MOTT
MACDONALD**


 Dial 8-1-1 or 1-800-242-1776 not less than 3 business days nor more than 10 business days prior to the start of excavation.
 Pennsylvania One Call System Serial Number
FINAL DESIGN TICKET # 20250660567



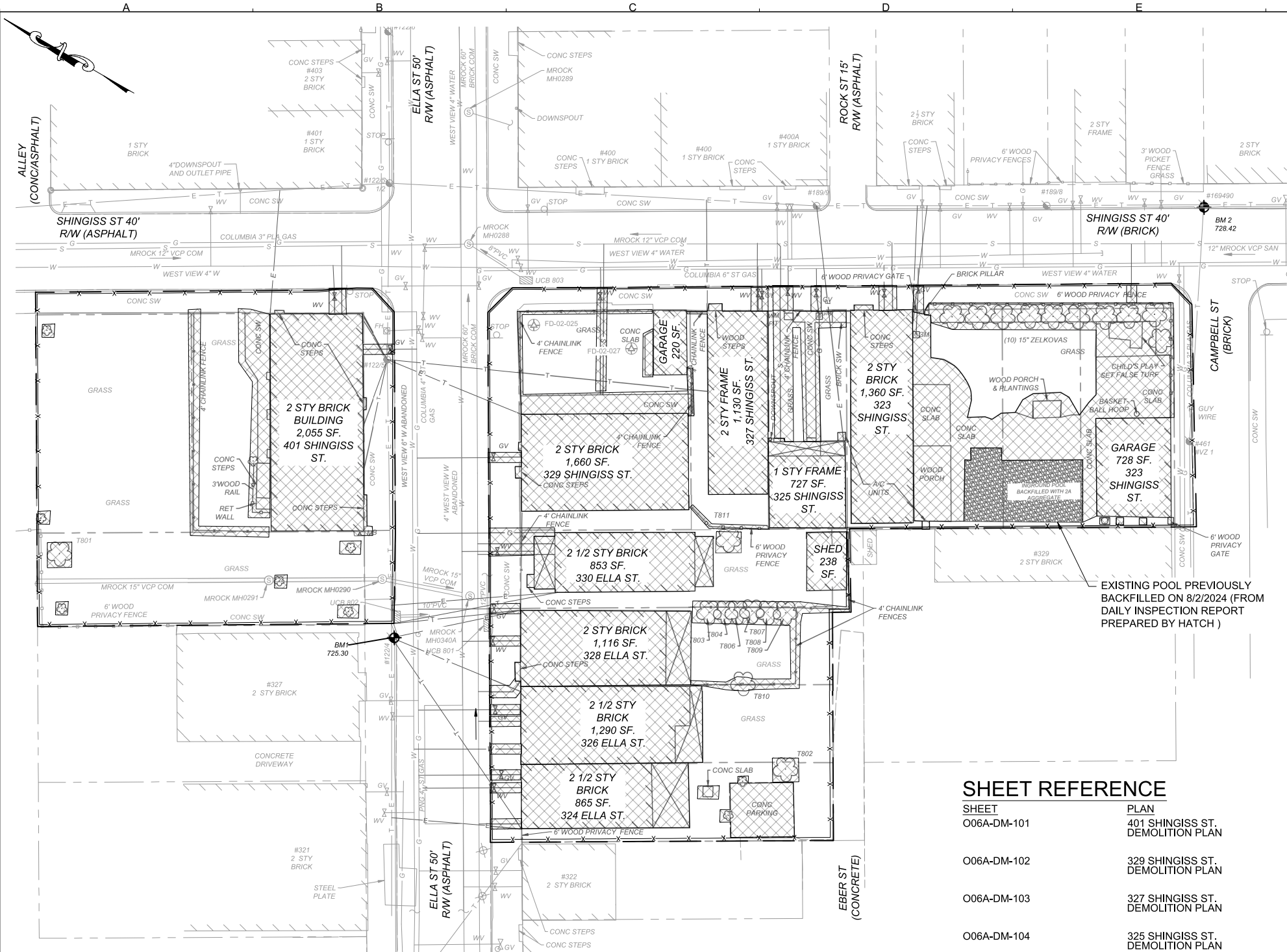
ARLETTA SCOTT WILLIAM
EXECUTIVE DIRECTOR, ALCOSAN

3300 PREBLE AVE
PITTSBURGH, PA 15231
(412) 766 - 4811

www.alcosan.org

ALLEGHENY COUNTY SANITARY AUTHORITY (ALCOSAN) 006A DEMOLITION AND ELECTRICAL PAD SITE DEMOLITION CONTRACT III	Contract:	1809
	File:	000-DM-104.dwg
	Date:	5/9/2025
	Sheet:	05 OF 55
000-DM-104 006A SEWER LINING PLAN		

FILE NAME: C:\Users\NOV98808\Documents\Mott MacDonal\507105621 - ALCOSAN Ohio River Tunnel Design - T&M\Project Files\7D - PRELIM DEMO 402-Civil - 006A-DM-100 LAST SAVED BY: NOV98808 PLOT DATE: 5/9/2025 9:28:02 AM

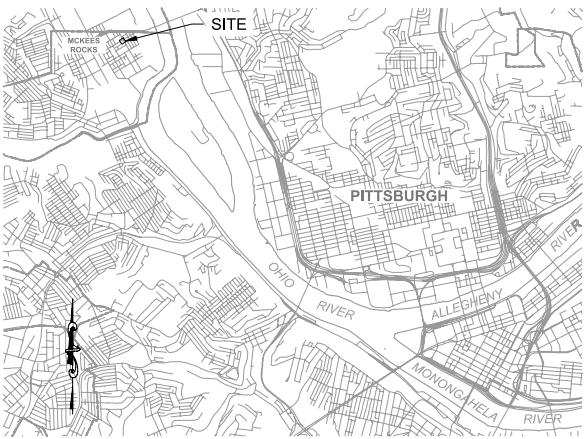


LEGEND

- [Hatched Box] DENOTES LIMITS OF DEMOLITION AND WASTE REMOVAL
- [Solid Line] DENOTES LIMITS OF CONTRACTOR ACCESS
- [Dashed Line] TEMPORARY CONSTRUCTION FENCE

TREE DEMO TABLE

T801 4" HEMLOCK	T807 6" YEWE
T802 4" CHERRY	T808 6" YEWE
T803 6" YEWE	T809 6" YEWE
T804 6" YEWE	T810 8" DECIDUOUS
T805 6" YEWE	T811 12" DECIDUOUS
T806 6" YEWE	T812 (10) 15" ZELKOVAS



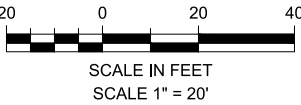
KEY MAP
SCALE 1" = 4000'

NOTES

- EXISTING FENCES TO BE DEMOLISHED EXCEPT THOSE NOTED TO BE PROTECTED DURING CONSTRUCTION.
- CONFIRM THAT ELECTRIC, GAS AND TELECOMMUNICATION UTILITIES ARE DISCONNECTED PRIOR TO BEGINNING DEMOLITION WORK. TAKE ALL NECESSARY PRECAUTIONS TO CONFIRM THAT ALL FACILITIES, EQUIPMENT, PIPING, WIRING, AND RELATED DEVICES ASSOCIATED WITH THESE UTILITIES ARE PROPERLY PREPARED FOR THEIR DISASSEMBLY AND DEMOLITION. WHEN UTILITY SERVICE LINES ARE ENCOUNTERED THAT ARE NOT INDICATED ON THE DRAWINGS, NOTIFY THE CONSTRUCTION MANAGER IMMEDIATELY AND PRIOR TO FURTHER WORK IN THAT AREA.
- MAINTAIN MINIMUM SAFETY CLEARANCES FROM ACTIVE OVERHEAD LINES AS NOTICED IN OSHA 1926.1408 DURING DEMOLITION ACTIVITIES.
- DEMOLITION MAY REQUIRE HAZARDOUS MATERIALS REMOVAL AND DISPOSAL. REFER TO SPECIFICATION AND REFERENCE DOCUMENTS IN SPECIFICATIONS FOR ADDITIONAL DETAIL AND REQUIREMENTS.
- CONTRACTOR TO MAINTAIN PEDESTRIAN TRAFFIC ALONG ONE SIDE OF SHINGISS STREET, ELLA STREET, AND CAMPBELL STREET DURING CONSTRUCTION. PROVIDE A CONSTRUCTION SEQUENCING AND PEDESTRIAN DETOUR PLAN MEETING PENNDOT STANDARDS FOR REVIEW AND APPROVAL PRIOR TO START OF WORK.
- ALL EXISTING TREES, SHURBS AND STUMPS WITHIN THE LIMITS OF DEMOLITION TO BE REMOVED.
- ALL EXISTING BUILDING BASEMENT SLABS TO BE CRACKED TO FACILITATE DRAINAGE. CONTRACTOR TO SECURE OWNERS APPROVAL OF CRACKED BASEMENT SLABS PRIOR TO BACKFILLING WITH TYPE 2A AGGREGATE.
- EXISTING GEOTECHNICAL BORINGS (329 SHINGISS ST.) SHALL BE PROTECTED BY CONTRACTOR AND ARE NOT TO BE DISTURBED OR COVERED WITH CONSTRUCTION MATERIAL OR DEBRIS.
- CONFIRM THAT WATER SERVICE LINES AND SEWER LATERALS ARE DISCONNECTED PRIOR TO BEGINNING DEMOLITION WORK. DYE TEST BUILDING FLOOR DRAINS, ROOF DRAINS, AND SANITARY FIXTURES TO VERIFY CONNECTIVITY TO THE PUBLIC SEWER SYSTEM PRIOR TO LATERAL TERMINATIONS. WHEN SERVICE LINES ARE ENCOUNTERED THAT ARE NOT INDICATED ON THE DRAWINGS, NOTIFY THE CONSTRUCTION MANAGER IMMEDIATELY AND PRIOR TO FURTHER WORK IN THAT AREA.
- THE CONTRACTOR MAY COMPLETE THE DEMOLITION OF THE BUILDING INTERIOR, ABATEMENT OF ASBESTOS AND LEAD, PLUMBING AND UTILITY DISCONNECTS AND REMOVAL OF INTERIOR MATERIALS, APPLIANCES AND DEBRIS WITHIN MULTIPLE STRUCTURES CONCURRENTLY. HOWEVER, THE CONTRACTOR SHALL NOT BE ALLOWED TO COMMENCE THE DEMOLITION OF THE BUILDING EXTERIOR (STRUCTURAL) ON MORE THAN TWO BUILDINGS AT A TIME. THE CONTRACTOR SHALL NOT BE ALLOWED TO BEGIN DEMOLITION OF A THIRD AND SUBSEQUENT BUILDING STRUCTURE UNTIL THE INITIAL TWO BUILDINGS HAVE BEEN DEMOLISHED, DEBRIS REMOVED, BASEMENT SLABS CRACKED AND FOUNDATIONS BACKFILLED WITH PENNDOT TYPE 2A AGGREGATE UNLESS OTHERWISE DIRECTED TO ADVANCE TO ANOTHER LOCATION IN WRITING BY THE OWNER.
- CONTRACTOR SHALL PROVIDE RODENT CONTROL VIA RAT BAITS, NO MORE THAN 30 DAYS AND NO LESS THAN 10 DAYS PRIOR TO DEMOLITION. BAIT STATIONS SHALL BE PLACED AT A RATE OF NO LESS THAN TWO (2) PER FLOOR.
- CONTRACTOR SHALL PROVIDE LARGE MAMMAL CONTROL (IE: RACCOONS, ETC.) VIA PLACEMENT OF TRAPS, NO MORE THAN 10 DAYS PRIOR TO DEMOLITION. ANY LARGE MAMMALS THAT ARE TRAPPED SHALL BE HUMANELY DISPOSED OF IN ACCORDANCE WITH STATE LAW.
- A REPRESENTATIVE OF THE BOROUGH OF MCKEES ROCKS SHALL INSPECT SEWER LATER TERMINATIONS PRIOR TO BACKFILL.
- PROTECT THE PROPERTIES AT 322 ELLA STREET AND 329 CAMPBELL STREET DURING DEMOLITION OF THE ADJACENT STRUCTURES.

SHEET REFERENCE

SHEET	PLAN
O06A-DM-101	401 SHINGISS ST. DEMOLITION PLAN
O06A-DM-102	329 SHINGISS ST. DEMOLITION PLAN
O06A-DM-103	327 SHINGISS ST. DEMOLITION PLAN
O06A-DM-104	325 SHINGISS ST. DEMOLITION PLAN
O06A-DM-105	323 SHINGISS ST. DEMOLITION PLAN
O06A-DM-106	330 ELLA ST. DEMOLITION PLAN
O06A-DM-107	328 ELLA ST. DEMOLITION PLAN
O06A-DM-108	326 ELLA ST. DEMOLITION PLAN
O06A-DM-109	324 ELLA ST. DEMOLITION PLAN



Designed by:	JRL	REVISION			APPV
Drawn by:	MJN	REV No.	DATE	DESCRIPTION	
Checked by:	DLM				

M

MOTT MACDONALD

M

Two Allegheny Center
Nova Tower 2, Suite 1301
Pittsburgh, PA 15212
(412) 497 - 2900

811

Dial 8-1-1 or 1-800-242-1776 not less than 3 business days nor more than 10 business days prior to the start of excavation.

Pennsylvania One Call System Serial Number

FINAL DESIGN TICKET # 20250660567

COMMONWEALTH OF PENNSYLVANIA

REGISTERED PROFESSIONAL

KATHY M. CHAVARA

ENGINEER

alcosan

ALLEGHENY COUNTY SANITARY AUTHORITY

ARLETTA SCOTT WILLIAMS

EXECUTIVE DIRECTOR, ALCOSAN

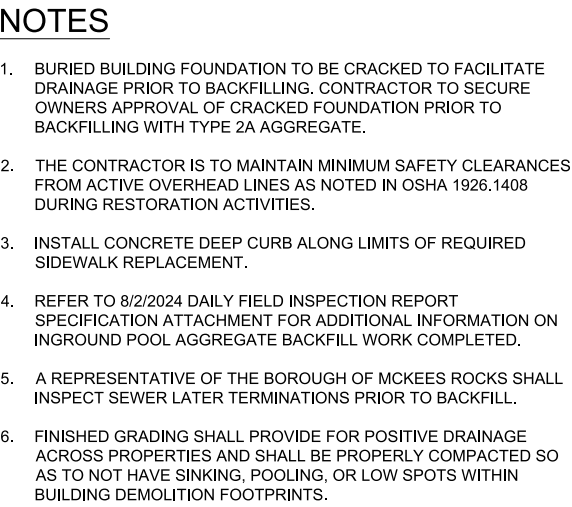
3300 PREBLE AVE.

PITTSBURGH, PA 15233

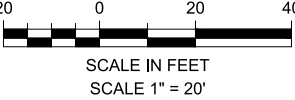
(412) 766 - 4810

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ALLEGHENY COUNTY SANITARY AUTHORITY (ALCOSAN) O06A DEMOLITION AND ELECTRICAL PAD SITE DEMOLITION CONTRACT III		Contract: 1809
O06A-DM-100 O06A DEMOLITION LOCATION PLAN		File: O06A-DM-100.dwg
		Date: 5/9/2025
		Sheet: 07 OF 55

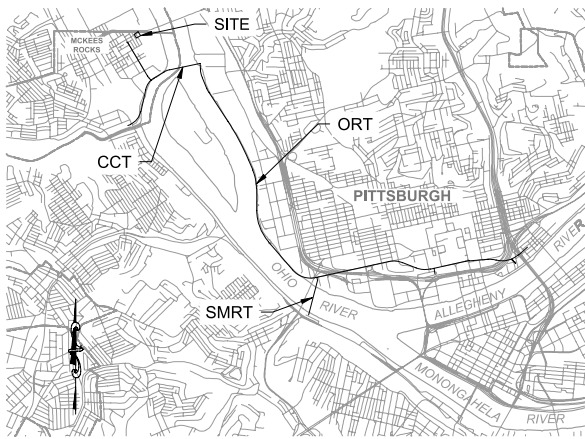
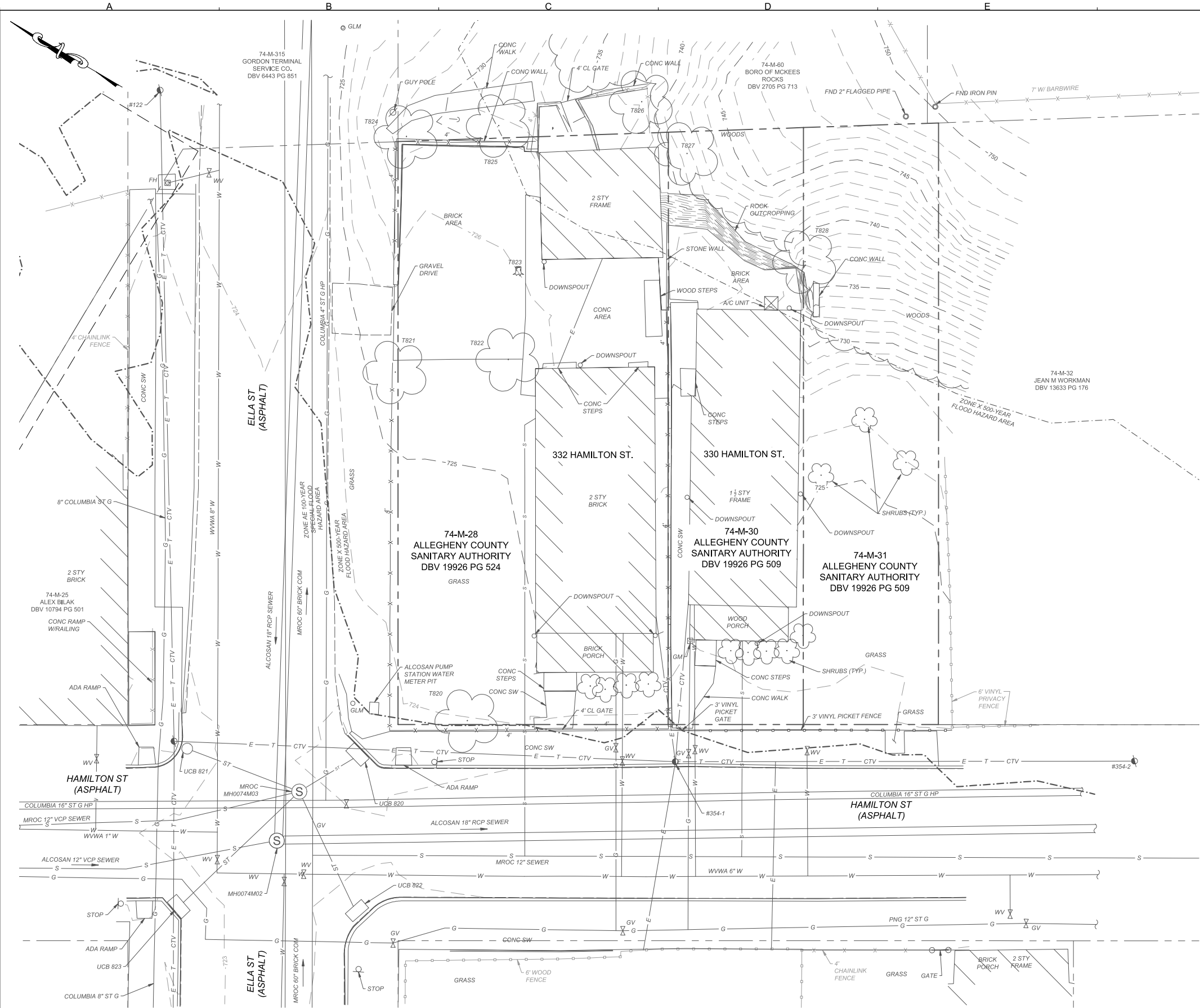


	DENOTES LIMITS OF CONTRACTOR ACCESS
	LIMITS OF CONCRETE SIDEWALK
	LIMITS OF PENNDOT TYPE 2A AGGREGATE BACKFILL WITHIN BUILDING FOUNDATION VOID
	LIMITS OF VEGETATION TRIMMING AND GRASS OVERSEEDING
	LIMITS OF EXISTING AGGREGATE BACKFILLED INGROUND POOL
	LIMITS OF AASHTO NO. 57 (PENNDOT TYPE 2B) AGGREGATE BACKFILL



Designed by:		REVISION				M MOTT MACDONALD Two Allegheny Center Nova Tower 2, Suite 1301 Pittsburgh, PA 15212 (412) 497 - 2900	811 Dial 8-1-1 or 1-800-242-1776 not less than 3 business days nor more than 10 business days prior to the start of excavation. Pennsylvania One Call System Serial Number FINAL DESIGN TICKET # 20250660567	COMMONWEALTH OF PENNSYLVANIA REGISTERED PROFESSIONAL KATHY M. CHAVARA No. PA-061712	alcosan allegheny county sanitary authority ARLETTA SCOTT WILLIAMS EXECUTIVE DIRECTOR, ALCOSAN 3300 PREBLE AVE. PITTSBURGH, PA 15233 (412) 766 - 4810 www.alcosan.org	ALLEGHENY COUNTY SANITARY AUTHORITY (ALCOSAN) O06A DEMOLITION AND ELECTRICAL PAD SITE DEMOLITION CONTRACT III	
JRL	REV NO.	DATE	DESCRIPTION	APPV	O06A-DM-200 O06A POST DEMOLITION SITE RESTORATION						
Drawn by:											
MJN											
Checked by:											
DM											

FILE NAME: C:\Users\NOV98808\Documents\T&M\Project Files\7D - PRELIM DEMO 4102-Civil - SDC-EX-001 LAST SAVED BY: NOV98808 PLOT DATE: 5/9/2025 9:35:05 AM



KEY MAP
SCALE 1" = 4000'

NOTES

- EXISTING UTILITIES SHOWN ON THIS PLAN ARE BASED ON THE BEST INFORMATION AVAILABLE AT THE TIME OF DESIGN AND MAY NOT BE ACCURATE OR COMPLETE. CONTRACTOR SHALL NOTIFY OWNER IMMEDIATELY IF SIGNIFICANT DISCREPANCIES OR ADDITIONAL UTILITIES ARE FOUND THAT WILL IMPACT THE WORK.
- EXISTING CONDITIONS PLAN IS BASED ON SITE SURVEY BY MONALOH BASIN ENGINEERS DATED 2/6/2025.
- SEE SHEET 000-DM-103 FOR VERTICAL BENCHMARK INFORMATION

SEWER DATA

UCB 820 GRATE=722.52 INV=719.72 10" PVC NW INV=719.32 10" PVC SW	MROC MH0074M03 RIM=723.40 INV=717.90 10" PVC SE INV=703.50 48" NE INV=703.50 48" SW
UCB 821 GRATE=722.36 INV=720.96 8" VCP S	ALCOSAN MH0074M02 RIM=723.46 INV=715.36 12" VCP NW INV=715.06 18" VCP NE INV=714.96 18" VCP SE
UCB 822 GRATE=722.81 INV=720.96 6" PVC NE	
UCB 823 GRATE=722.75 INV=719.25 (NO PIPES VISIBLE)	



SCALE IN FEET
SCALE 1" = 10'

Designed by:	MRS	REV No.	DATE	REVISION DESCRIPTION	APPV
Drawn by:	MJN				
Checked by:	DLM				

M

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811

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Pennsylvania One Call System Serial Number
FINAL DESIGN TICKET # 20250660567

COMMONWEALTH OF
PENNSYLVANIA

REGISTERED
PROFESSIONAL
ENGINEER
KATHY M. CHAVARA
0001474

alcosan

allegheny county sanitary authority

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ALLEGHENY COUNTY SANITARY AUTHORITY (ALCOSAN)
006A DEMOLITION AND ELECTRICAL PAD
SITE DEMOLITION CONTRACT III

SDC-EX-001
330 & 332 HAMILTON ST.
EXISTING CONDITIONS PLAN

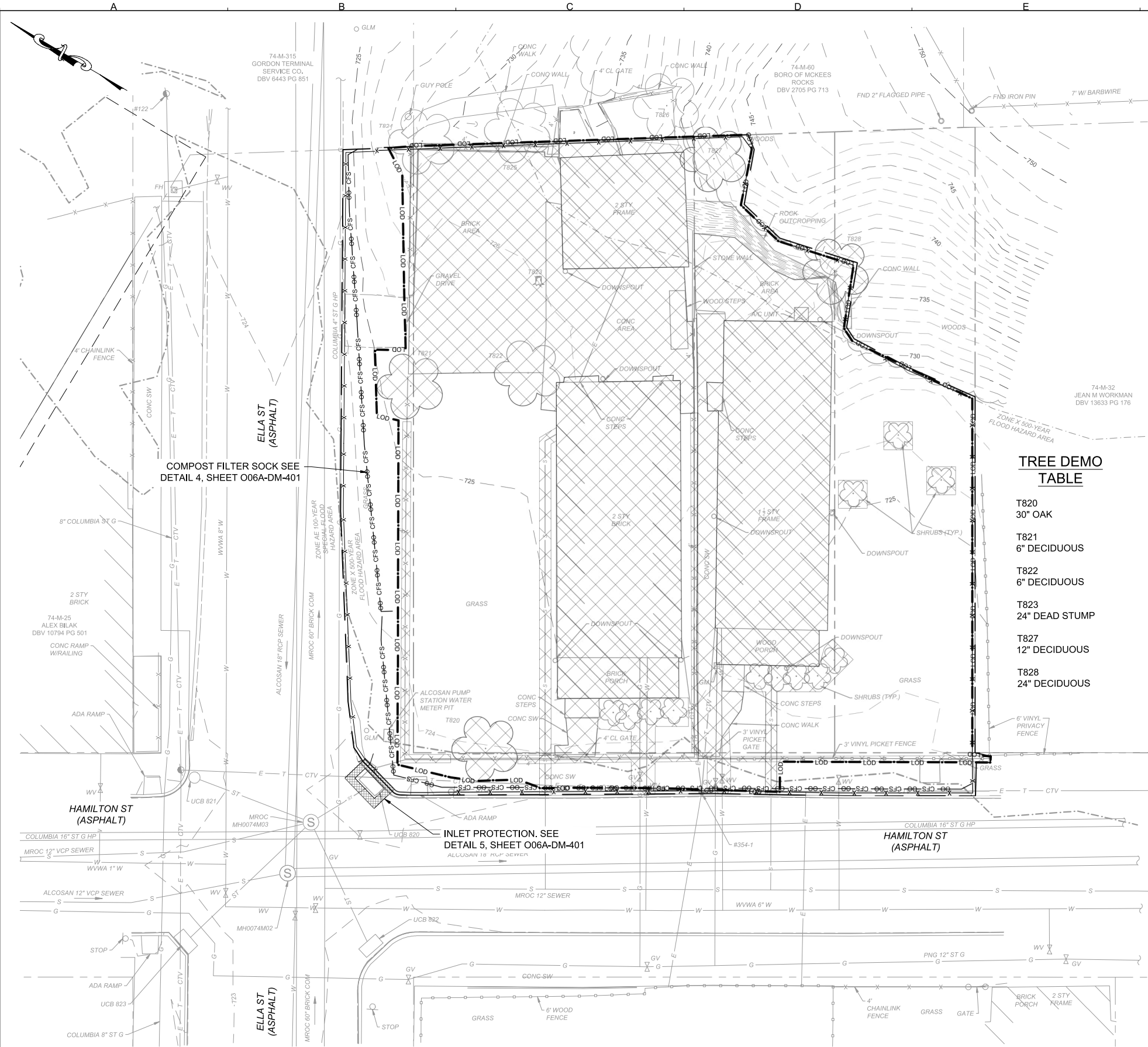
Contract:
1809

File:
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Date:
5/9/2025

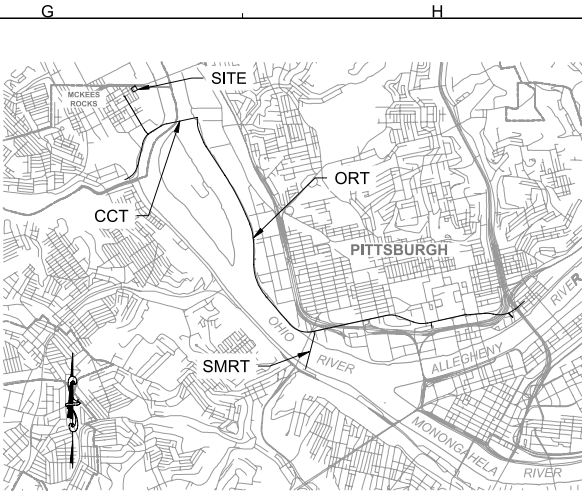
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44 OF 55

FILE NAME: C:\Users\NOV98808\Documents\Mott MacDonal\507105621 - ALCOSAN Ohio River Tunnel Design - T&M\Project Files\7D - PRELIM DEMO 4102-Civil - SDC-ES-100 LAST SAVED BY: NOV98808 PLOT DATE: 5/9/2025 9:35:19 AM



EROSION AND SEDIMENTATION CONTROL NOTES:

1. PERFORM ALL EARTH DISTURBANCES, INCLUDING CLEARING AND GRUBBING AS WELL AS CUTS AND FILLS IN ACCORDANCE WITH THE E&S PLAN. A COPY OF THE DRAWINGS MUST BE AVAILABLE AT THE PROJECT SITE AT ALL TIMES.
2. AT LEAST 7 DAYS PRIOR TO STARTING ANY EARTH DISTURBANCE ACTIVITIES, INCLUDING CLEARING AND GRUBBING, THE OWNER AND/OR OPERATOR SHALL INVITE ALL CONTRACTORS, THE LANDOWNER, APPROPRIATE MUNICIPAL OFFICIALS, THE E&S PLAN PREPARER TO AN ON-SITE PRECONSTRUCTION MEETING.
3. AT LEAST 3 DAYS BUT NOT MORE THAN 10 DAYS PRIOR TO STARTING ANY EARTH DISTURBANCE ACTIVITIES, OR EXPANDING INTO AN AREA PREVIOUSLY UNMARKED, THE PENNSYLVANIA ONE CALL SYSTEM INC. SHALL BE NOTIFIED AT 1-800-242-1776 FOR THE LOCATION OF EXISTING UNDERGROUND UTILITIES.
4. AT NO TIME SHALL CONSTRUCTION VEHICLES BE ALLOWED TO ENTER AREAS OUTSIDE THE LIMIT OF DISTURBANCE BOUNDARIES SHOWN ON THE PLAN MAPS. THESE AREAS MUST BE CLEARLY MARKED AND FENCED OFF BEFORE OPERATIONS BEGIN.
5. IMMEDIATELY UPON DISCOVERING UNFORESEEN CIRCUMSTANCES POSING THE POTENTIAL FOR ACCELERATED EROSION AND/OR SEDIMENT POLLUTION, THE OPERATOR SHALL IMPLEMENT APPROPRIATE BEST MANAGEMENT PRACTICES TO MINIMIZE THE POTENTIAL FOR EROSION AND SEDIMENT POLLUTION AND NOTIFY THE LOCAL CONSERVATION DISTRICT AND/OR THE REGIONAL OFFICE OF THE DEPARTMENT.
6. ALL BUILDING MATERIALS AND WASTES SHALL BE REMOVED FROM THE SITE AND RECYCLED OR DISPOSED OF IN ACCORDANCE WITH THE DEPARTMENT'S SOLID WASTE MANAGEMENT REGULATIONS AT 25 PA. CODE 260.1 ET SEQ., 271.1, AND 287.1 ET. SEQ. NO BUILDING MATERIALS OR WASTES OR UNUSED BUILDING MATERIALS SHALL BE BURNED, BURIED, DUMPED, OR DISCHARGED AT THE SITE.
7. ALL OFF-SITE WASTE AND BORROW AREAS MUST HAVE AN E&S PLAN APPROVED BY THE LOCAL CONSERVATION DISTRICT OR THE DEPARTMENT FULLY IMPLEMENTED PRIOR TO BEING ACTIVATED.
8. THE CONTRACTOR IS RESPONSIBLE FOR ENSURING THAT ANY MATERIAL BROUGHT ON SITE IS CLEAN FILL. DEP FORM FP-001 MUST BE RETAINED BY THE PROPERTY OWNER FOR ANY FILL MATERIAL AFFECTED BY A SPILL OR RELEASE OF A REGULATED SUBSTANCE BUT QUALIFYING AS CLEAN FILL DUE TO ANALYTICAL TESTING.
9. UNTIL THE SITE IS STABILIZED, ALL EROSION AND SEDIMENT BMPS SHALL BE MAINTAINED PROPERLY. MAINTENANCE SHALL INCLUDE INSPECTIONS OF ALL EROSION AND SEDIMENT BMPS AFTER EACH RUNOFF EVENT (0.25 IN. OR GREATER) AND ON A WEEKLY BASIS. ALL PREVENTATIVE AND REMEDIAL MAINTENANCE WORK, INCLUDING CLEAN OUT, REPAIR, REPLACEMENT, REGRADING, RESEEDING, REMULCHING AND RENETTING MUST BE PERFORMED IMMEDIATELY. IF THE E&S BMPS FAIL TO PERFORM AS EXPECTED, REPLACEMENT BMPS, OR MODIFICATIONS OF THOSE INSTALLED WILL BE REQUIRED.
10. A LOG SHOWING DATES THAT E&S BMPS WERE INSPECTED AS WELL AS ANY DEFICIENCIES FOUND AND THE DATE THEY WERE CORRECTED SHALL BE MAINTAINED ON THE SITE AND BE MADE AVAILABLE TO REGULATORY AGENCY OFFICIALS AT THE TIME OF INSPECTION.
11. SEDIMENT TRACKED ONTO ANY PUBLIC ROADWAY OR SIDEWALK SHALL BE RETURNED TO THE CONSTRUCTION SITE BY THE END OF EACH WORKDAY AND DISPOSED IN THE MANNER DESCRIBED IN THIS PLAN. IN NO CASE SHALL THE SEDIMENT BE WASHED, SHOVELED, OR SWEEPED INTO ANY ROADSIDE DITCH, STORM SEWER, OR SURFACE WATER.
12. IMMEDIATELY AFTER EARTH DISTURBANCE ACTIVITIES CEASE IN ANY AREA OR SUBAREA OF THE PROJECT, THE OPERATOR SHALL STABILIZE ALL DISTURBED AREAS.
13. PERMANENT STABILIZATION IS DEFINED AS A MINIMUM UNIFORM, PERENNIAL 70% VEGETATIVE COVER OR OTHER PERMANENT NON-VEGETATIVE COVER WITH A DENSITY SUFFICIENT TO RESIST ACCELERATED EROSION.
14. E&S BMPS SHALL REMAIN FUNCTIONAL AS SUCH UNTIL ALL AREAS TRIBUTARY TO THEM ARE PERMANENTLY STABILIZED OR UNTIL THEY ARE REPLACED BY ANOTHER BMP APPROVED BY THE LOCAL CONSERVATION DISTRICT OR THE DEPARTMENT.
15. AFTER FINAL SITE STABILIZATION HAS BEEN ACHIEVED, TEMPORARY EROSION AND SEDIMENT BMPS MUST BE REMOVED. AREAS DISTURBED DURING REMOVAL OF THE BMPS SHALL BE STABILIZED IMMEDIATELY. IN ORDER TO ENSURE RAPID REVEGETATION OF DISTURBED AREAS, SUCH REMOVAL/CONVERSIONS ARE TO BE DONE ONLY DURING THE GERMINATING SEASON.
16. FAILURE TO CORRECTLY INSTALL E&S BMPS, FAILURE TO PREVENT SEDIMENT-LADEN RUNOFF FROM LEAVING THE CONSTRUCTION SITE, OR FAILURE TO TAKE IMMEDIATE CORRECTIVE ACTION TO RESOLVE FAILURE OF E&S BMPS MAY RESULT IN ADMINISTRATIVE, CIVIL, AND/OR CRIMINAL PENALTIES BEING INSTITUTED BY THE DEPARTMENT AS DEFINED IN SECTION 602 OF THE PENNSYLVANIA CLEAN STREAMS LAW. THE CLEAN STREAMS LAW PROVIDES FOR UP TO \$10,000 PER DAY IN CIVIL PENALTIES, UP TO \$10,000 IN SUMMARY CRIMINAL PENALTIES, AND UP TO \$25,000 IN MISDEMEANOR CRIMINAL PENALTIES FOR EACH VIOLATION.



KEY MAP
SCALE 1" = 4000'

NOTES

1. REFER TO EROSION & SEDIMENT CONTROL DETAILS AND NOTES ON O06A-DM-401 AND O06A-DM-402.
2. PRIOR TO START OF CONSTRUCTION, CONTRACTOR TO SUBMIT A PLAN DOCUMENTING DEMOLITION PHASING FOR REVIEW AND APPROVAL.

LEGEND

- DENOTES LIMITS OF DEMOLITION AND WASTE REMOVAL
- DENOTES LIMITS OF CONTRACTOR ACCESS
- TEMPORARY CONSTRUCTION FENCE
- INLET PROTECTION
- COMPOST FILTER SOCK
- LIMIT OF DISTURBANCE

(EROSION AND SEDIMENTATION CONTROL NOTES CONTINUED):



SCALE IN FEET
SCALE 1" = 10'

Designed by:	JRL	REVISION			
		REV No.	DATE	DESCRIPTION	APPV
Drawn by:	MJN				
Checked by:	DLM				

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MACDONALD

Two Allegheny Center
Nova Tower 2, Suite 1301
Pittsburgh, PA 15212
(412) 497 - 2900



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Pennsylvania One Call System Serial Number
FINAL DESIGN TICKET # 20250660567



ARLETTA SCOTT WILLIAMS
EXECUTIVE DIRECTOR, ALCOSAN

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(412) 766 - 4810

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ALLEGHENY COUNTY SANITARY AUTHORITY (ALCOSAN)
O06A DEMOLITION AND ELECTRICAL PAD
SITE DEMOLITION CONTRACT III

SDC-ES-100
330 & 332 HAMILTON ST.
EROSION & SEDIMENT CONTROL PLAN

Contract:	1809
File:	SDC-ES-100.dwg
Date:	5/9/2025
Sheet:	45 OF 55

FILE NAME: C:\Users\NOV98808\Documents\Mott MacDonal\607105621 - ALCOSAN Ohio River Tunnel Design - T&M\Project Files\7D - PRELIM DEMO 4102-Civil - SDC-DM-200 LAST SAVED BY: NOV98808 PLOT DATE: 5/9/2025 9:35:51 AM

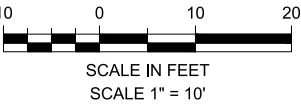


NOTES

- BURIED BUILDING FOUNDATION TO BE CRACKED TO FACILITATE DRAINAGE PRIOR TO BACKFILLING. CONTRACTOR TO SECURE OWNERS APPROVAL OF CRACKED FOUNDATION PRIOR TO BACKFILLING WITH TYPE 2A AGGREGATE TO 4" BELOW FINISHED GRADE.
- FOLLOWING BACKFILL OF BUILDING FOUNDATIONS, TOP WITH 4" OF SEEDED TOPSOIL AND STRAW. SEE DETAIL 3, SHEET 006A-DM-401.
- THE CONTRACTOR IS TO MAINTAIN MINIMUM SAFETY CLEARANCES FROM ACTIVE OVERHEAD LINES AS NOTED IN OSHA 1926.1408 DURING RESTORATION ACTIVITIES.
- INSTALL CONCRETE DEEP CURB ALONG LIMITS OF REQUIRED SIDEWALK REPLACEMENT
- SEE SHEET 000-DM-103 FOR VERTICAL BENCHMARK INFORMATION.
- A REPRESENTATIVE OF THE BOROUGH OF MCKEES ROCKS SHALL INSPECT THE BUILDING FOUNDATIONS PRIOR TO BACKFILL.
- FINISHED GRADING SHALL PROVIDE FOR POSITIVE DRAINAGE ACROSS PROPERTIES AND SHALL BE PROPERLY COMPACTED SO AS TO NOT HAVE SINKING, POOLING, OR LOW SPOTS WITHIN BUILDING DEMOLITION FOOTPRINTS.
- ALL DEMOLITION WORK AND CONSTRUCTION OF TEMPORARY RETAINING WALL IMPROVEMENTS SHALL BE ACCOMPLISHED FROM 330 & 332 HAMILTON STREET PROPERTIES.

LEGEND

- DENOTES LIMITS OF CONTRACTOR ACCESS
- [Pattern] LIMITS OF CONCRETE SIDEWALK
- [Pattern] LIMITS OF AGGREGATE BACKFILL AND TOPSOIL WITHIN BUILDING FOUNDATION VOID
- [Pattern] LIMITS OF VEGETATION TRIMMING AND GRASS OVERSEEDING
- [Pattern] AREAS OF CLEAN FILL (PENNDOT 2A WITHIN BUILDING FOOTPRINTS) WITH 4" OF TOPSOIL
- [Pattern] EROSION CONTROL BLANKET
- 695 --- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOURS
- 710 --- PROPOSED MAJOR CONTOUR
- PROPOSED MINOR CONTOURS
- 726.53⁺ PROPOSED SPOT ELEVATION
- 726.29⁺ EXISTING SPOT ELEVATION



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Drawn by:	REV No.	DATE	DESCRIPTION	APPV
Checked by:				

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Pennsylvania One Call System Serial Number
FINAL DESIGN TICKET # 20250660567

COMMONWEALTH OF
PENNSYLVANIA
REGISTERED
PROFESSIONAL
ENGINEER
KATHY M. CHAVARA
No. 160816
EXPIRATION DATE 12/31/2026

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Allegheny County Sanitary Authority

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ALLEGHENY COUNTY SANITARY AUTHORITY (ALCOSAN)
006A DEMOLITION AND ELECTRICAL PAD
SITE DEMOLITION CONTRACT III
SDC-DM-200
330 & 332 HAMILTON ST. POST DEMOLITION
SITE RESTORATION

Contract:	1809
File:	SDC-DM-200.dwg
Date:	5/9/2025
Sheet:	48 OF 55