

**SECTION 1
SPECIAL CONDITIONS
Contract 1 - General Construction**

A. GENERAL

1. Scope of Project

a. Location

The Project is a new municipal storage and maintenance building for the Owner (Shiremanstown Borough) located along East Strawberry Alley, adjacent to the municipal building on 1 Park Lane in Shiremanstown Borough, Cumberland County, Pennsylvania in accordance with the Contract Documents.

b. Scope

It is the intent of the drawings and specifications to describe the construction of the municipal garage to be performed under separate prime contracts (the "Prime Contracts") as described below. Each Prime Contractor shall furnish all labor, materials, equipment, machinery, apparatus and tools and perform all operations necessary to install, equip and put into satisfactory operation the Work specified and shown on the Plans.

Any labor, materials, equipment, or apparatus not specifically mentioned in the plans or specifications which may be necessary for the proper completion of the entire Work shall be furnished by each Prime Contractor without additional compensation.

c. Contract Documents

The Contract Documents as defined in the Standard Contract Provisions which are made a part hereof. In the event of any inconsistency, the provisions of this Division I shall control.

d. Starting and Completing Work

The Contract work shall be started immediately upon receipt of a written notice from the Owner and shall be continued in full force until completion, unless approval to suspend work is granted by the Owner or unless delays occur due to unfavorable weather.

Before filing his bid, the Bidder shall have made all arrangements to be fully equipped to expeditiously carry on all work in case he is awarded a Contract and shall have made all arrangements to permit immediate transportation to the site of the work of all equipment, materials and other facilities required to execute the work.

In scheduling his operations, the Contractor shall take into consideration all delays that may occur due to unfavorable weather; failure of public utilities or others to install, remove or adjust their structures when required; and the uncertainties prevailing on account of a national emergency in regard to obtaining critical materials and labor to complete the various portions of such work in time.

e. Release of Lien

The Contractor shall provide to the Shiremanstown Borough Council a Release of Lien in a format acceptable to the Borough and properly signed by all tradesmen or suppliers which provided either materials or labor for the work performed under this contract. This Release of Lien shall be presented to the Shiremanstown Borough at the time of application for final payment.

2. Summary

- a. This Section includes a summary of each contract, including responsibilities for coordination and temporary facilities and controls.
- b. Specific requirements of each contract are also indicated in individual Specification Sections and on Drawings.
- c. Related Sections include the following:
 - 1) Section 2- Work Restrictions: Use of the Project site and for requirements for continued Owner occupancy of premises.
 - 2) Section 3 - Submittal and Testing Procedures.

3. Definitions

a. Permanent Enclosure

As determined by Architect/Engineer, permanent or temporary roofing, which is complete, insulated, and weathertight; exterior walls are insulated and weathertight; and all openings are closed with permanent construction or substantial temporary closures.

4. Prime Contracts

- a. Prime contracts for Project include the following:
 - Contract 1 – General Construction (Contract 15609.655-1)
 - Contract 2 – Mechanical Construction (Contract 15609.655-2)
 - Contract 3 – Electrical Construction (Contract 15609.655-3)
 - Contract 4 – Plumbing Construction (Contract 15609.655-4)

5. Coordination

a. Project Coordinator shall be responsible for coordination among all Prime Contractors.

1) General Construction Contractor ("General Contractor") shall act as the Project Coordinator.

b. General Contractor

1) The General Contractor shall have coordination responsibility of all and each prime contractors. This shall include:

a) Providing a master project schedule ("Master Project Schedule") which includes each separate Prime Contractor's scheduled responsibilities for delivery dates, installation, construction and critical activities for the Project.

b) Direct, schedule and control onsite activities of each separate Prime Contractor.

c) Provide specific directions to each Prime Contractor when unforeseen interferences impact the progress of the work.

2) The General Contractor shall be experienced in administration and supervision of building construction, including the scheduling and coordination of plumbing, HVAC and electrical work.

3) The coordination activities of the General Contractor include, but are not limited to, the following:

a. Provide overall coordination of the Work.

b. Coordinate shared access to workspaces.

c. Coordinate product selections for compatibility.

d. Provide overall coordination of temporary facilities and controls.

e. Coordinate, schedule, and approve interruptions of permanent and temporary utilities, including those necessary to make connections for temporary services.

f. Coordinate construction and operations of the Work with work performed by each contract.

g. Prepare Coordination Drawings (if and as required) to coordinate work by more than one contract.

h. Coordinate sequencing and scheduling of the Work.

j. Provide quality-assurance and quality-control services.

- k. Coordinate sequence of activities to accommodate tests and inspections, and coordinate schedule of tests and inspections with the testing laboratory.
- l. Provide information necessary to adjust, move, or relocate existing utility structures affected by construction.
- m. Set elevations provided by the Engineer. The General Contractor shall also be responsible for setting all corners, batterboards, off-set stakes and other construction lines from property lines or other reference points provided by the Engineer.
- n. Provide waste collection and progress cleaning of common areas and coordinate waste collection, recycling and progress cleaning of areas or pieces of equipment where more than one contractor has worked.
- o. Coordinate cutting and patching of all the Work.
- p. Coordinate protection of the Work.
- q. Coordinate preparation of Project Record Documents; all information from all contractors is to be integrated to form one combined record set.
- r. Print and submit Record CAD Drawings if installations by more than one contractor are indicated on the same Contract Drawing or Shop Drawing.
- s. Collect Record Specification Sections from other contractors, collate Sections into numeric order, and submit one complete set.
- t. Coordinate preparation of operation and maintenance manuals; all information from all contractors is to be integrated to form one combined record set.

c. Prime Contractors

- 1) Each Prime Contractor shall be responsible to the General Contractor to coordinate that Prime Contractor's onsite activities. This includes submission of detailed information relating to the scheduling activities of material procurement, delivery dates, installation timeframes and notification of required work to be completed by other Prime Contractors prior to the installation of each Prime Contractor's work.
- 2) All onsite interferences with other trades shall be coordinated with the General Contractor. Unforeseen conditions that may arise and necessitate a Construction Change Directive shall be conveyed to the Engineer but shall be coordinated with the General Contractor.

- 3) The General Contractor shall be experienced in administration and supervision of building of building construction, including the scheduling and coordination of mechanical, plumbing and electrical work.

6. Schedules

a. Pre-Award Information

The apparent low bidder for each Prime Contract shall, within ten (10) working days following notification of its status as apparent low bidder, provide the Engineer with an intended schedule for work to be completed. The Engineer shall transmit the information to the apparent General Contractor low bidder.

b. Master Project Schedule

Within ten (10) working days following receipt of the information set forth in subsection a. above, the apparent low bidder for the General Construction Contract shall provide the Engineer with a Master Project Schedule which incorporates the schedules of the other Prime Contractors and which Master Project Schedule shall be controlling on all of the Prime Contractors thereafter.

Upon receipt, the Engineer shall provide a copy of the Master Project Schedule to each Prime Contractor along with the Notice of Award. No changes or deviations from the Master Project Schedule shall be permitted without approval from the Engineer and, if the change or deviation involves an extension in the time for completing the required Work, a written change order or directive as the case may be.

c. Form of Schedule

The Master Project Schedule shall be a critical path schedule in such form as is approved by the Engineer.

- d. Failure to adhere to the Master Project Schedule by any Prime Contractor shall be considered a default of that Prime Contractor.

7. All Prime Contracts

a. Extent of Contract

Unless the Contract Documents contain a more specific description of the Work, names and terminology on Drawings and in Specification Sections determine which contract includes a specific element of Project.

- 1) All Work described in this Section for each contract shall be complete systems and assemblies, including products, components, accessories, and installation required by the Contract Documents.

- 2) Local custom and trade-union jurisdictional settlements do not control the scope of the Work of each contract. When a potential jurisdictional dispute or similar interruption of work is first identified or threatened, affected contractors shall negotiate a reasonable settlement to avoid or minimize interruption and delays.
- 3) Trenches for the Work of each contract shall be coordinated with and provided by the General Contractor unless otherwise specified (electrical service). See General Contractor specification for trenching specifications.
- 4) Selective demolition for the work of each contract shall be coordinated with the General Contractor and shall be provided by each Prime Contractor for its own work.
- 5) Cutting and patching for the Work of each contract shall be coordinated with the General Contractor and shall be provided by each Prime Contractor for its own Work.
- 6) Firestopping for the Work of each contract shall be coordinated with the General Contractor and shall be provided by each Prime Contractor for its own Work.

b. Substitutions

Each contractor shall cooperate with other contractors involved to coordinate approved substitutions with remainder of the Work.

c. Temporary Facilities and Controls

Each Prime Contractor is responsible as follows:

1) Access to the Construction Site

Access for all Prime Contractors to the Project site is the responsibility of the General Contractor, which shall construct and maintain temporary roads as necessary. Temporary roads shall be adequate to permit the entrance and egress of construction and supply vehicles of all contractors at all times during the construction period. No contractor/worker, or any subcontractor or supplier shall be permitted to use the existing driveways or any portion of the existing parking facilities without the approval of the Engineer.

2) Temporary Services

Each Prime Contractor is specifically responsible for the installation, operations, maintenance and removal of each temporary service or facility, usually recognized as related to that contractor's normal scope of work.

3) Use/Utility Charges

a) General

All utility charges for temporary facilities shall be paid for by the General Contractor. The Owner will not assume responsibility for any utility costs until the Certificate of Completion has been issued for the Project. Use charges (i.e., tapping fees, 3Ø power) will be paid by the Owner.

b) Sanitary Sewer Service

There shall be no discharge into the existing sanitary sewer system without prior written authorization by the Borough Engineer.

c) Water Service

Cost of all metered water service used by each Prime Contractor shall be the responsibility of the General Contractor.

For Shiremanstown Borough facility construction, water can be provided by the Borough from the existing service line at the Borough Office for low volume service, at the discretion of the Borough. Borough reserves the right to halt provision of water at its discretion.

d) Electrical Power Service

The cost for all temporary electric power service at the Project Site by all Prime Contractors shall be the responsibility of the General Contractor.

For Shiremanstown Borough facility construction, electricity can be provided by the Borough from the existing service line at the Borough building or alternate location for general service, at the discretion of the Borough. Borough reserves the right to halt provision of electricity at its discretion.

e) Utility Extensions

The cost of extending utilities to and on the Project Site shall be as is otherwise set forth in the plans and specifications.

f) Security and Protection Facilities

The General Contractor shall be responsible for installing temporary enclosures around partially completed areas of construction and provide lockable entrances to prevent unauthorized entrance, vandalism, theft and similar violations of security. Each Prime Contractor shall be responsible for securing that contractor's own equipment and materials. In the event of loss, the Owner shall not be responsible. Each Prime Contractor shall be responsible to secure the Project work area at the end of each workday.

d. Right of Property

No Prime Contractor shall have any right in any property or materials taken from any excavation and no earth, sand or other material from the Site shall be removed before any fill operations, except with the approval of the Engineer. The provisions of this paragraph shall not be construed to relieve any Prime Contractor of any of its obligations to remove and dispose of any excavated material with or without re-handling at its cost and expense as otherwise provided in the specifications.

e. Concrete Mix Computations

In addition to the requirements of the specification "Concrete Construction," the Contractor shall employ a testing laboratory to prepare computations of the concrete mixes to be used, and submit the computations to the Engineer for approval. Such approval will not relieve the Contractor of responsibility of the mixes.

f. Minimum Wage Rates

The applicable Pennsylvania prevailing wage determination for this Project are attached to the Contract Documents and shall be complied with in accordance with the instructions to bidders.

g. Painting Work by Others

All pipe, conduit, equipment installed under the Electrical Prime Contract (Contract 15609.655-3) shall be painted by the General Contractor (Contract 15609.655-1). Colors shall be as directed by the Engineer.

h. Safety and Health Regulations

Each Prime Contractor shall comply with the Department of Labor, Safety and Health Administration Regulations for construction promulgated under the Occupational, Safety and Health Act of 1970 (P.L. 91-596) and under Section 107 of the Contract Hours and Safety Act (P.L. 91-54).

i. Miscellaneous

1) Vehicle Removal and Barricades

Removal of vehicles, barricading and other operations necessary for the completion of the required work for each Prime Contractor is the responsibility of that Contractor.

2) Designated Representative

Each Prime Contractor shall provide at least one responsible worker to answer emergency calls on a 24-hour basis and perform emergency service during non-working hours for any condition resulting from that Prime Contractor's construction activities which may present a hazard to the Project or to the public. This worker shall make himself available at any time of the day or night and any day of the week for any required emergency work and shall have available a proper vehicle, supplies and materials together with such authority as is required from the Prime Contractor to adequately perform his duties hereunder. If a contractor is notified of a deficiency which is not corrected within two hours from the time of notification, then the Owner may initiate repairs and the responsible Prime Contractor will be back charged.

3) Changes in the Project

Any changes in the Project which involve cost adjustments shall be only in accordance with the change order procedures otherwise set forth in the General Conditions.

4) Payments

Payments to each Prime Contractor shall be in accordance with payment applications as otherwise set forth in the general conditions and shall be in accordance with a lump sum contract price.

5) Time for Completion and Liquidated Damages

The responsibility to perform the Work for each Prime Contract shall commence upon receipt of a Notice to Proceed from the Engineer and shall continue in full force until completion which shall be within **180 (one hundred eighty) calendar days** from the date of receipt of the Notice to Proceed from each Prime Contract. No delays will be permitted unless a change order granting an extension of time is issued and approved by the Owner.

The parties recognize that the Owner will incur damages if the Project is not completed within the 180 day time period, and also recognize that these damages shall be difficult to ascertain or quantify. After reasonable investigation and consideration, and by executing the Contract, each Prime Contractor agree that **\$1000 per day** is a best effort estimate for damages resulting from delay in completion to the Owner. The Prime Contractors also agree that any damages resulting from failure to perform and complete the Work under each Prime Contract shall result in additional damages as are otherwise permitted to the Owner under applicable Pennsylvania law and which shall include additional engineering fees, inspection work and any other damages which are properly recoverable.

6) Insurance

Each Prime Contractor shall provide evidence of coverage of insurances as required under the General Conditions.

7) Indemnification

Each Prime Contractor shall indemnify and hold harmless the Owner, the Engineer and their respective agents and employees from and against all claims, damages, losses and expenses, including attorney's fees arising out of or resulting from the performance of that Prime Contractor's Work, providing that any such claim, damage, loss or expense is:

- a) attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property including the loss of use resulting therefrom.
- b) caused in whole or in part by any intentional or negligent act or omission of a Prime Contractor, its employees, subcontractors, suppliers or materialmen or anyone directly or indirectly employed by any of them or anyone for whose acts may be liable, regardless of whether or not it is caused in part by anyone indemnified hereunder.
- c) in any and all claims against the Owner or any of its agents or employees by any employee of any Prime Contractor, any subcontractor, supplier or materialmen of any of them, the indemnification obligation under this section 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 under workman's compensation acts, disability acts or other employee's benefit acts.

8) Release of Liens

All Contractors shall provide Owner a release of liens properly signed by all tradesmen, suppliers, subcontractors and subcontractors of subcontractors or anyone who has provided materials or labor for the Work performed under any Prime Contract. The release of liens shall be presented to the Engineer prior to the payment of the final retainage for any Prime Contractor's entitlement.

9) Operation and Maintenance Manuals

Each Prime Contractor shall collect two sets of catalog data including instructions for operations and care of all equipment, diagram, drawings, etc. for all pieces of equipment furnished under that Prime Contractor's

contract. The data shall be submitted to the General Contractor who shall reduce it into a single notebook form and suitably indexed. In addition to the data provided herein, the information contained shall include any and all manufacturer or supplier warranties which are issued pursuant to the required Work under the Contract. The General Contractor shall cause the same to be delivered to the Engineer prior to the release of final payment. This record shall also include the plan location and elevation of all underground piping and utilities and shall include "as built" buildings.

8. General Construction Contract

- a. Work in the General Construction Contract includes, but is not limited to, the following:
- 1) Site preparation, including cleaning and relocations and earthwork.
 - 2) Site improvements, including site development furnishings and equipment and seeding/restoration.
 - 3) Stormwater inlets, piping, stone and all components to install the required stormwater management system.
 - 4) Sanitary sewer lateral from oil/water separator to existing lateral.
 - 5) Water supply lateral from existing supply to new building.
 - 6) Oil-Water Separator and installation.
 - 7) Tunnels and trenching for site utilities.
 - 8) Foundations, including footings, foundation walls.
 - 9) Slabs-on-grade, including earthwork, subdrainage systems, and insulation.
 - 10) Paving and concrete as depicted on the plan for the site.
 - 11) Permanent Signs installation (signs provided by Borough).
 - 12) Concrete Bollards, Wheel Stops, and Concrete Bin Blocks and installation
 - 13) Below-grade building construction, including excavation, backfill, and thermal and moisture protection.
 - 14) Superstructure, including floor mezzanine and roof construction.
 - 15) Exterior closure, including walls, parapets, doors, windows and louvers.
 - 16) Roofing, including coverings, flashings, roof specialties and openings.

- 17) Interior construction, including partitions, doors, interior windows, and fittings.
- 18) Interior finishes.
- 19) Furnishings, including casework (no furniture or appliances).
- b. Temporary facilities and controls in the General Construction Contract include, but are not limited to, the following:
 - 1) Temporary facilities and controls that are not otherwise specifically assigned to the Plumbing Contract, HVAC/Mechanical Contract or Electrical Contract.
 - 2) Unpiped sewers and drainage, including drainage ditches, dry wells, stabilization ponds, and containers. There shall be no discharge into the sanitary sewer system without prior written authorization by the Owner.
 - 3) Stormwater control, including the following:
 - a. Erosion and sediment controls
 - b. Foundation drainage system.
 - c. Site drainage system.
 - 4) Unpiped portable or temporary toilet fixtures, wash facilities, and drinking water facilities, including disposable supplies.
 - 5) Temporary enclosure for building exterior, except as indicated.
 - 6) Dewatering facilities and drains.
 - 7) General hoisting facilities for materials and personnel, up to 2 tons (2000 kg).
 - 8) Project identification and temporary signs as shall be designed and paid for by the General Construction Contractor.
 - 9) General waste recycling and disposal facilities.
 - 10) Temporary fire-protection equipment.
 - 11) Security enclosure and lockup.
 - 12) Traffic Control
 - 13) Environmental protection.
 - 14) Restoration of Owner's existing facilities used as temporary facilities.
 - 15) Soil stabilization; sedimentation and erosion control.

c. Miscellaneous

- 1) The General Contractor shall be responsible for determining the exact location of all utilities on the site and shall protect the utilities during the course of the work performed by all Prime Contractors. Notwithstanding, each Prime Contractor, shall at the discretion of the utility involved, repair or have repaired all damage to any utility which the result of the work of that Prime Contractor at no cost to the Owner. In the event that any utilities interfere with the installation of new building or appurtenances, each Prime Contractor must allow for such interference in his bid. Each Prime Contractor is required to comply with all provisions of Act 287 of the Commonwealth of Pennsylvania effective April 9, 1975. The cost of any required utility location shall be included in the General Contractor's lump sum bid on the proposal form.
- 2) Safety of the General Public. The General Contractor shall be responsible for the safety of the general public in or about the site at all times. All excavated areas shall be backfilled daily or roped off with lighted barricading.
- 3) The General Contractor is responsible for the obtaining of all necessary permits (i.e., building permit, excavation permit, etc.) from Shiremanstown Borough, Cumberland County or any governmental body having legal jurisdiction over the same. The cost of all permits shall be included in the bid price of the General Contractor.

9. Plumbing Contract

- a. Work in the Plumbing Contract includes, but is not limited to, the following:
 - 1) Site water supply and distribution.
 - 2) Site sanitary sewer, including oil/water separator.
 - 3) External and internal trench drains up to storm sewer system and oil/water separator on sanitary sewer.
 - 4) Site gas line service connection
 - 5) Site special plumbing systems.
 - 6) Plumbing fixtures.
 - 7) Domestic water distribution.
 - 8) Sanitary waste.

- 9) Plumbing connections to equipment furnished by the General Construction Contract, Plumbing Contract, HVAC/Mechanical Contract and Electrical Contract.
- b. Temporary facilities and controls in the Plumbing Contract include, but are not limited to, the following:
 - 1) Piped water service.
 - 2) Piped temporary toilet fixtures, wash facilities, and drinking water facilities.
 - 3) Plumbing connections to existing systems and temporary facilities and controls furnished by the General Construction Contract, Plumbing Contract, HVAC/ Mechanical Contract and Electrical Contract.

10. HVAC/Mechanical Contract

- a. Work in the HVAC/Mechanical Contract includes, but is not limited to, the following:
 - 1) Heat generation.
 - 2) Refrigeration.
 - 3) HVAC distribution.
 - 4) Terminal and packaged units.
 - 5) HVAC instrumentation and controls.
 - 6) HVAC testing, adjusting, and balancing.
 - 7) Mechanical connections to equipment furnished by the General Construction Contract, Plumbing Contract, HVAC/Mechanical Contract and Electrical Contract.
- b. Temporary facilities and controls in the Mechanical Contract include, but are not limited to, the following:
 - 1) Temporary heat and ventilation.

11. Electrical Contract

- a. Work in the Electrical Contract includes, but is not limited to, the following:
 - 1) Site electrical distribution (See site drawings).
 - 2) Site lighting.

- 3) Electrical service and distribution.
 - 4) Lighting and branch wiring.
 - 5) Telecommunications, security, computer wiring and audio-visual wiring. Equipment will be supplied by others.
 - 8) Electrical connections to equipment furnished by the General Construction Contract, Plumbing Contract, HVAC/Mechanical Contract and Electrical Contract.
- b. Temporary facilities and controls in the Electrical Contract include, but are not limited to, the following:
- 1) Electric power service and distribution.
 - 2) Lighting, including site lighting.
 - 3) Electrical connections to existing systems and temporary facilities and controls furnished by the General Construction Contract, Plumbing Contract, HVAC/ Mechanical Contract and Electrical Contract.

12. Separate Contracts

Any additional separate contracts will be secured by the Owner. Coordinate work prior to completion of rooms and final work. The following work will be provided by the Owner.

- a. Telephone and Data System Equipment
- b. Security System Equipment
- c. Furniture

13. Progress of the Work

- a. All scheduling and sequencing of the Construction Work shall be coordinated with the Owner.
- b. It is essential that the Contractors communicate on this job. A list of Contractors will be supplied by the Engineer prior to the start of work. The Contractors are directed to check on the progress of each contract to maintain a smooth flow of trades through the duration of the project. The General Construction Contractor (Contract 15609.655-1) shall act as the project coordinator. The Owner and Engineer will not be responsible for changes or rework necessary due to lack of coordination between Contractors.

Upon award of the project, the General Contractor (Contract 15609.655-1) shall arrange and conduct a sequencing and scheduling meeting with all contracts. Prior to construction, a master project schedule shall be submitted to the Borough for review and approval.

14. Subsurface Conditions

From investigations, including surveys made at the site, it is assumed that physical conditions are approximate, as indicated on the drawings, but the nature of the materials below the surface or the depth to satisfactory foundations, are not guaranteed. No additional compensation shall be paid for rock or any other subsurface condition. The Contractors expressly assumes the risk of any unexpected subsurface condition. No boring has been performed.

15. Non-Classified Excavation

All excavation shall be unclassified. The Contractors are hereby advised that where rock is encountered within the lines and grades shown on the drawings or described by the specifications for lump sum items on the contract proposal, removal of same will be paid for as a part of the applicable lump sum price bid and no extra compensation will be made therefore.

16. Project Photographs

Prior to construction, the General Contractor shall furnish three (3) sets of photographs of the site from four (4) views. During construction, the Contractor shall provide three (3) sets of detailed project photographs each month during construction. Copies of the photographs shall be supplied to the Engineer with pay applications.

17. Cleaning

a. General

1) Description

- a) Throughout the construction period, maintain the renovation area in a standard of cleanliness as described in this Section.
- b) Owner requires that this project generate the least amount of trash and waste possible. All Contractors shall comply with Section 017419 Construction Waste Management and Disposal.

2) Quality Assurance

- c) Conduct daily inspections and more often, if necessary, to verify that requirements for cleanliness are being met.
- d) In addition to the standards described in this Section, comply with pertinent requirements of governmental agencies having jurisdiction.

b. Products

1) Cleaning Materials and Equipment

Provide required personnel, equipment and materials needed to maintain the specified standard of cleanliness for a clean and neat site.

2) Compatibility

Use only the cleaning materials and equipment which are compatible with the surface being cleaned, as recommended by the manufacturer of the material.

c. Execution

1) Progress Cleaning

a) General

- (1) Retain stored items in an orderly arrangement allowing maximum access, not impeding traffic and providing required protection of materials.
- (2) Do not allow accumulation of scrap, debris, waste material and other items not required for construction of this work.
- (3) At least once each week, and more often if necessary, completely remove all scrap, debris and waste material from the job site.
- (4) Provide adequate storage for all items awaiting removal from the job site, observing requirements for fire protection and protection of the environment.

b) Building

- (1) At the end of each day's work, inspect the building and pick up all scrap, debris and waste material. Remove such items to the place designated for their storage.
- (2) At the end of each day's work, sweep interior spaces clean; free from dust and other material capable of being removed by use of reasonable effort and a handheld broom.
- (3) As required preparatory to installation of succeeding materials, clean the building or pertinent portions thereof to the degree of cleanliness recommended by the manufacturer of the succeeding material, using equipment and materials required to achieve the necessary cleanliness.

- (4) Following the installation of finish floor materials, the finish floor shall be kept clean and protected at all times while work is being performed in the space in which finish materials are installed; free from foreign material which may be injurious to the finish floor material.

2) Final Cleaning

- a) Final cleaning shall be provided by skilled cleaners using commercial quality building maintenance equipment and materials.
- b) Prior to completion of the work, remove from the buildings job site all tools, surplus materials, equipment, scrap, debris, and waste. Conduct final progress cleaning as described in Article C.1 above.

c) Building

(1) Exterior

- (a) Remove all traces of soil, waste materials, smudges and other foreign matter from exterior surfaces.
- b) In the event of stubborn stains not removable with water, the Architect may require other additional cleaning at no additional cost to the Owner.

(2) Interior

- (a) Remove all traces of soil, waste materials, smudges and other foreign matter from interior surfaces.
- (b) Remove all traces of splashed material from adjacent surfaces.
- (c) Remove paint droppings, spots, stains and dirt from finished surfaces.

(3) Polished Surfaces

To surfaces requiring routine application of buffed polish, apply the polish recommended by the manufacturer of the material being polished.

- d) Schedule final cleaning as approved by the Engineer to enable the Owner to accept a completely clean facility.

- e) Final acceptance of the building is contingent on approval of final cleaning.

3) Cleaning During Partial Occupancy

Should the Owner occupy the work of any portion thereof prior to its completion by the Contractor and acceptance by the Owner, responsibilities for interim and final cleaning shall be as determined by the Engineer.

B. UTILITIES

The Contractor shall determine the exact location of all utilities affected by this work and shall protect the utilities during the course of the work. The Contractor shall, at the discretion of the utility involved, repair or have repaired all damage to the utilities, which is a result of the work, at no cost to the Owner. These utilities may interfere with the installation of the new lines or appurtenances and the Contractor must allow for such interference in his bid. The Contractor will be required to comply with all provisions of Act 287 of the Commonwealth of Pennsylvania, effective April 9, 1975. The cost of utility location shall be included in the Contractor's lump sum bid on the Proposal Form.

C. SAFETY OF GENERAL PUBLIC

The Contractor shall be responsible for the safety of the general public in or about the project site at all times. Excavated areas shall be backfilled daily or roped off with lighted barricading. Entrances to driveways and adjoining residents shall have sound steel plating or wood planking of uniform thickness, with handrails and adequate lighting across excavated areas to provide for a safe travel way to each residence. Notification to adjoining residents is to be given by the Contractor within a reasonable time to facilitate their arrival or departure from the residence. Notification to the Borough Council shall be given prior to any traffic restrictions, detours or road closings for coordination purposes.

D. COMPARISON OF BIDS

The bid proposals will be compared on the basis of the sum of the unit prices that appear on the Proposal Form. For a bid to be acceptable, unit prices for additions or deductions must agree with the total lump-sum price breakdown.

E. CONTRACT DRAWINGS AND SPECIFICATIONS

The plan copies or drawings of this project, prepared by Gibson-Thomas Engineering Co., Inc. and KD3 Design Studio, Inc., are included in these contract documents and on PennBID are hereby made an integral part of these contract Documents and Specifications. One set of the Contractor's drawings and Specifications shall be available at the job site at all times for use by the Engineer or his authorized representative.

F. BASIS OF PAYMENT

The work required by this Contract shall be paid for as detailed in the Standard Contract Provisions. Monthly payments will be made during the progress of the work, based upon the value of the work done as detailed in the Standard Contract Provisions. Adjustments in payments because of changes in the construction from that indicated in the Contract Drawings and Specifications, or by exigencies of the work and as authorized by the Engineer, will be in accordance with the requirements of the Standard Contract Provisions.

G. PAYMENT OF PREVAILING WAGES

The Contractor must compensate all employees associated with this project in accordance with the prevailing wage determinations made a part of these contract documents. The prevailing wage information must be displayed at a high-visibility site located in the contract work area. Pennsylvania Prevailing Wages apply to this project.

H. PRE-CONSTRUCTION CONFERENCE

A pre-construction conference will be held with Borough and Borough Engineer prior to the commencement of the project. Working sequence, scheduling, traffic control and safety will be discussed and determined with Borough President and Borough Engineer.

I. CONSTRUCTION STAKE-OUT

The contractor will be furnished with all benchmarks and field information from the original survey notes. The contractor will be responsible for the stakeout of all construction work included in this contract. This work shall be subject to the approval of the Engineer.

J. TEMPORARY SERVICES

It shall be the responsibility of the General Contractor to provide temporary services throughout the entire period of construction and until the work performed under his contract is completed and the placed in operation with the Owner's personnel. The temporary services shall include heat and water, as follows:

a. Temporary Heat

Prior to enclosure of the pump pit building or portions thereof, and when weather conditions indicate the necessity for temporary heat as determined by the Engineer, the General Contractor shall provide, maintain, operate and pay all costs including fuel for the sufficient number of approved portable heaters so the progress of the work is not impeded.

After the pump pit building or portions thereof are enclosed and the outside temperature falls below 50° F during normal working hours or below 35° F at any other time, the General Contractor shall provide for temporary heat. A tank shall be considered "enclosed" when (a) the exterior walls have been completed; and (b) when openings are closed with either temporary or permanent closures.

The General Contractor shall operate portable heaters or maintain a temporary heating system. The General Contractor shall pay all costs including fuel for the operation and maintenance of the equipment, either temporary or permanent, to provide adequate heat. The tank or tanks shall be maintained at a minimum temperature of 50° F except when a lower temperature is authorized by the Engineer. The General Contractor shall remove all soot, smudges and other deposits from walls and all exposed surfaces which are the result of the use of any temporary heating equipment including the use of the permanent heating system for temporary heat purposes. He shall not do any finish work until all such surfaces are properly cleaned. The General Contractor shall be responsible for the dismantling and/or removal of portable heaters and other temporary heating apparatus and equipment.

K. COORDINATION OF WORK – ALL CONTRACTS

It is essential that the Contractors communicate on this job. A list of Contractors will be supplied by the Engineer prior to the start of work. The Contractors are directed to check on the progress of each contract to maintain a smooth flow of trades throughout the duration of the project. The Owner and Engineer will not be responsible for changes or rework necessary due to lack of coordination between Contractors.

END OF SECTION