

CITY OF ALTOONA
NOTICE TO BID

The City of Altoona will receive **sealed bids** until 10:00 A.M., Local Prevailing Time., Wednesday, June 22, 2016, for the demolition of the following residential property located in the City of Altoona.

120 E. Willow Avenue

Sometime after 10:00 A.M., local prevailing time, on **June 22, 2016**, the bids will be publicly opened and read aloud.

A copy of the Bid Document may be secured Monday through Friday at the Community Development Office located at 1301 12th Street, Suite 400, Altoona, between the hours of 8:30 AM and 4:30 PM, local prevailing time. All bids must be made on the prepared Bid Form contained in this bid document.

Bids must be accompanied by a Bid Bond or Certified Check in the amount of ten percent (10%) of the bid for the project under construction. The Bid Bond must be in effect for a period of sixty (60) days from the bid opening date. Said Bond must be duly and legally executed with a Surety and Trust Company which has complied with all City Ordinances relating thereto.

The bid proposals must be sealed and marked "Sealed Proposal for Demolition (list address)". Each envelope that contains the proposal must be marked in this fashion and delivered as follows:

All proposals whether forwarded by U.S. Mail, FedEx, or delivered in person must be addressed to the City of Altoona, Community Development Department, 1301 12th Street, Suite 400, Altoona PA. 16601. The City assumes no responsibility for bids not received.

The City of Altoona reserves the right to reject any or all bids or portions hereof, and to waive any informality not material to the bid and to award the contract as may be deemed to be in the best interest of the City.

No Bidder may withdraw his bid for sixty (60) days after the actual date of the opening.

The City of Altoona, in accordance with the Davis Bacon Act and other Federal Labor Standards Provisions; Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Office of the Secretary, Part 21, and Part 26, Non-discrimination in Federally-assisted programs of the City of Altoona issued pursuant to such Act; Executive Order 11246; Section 3 of the Housing and Urban Development Act of 1968; Section 109 of the Housing and Community Development Act of 1974; and Executive Order 11625 (Utilization of Minority Business Enterprises), hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color or national origin in consideration for an award. It is a condition of the bidding process/contract that all responsive bidders/contractors shall follow the disadvantaged business enterprise procedures set forth in the bid packet/contract documents.

SECTION A

INSTRUCTIONS FOR PREPARING AND SUBMITTING A BID

THE BID FORM TO COMPLETE AND SUBMIT

INSTRUCTIONS FOR PREPARING & SUBMITTING A BID

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THE BID FORM IS ATTACHED AT THE END OF THESE INSTRUCTIONS

1. SUMMARY DESCRIPTION OF WORK

The City of Altoona, herein called the OWNER, invites bids on the form attached hereto for furnishing all plant, labor, and materials, and for performing all work for the demolition of:

120 E. Willow Avenue, Altoona, PA 16601

in strict accordance with the specifications, schedules, and drawings.

2. PROPOSAL PACKAGING, SUBMISSION, AND OPENING

The bid proposals must be in separate sealed envelopes and marked "**Sealed Proposal for (insert each property address) Demolition**". *Each envelope (for example UPS Envelope) that contains the proposal must be a sealed envelope marked in this fashion.* All proposals whether forwarded by U.S. Mail, FedEx, or delivered in person must be addressed to the City of Altoona, 1301 12th Street, Suite 400, Altoona PA. 16601. The City assumes no responsibility for bids not received.

All sealed proposals for the specified project must be submitted to the City of Altoona, no later than 10:00 A.M., local prevailing time, Wednesday, June 22, 2016. Sometime after 10:00 A.M., local prevailing time, on the same day, the proposals will be publicly opened and read aloud at the City of Altoona Community Development Office at 1301 12th Street, Suite 400, Altoona, Pennsylvania 16601.

3. PRE-BIDDERS CONFERENCE

No pre-bid conference required.

4. REQUIRED FORMS

All bids must be submitted on THE BID FORMS attached to this document or they will be rejected as not being in the proper form. All blank spaces for bid prices must be filled in, USING INK.

5. REQUIRED BID SECURITY

Each bid must be accompanied by the certified or cashier's check of the bidder in an amount of TEN (10%) PERCENT of the BID, or a Bid bond will be acceptable from a surety company or companies approved by the Owner. (Also see Section B, specifications and forms for bonds.)

Such checks or bonds will be returned to all except the three (3) lowest formal bidders within three (3) days after the formal opening of bids. The remaining checks or bonds will be returned to the unsuccessful bidders within 48 hours after the Owner and the accepted bidder have executed the contract. If no contract has been so executed within sixty (60) days after the date of opening of bids, all checks and bonds will be returned upon demand of the bidder at any time, so long as he has not been notified of the acceptance of his bid. **Attorneys-in-Fact who sign bid bonds or contract bonds must file with each bond a certified copy of their "Power of Attorney" to sign said bonds.**

The successful bidder upon his failure or refusal to execute and deliver the contract and bonds required within fifteen (15) consecutive calendar days of the date of the notice of the bid award, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid.

6. SPECIFICATIONS

Copies of the specifications are attached to and considered an integral part of each bid package and the awarded contract. **The bidder is responsible for becoming familiar with the specifications particular to this project.** The specification and contract documents are also available at the City of Altoona Planning office located at 1301 12th Street, Suite 400, Altoona, Pennsylvania.

7. INTERPRETATIONS AND ADDENDA

During the bidding period, bidders may be advised of addenda, omissions, or alterations. All such changes shall be included in the work covered by the proposal and shall become a part of the contract. Upon receiving any addenda, omissions, or alterations, the bidder is required to attach same to these specifications upon submitting a bid.

Bidders should carefully examine all drawings and specifications, visit the site of work, and fully inform themselves as to all conditions and matters which can in any way affect the work or the cost thereof. Should a bidder find discrepancies in, or omissions from the

drawings, specifications, or other documents, or should he be in doubt as to their meaning, he should at once notify the City of Altoona Office in writing and obtain clarifications prior to submitting any bid.

No interpretations of the meaning of the plans, specifications, or other contract documents will be made to any bidder orally. Every request for such interpretation should be in writing, addressed to the City of Altoona, Community Development Department, 1301 12th Street, Suite 400, Altoona, PA, 16601, or faxed to the same at (814) 949-0372. To be given consideration, requests for interpretation must be received at least five (5) calendar days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be either mailed or sent via FAX to all prospective bidders. Failure of any bidder to receive any such addendum or interpretation shall not relieve any bidder from obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

8. INVESTIGATION OF CONDITIONS BY BIDDERS

Bidders are expected to read and become thoroughly familiar with the plans and specifications, including all addenda; to visit the locality of the work; to make their own estimates of the equipment and other facilities needed; and to evaluate difficulties attending the execution of the proposed contract, including local conditions, availability of labor, transportation facilities, uncertainties of weather and other contingencies. In no case, will the Owner assume any responsibility whatsoever for any interpretation, deduction or conclusion drawn from the examination of the site. Failure to acquaint himself with all available information will not relieve the successful bidder of assuming all responsibilities for estimating the difficulties and cost of successfully performing the complete work. The failure or omission of any bidder to receive or examine any form, instrument, or document shall in no way relieve any bidder from any obligation in respect to this bid.

9. WITHDRAWING BIDS

Any bid may be withdrawn prior to the scheduled time for the opening of bids or authorized postponement thereof. No bidder may withdraw his bid within sixty (60) days after the actual date of the opening thereof.

10. QUALIFICATIONS OF BIDDERS

No proposal will be considered from any bidder unless he is known to be skilled in work of a similar nature to that covered by the contract and has sufficient cash capital to meet all obligations to be incurred in carrying out the work. The low bidder may be required to complete an Experience, Equipment and Financial Statement form. The Owner reserves the

right to reject any bid for failure to file this form or if the evidence submitted by, or investigation of such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work.

11. RIGHT OF OWNER TO REJECT BIDS

The City of Altoona reserves the right to reject any and all bids or portions thereof, to waive any defects or irregularities and informalities not material to the bid, and to award the contract deemed to be in the best interest of the City of Altoona. The decision of the City as to the bidder or bidders selected will be conclusive. Conditional bids will not be accepted.

12. FORM OF CONTRACT TO BE EXECUTED

References to the male gender shall include the female and neuter genders, or both, where appropriate in context, and references to the singular shall include the plural, where appropriate in context.

The bidder who is awarded the contract will be required to execute two (2) standard forms of CONTRACT FOR DEMOLITION within fifteen (15) consecutive calendar days of the award.

The successful bidder upon his failure or refusal to execute and deliver the contract and bonds required within fifteen (15) consecutive calendar days of the date of the notice of the bid award, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid. The City of Altoona may then award the contract to the next lowest bidder.

13. INSURANCE

Simultaneous with the delivering of the executed contract, the Contractor will be required to deliver certificates of insurance from the insurance carrier showing coverage for:

- 1) Workers Compensation Insurance in the amounts required by Pennsylvania Law.
- 2) Public Liability and Property Damage Insurance for bodily injury and property damage. The Public Liability shall be in the amount of not less than \$500,000.00 each person and \$1,000,000 each occurrence. These policies must be written so to include contingent liability and contingent property damage. The City of Altoona must be named as a covered party. The work performed by any subcontractors must also be covered by insurance.

The Contractor will indemnify and save harmless the City of Altoona from all liability, claims, and demands for bodily injury and property damage arising from the work undertaken by the company, its employees, agents, or its subcontractors.

14. PERFORMANCE BOND

Simultaneously with his delivery of the executed contract, the successful bidder will be required to deliver to the Owner an executed PERFORMANCE BOND in the amount of ONE HUNDRED (100%) PERCENT of the executed bid as security for the faithful performance of the contract and having as surety, such surety company or companies as are acceptable on bonds approved by the Owner and as are authorized to transact business in the State where the work is located.

15. LABOR & MATERIAL-MEN'S BOND

Simultaneously with his delivery of the executed contract, the successful bidder will be required to deliver to the Owner an executed Labor and Material-Men's Bond in an amount of ONE HUNDRED (100%) PERCENT of the accepted bid on projects as security for the payment of all persons performing labor and furnishing materials in connection therewith, prepared on the forms attached hereto, and have as surety thereon, such surety company or companies as are acceptable on bonds approved by the Owner and as are authorized to transact business in the State where the work is located.

16. COMMENCEMENT AND COMPLETION

Work at the site shall begin within ten (10) consecutive calendar days of date of the Notice-to-Proceed and shall be completed within thirty (30) consecutive calendar days of the Notice-to-Proceed for a single unit, and forty-five (45) consecutive calendar days of the Notice-to-Proceed for multiple units. If weather conditions delay the demolition, the contractor must request in writing an extension of time from the City of Altoona.

17. LIQUIDATED DAMAGES

Liquidated damages as set forth in THE BID FORM and/or the CONTRACT FOR DEMOLITION will be assessed under this contract.

18. UNIT PRICE WORK

Unit pricing is not applicable for this contract. This is a lump sum contract. There is no provision for escalating costs.

19. TAXES

Certain Projects or certain aspects or items of work may be exempt from State Sales and Use Taxes. In such cases, said taxes shall not be included in the Bid or Contract Price. Bidders are advised to seek professional assistance in determining whether or not the State Sale and Use taxes apply to any aspect of this project.

20. ADDITIONAL BIDDER'S SUBMISSIONS

The bidder is not required to make any submissions other than those required by this bid proposal package.

THE BID FORM

City of Altoona
1301 12th Street, Suite 400
Altoona, PA 16601

We are responding to your advertisement inviting proposals to be received until 10:00 AM, on the **22nd day of June 22, 2016**, for the demolition of residential property in Altoona, Blair County, Pennsylvania. Having carefully examined the contract documents including the plans, specifications, and all other documents, including all addenda or bulletins, we are familiar with the site and the various conditions affecting the work. The undersigned offers to furnish all plant, labor, materials, supplies, equipment, and other facilities and things necessary or proper or incidental to the demolition as required by the applicable documents. We therefore submit prior to the date for the opening of bids, the lump sum and/or unit prices hereinafter quoted.

The property to be demolished by this proposal is: Residential – 120 E. Willow Avenue

ITEMIZED LIST OF CHARGES

Labor	\$ _____
Mobilization	\$ _____
Disposal Fees	\$ _____
Permits	\$ _____
Equipment costs	\$ _____
Seeding and Straw	\$ _____
Other _____	\$ _____

Lump Sum Grand Total charges for the demolition of the listed commercial property

\$ _____

Written Grand Total : _____

1. List below all Subcontractors to be utilized and percent of work to be performed:

Subcontractor (Name & Address)	% of Contract
_____	_____
_____	_____
_____	_____
_____	_____

2. Equipment Available for Use on the Work:

Kind of Equipment	Manufacturer	Capacity	Age & Condition	Location
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

3. The bidder agrees that **within fifteen (15) consecutive calendar days from the date of the award of the contract** to (a) execute the Demolition Contract in accordance with the bid, as accepted, (b) give the bond and/or bonds required with good and sufficient surety or sureties, and (c) provide certification of all required insurance.

4. The successful bidder agrees **to begin work within ten (10) consecutive calendar days of the Notice-to-Proceed**, and to complete the entire contract within thirty (30) consecutive calendar days of the Notice-to-Proceed for a single unit, and forty-five (45) consecutive calendar days of the Notice-to-Proceed for multiple units.

5. In the case of failure on the part of the Contractor to complete the work in the time fixed in the contract or any extensions thereof, the Contractor shall pay the Owner, as **liquidated damages, the sum of three hundred (\$300) dollars for each calendar day of delay** until the work is completed or accepted.

6. Payment for all work called for in the plans or specifications or required for proper completion of the work under this contract and not specifically mentioned in the specifications, will be considered covered by the lump sum payment and no extra payments will be allowed therefor.

7. The undersigned hereby designates the following as his office to which such notice of acceptance may be mailed, faxed or delivered:

Name: _____

Address: _____

Telephone #: _____ **Fax No.** _____

8. Accompanying this proposal is a (*circle one*) Cashiers Check, Certified Check, Bid Bond in the amount of \$ _____ as **bid security**.

9. This bid may be withdrawn at any time **prior to the scheduled time for opening of bids** or any authorized postponement thereof.

SECTION B

DEMOLITION CONTRACT

SPECIFICATIONS FOR BONDS

SPECIFICATIONS FOR INSURANCE

NONDISCRIMINATION REQUIREMENTS

CONTRACT FOR DEMOLITION

THIS CONTRACT, entered into this ___ day of _____, in the year Two Thousand and Sixteen (2016) is by and between the **City of Altoona**, party of the first part, hereinafter called the "Owner" and _____.

(select one)

**a corporation organized and existing under the laws of the State of Pennsylvania*

**a partnership consisting of _____*

**an individual trading as _____ of the _____ of _____ in the State of _____,*

party of the second part, hereinafter called the "Contractor."

WITNESSETH that the parties hereto do mutually agree as follows:

Article 1. Statement of Work

The Contractor shall furnish the materials and perform the work for demolition of the commercial and/or residential property(ies) listed in the advertisement to bid, as amended. **The work will be conducted in strict accordance with the specifications, schedules and drawings that are attached, referred to, and all of which are made a part of this contract.**

Article 2. Time of Completion

The work shall begin within ten (10) consecutive calendar days of the date of the Notice-to-Proceed and **shall be completed within thirty (30) consecutive calendar days** from the date of the Notice-to-Proceed for a single unit, **or within forty-five (45) consecutive calendar days** from the date of the Notice-to-Proceed for multiple units. In case of failure on the part of the Contractor to complete the work within the time fixed in the contract or any extension thereof, the Contractor shall pay the Owner as liquidated damage the sum of Three hundred Dollars (\$300) for each calendar day of delay until the work is completed or accepted.

Article 3-A. Compensation to be Paid to Contractor

The Owner will pay and the Contractor will accept in full consideration for the performance of the Contractor's obligations described in this document, the lump sum **for the item or items set forth in the Bid Form submitted by the contractor**. This Bid Form is attached, incorporated, and made a part of this contract.

Article 3-B. Payments to Contractor

- 1. Payment is in addition to and above the value of all salvaged materials** existing upon the premises to be demolished. Such buildings and materials shall become the property of the contractor.
- 2. The Owner may withhold** from the Contractor so much of any approved payments due him/her as may in the judgment of the Owner be necessary in order--
 - To assure the payment of just claims then due and unpaid of any persons supplying labor and material for the work;
 - To protect the Owner from loss due to defective work not remedied; or
 - To protect the Owner from loss due to injury to persons or damage to the work or property of other Contractors, subcontractors or others, caused by the act or neglect of the Contractor or of any of his subcontractors. The Owner shall have the right as agent for the Contractor to apply any such amounts so withheld in such manner as the Owner may deem proper to satisfy such claims or to secure such protection. Such application of such money shall be deemed payment for the account of the Contractor.
- 3. The Contractor is fully responsible for the acts and omissions of his subcontractors. Subcontractors must adhere to and are bound by** the specifications, terms and conditions of this contract.
- 4. With each application for payment under this contract, the Contractor will provide manifests or invoices for the delivery of construction and/or demolition waste** to a disposal site permitted by the Pennsylvania Department of Environmental Protection. The contractor will also reveal the disposal location of clean fill.
- 5. Upon completion of all work whatsoever required, the Inspector shall file a written certificate with the Owner and with the Contractor**, as to the entire amount of the work performed by the Contractor, including extra work. Within thirty (30) days after the filing of such certificate of completion provided, the Contractor shall have furnished releases for all liens and settled all claims arising out of the contract, including all insurance damage claims. The Owner shall pay to the Contractor the amount therein stated, less all prior payments. All prior estimates and payments including these relating to extra work shall be subject to correction by this payment which is throughout this contract called the Final Payment.

6. Final payment will be made by the owner upon completion and acceptance of all work, except **that ten percent (10%) of the final payment will be retained for up to one year or until vegetation has been satisfactorily restored on the site.**

7. The acceptance by the Contractor of the final payment shall be and shall operate as a release to the Owner of all claims and of all liability to the Contractor for all things done or furnished in connection with this work, and for every act and neglect of the Owner and others relating to or arising out of this work. No payment, however, final or otherwise, shall operate to release the Contractor or his Sureties from any obligations under this Contract or the Performance Bond.

Article 4. Entire Agreement

This contract contains the entire agreement between the parties hereto and shall not be modified in any way except by written agreements of the parties hereof.

IN WITNESS WHEREOF, the parties hereto have caused the signatures of their proper officers and seals to be affixed.

ATTEST:

CITY OF ALTOONA

City Clerk
(Seal)

By: _____
Title:

ATTEST:

CONTRACTOR

Title

By: _____

(Seal)

Title:

SPECIFICATIONS FOR BONDS

REQUIRED BOND SCHEDULE

Bid Bonds: A Bid Bond or Certified Check in the amount of **ten percent (10%) of the bid** must be submitted with the Sealed Bid. A Bid Bond can be submitted on a standard Bond Company Form.

Performance Bond: A Performance Bond in the amount of **one hundred percent (100%) of the bid** amount must accompany the executed contract. The Performance Bond can be submitted on a standard Bond Company Form.

Labor & Material-Men's Bond: A Labor & Material-Men's Bond in the amount of **one hundred percent (100%) of the bid** amount must accompany the executed contract. The Labor & Material-Men's Bond can be submitted on a standard Bond Company Form.

INSTRUCTIONS

The full name and residence of each individual party to the Bond must be included.

If the principal is a partnership, the full names of all partners must be included and the Bond must recite they are partners composing the partnership (to be named) and all partners must execute the Bond or Bonds as individuals.

The State of incorporation of each corporate party to the Bond must be included and the Bond must be executed under the corporate seal of said party, attested by its secretary or other appropriate officer.

A financial statement of the Surety Company **may be required** at the request of the owner.

The Power-of-Attorney or the Attorney-in-Fact who executes the Bond for the Surety Company must be attached to the Bond.

INSURANCE SPECIFICATIONS

CONTRACTOR'S INSURANCE - The Contractor shall not commence work under this contract until he has obtained all insurance required under this paragraph and such insurance has been approved by the Owner nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved. **The Contractor shall furnish the Owner with satisfactory proof that the required insurance has been obtained.**

(a) Compensation Insurance - The Contractor shall take out and maintain during the life of this contract Workman's Compensation Insurance for all of his employees employed at the site of the project and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workman's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. The Contractor shall submit the affidavit accepting the provisions of the Workers Compensation Act.

(b) Public Liability and Property Damage Insurance - The Contractor shall take out and maintain Public Liability and Property Damage Insurance during the life of this contract. This insurance **shall protect the Owner, the Contractor, and any subcontractor performing work covered by this contract** from claims for damages for personal injury including accidental death as well as from claims for property damage which may arise from operations under this contract, whether such operations be by the contractor or by any subcontractor or by anyone directly or indirectly employed by the contractor or by any subcontractor. The amounts of such insurance shall be not less than \$500,000.00 each person and \$1,000,000 each occurrence.

(c) Contingent Liability - The above policies for Public Liability and Property Damage Insurance must be so written as to include Contingent Liability and Contingent Property Damage.

(d) Insurance Covering Special Hazards - The following special hazards shall be covered by rider or riders to the Public Liability and/or Property Damage Insurance Policy or Policies herein elsewhere required to be furnished by this Contractor or by separate policies of insurance in the same amounts required under Public Liability and Property Damage as hereinafter specified.

- (1) Automobile liability.
- (2) Fire damage.
- (3) For blasting, if blasting is necessary on the project.

4

NONDISCRIMINATION CLAUSE

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

1. 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, or sex. Contractor shall take affirmative action to insure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, handicap, ancestry, national origin, age, or sex. Such affirmative action shall include, but is not limited to: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. **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.**

2. 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, handicap, ancestry, national origin, age, or sex.

3. 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 workers' representative of its commitment to this nondiscrimination clause. Similar notice shall be sent to every other source of recruitment regularly utilized by Contractor.

4. It shall be no defense to a finding of noncompliance with this nondiscrimination clause that 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 factor shall be considered in mitigation in determining appropriate sanctions.

5. Where the practices of a union or any training program or other source of recruitment will result in the exclusion of minority group persons so that Contractor will be unable to meet its obligations under this nondiscrimination clause, Contractor shall then employ and fill vacancies through other nondiscriminatory employment procedures.

6. Contractor shall comply with all State and Federal laws prohibiting discrimination in hiring or employment opportunities. In the event of 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 Contractor may be declared temporarily ineligible for further City of Altoona contracts, and other sanctions may be imposed and remedies invoked.

7. Contractor shall furnish all necessary employment documents and records to, and permit access to its books, records, and accounts by the contracting agency for purposes of investigation to ascertain compliance with the provisions of this clause. If Contractor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the contracting agency.

8. Contractor shall actively recruit minority and women subcontractors or subcontractors with substantial minority representation among their employees.

9. Contractor shall include the provisions of this nondiscrimination clause in every subcontract, so that such provisions will be binding upon each Subcontractor.

10. Contractor 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.

SECTION C

GENERAL PROVISIONS

DETAILED SPECIFICATIONS FOR DEMOLITION

GENERAL PROVISIONS

The work under this contract shall be in accordance with the contract plans and documents, applicable

GENERAL

The successful bidder shall furnish all materials, equipment, and labor, and shall construct the project to the contract drawings and specifications, as referred to herein and to perform all else necessary for the proper completion of the project to the satisfaction of the City of Altoona, the Altoona Department of Codes and Inspections, the Altoona Public Works Department, and other such agencies as required.

STEEL PRODUCTS PROCUREMENT ACT

This contract will be in compliance with Pennsylvania State Act 1978-3, adopted March 3, 1978, "Steel Products Procurement Act" whereas if any steel products are to be used in the performance of this contract, only steel products produced in the United States shall be used.

CONTROL

The City of Altoona and its designated representatives shall direct and inspect the work throughout the life of the contract. The Department of Codes and Inspections will inspect the materials utilized for backfilling and will certify the backfilling operations, final grading and treatment of disturbed areas as satisfactory to the specifications.

WORK STOPPAGE

The Contractor will be required to carry on with his work daily, to the extent that no hazards or damage will result when he stops work.

The Inspector or his representative shall have the authority to suspend the construction, wholly or in part, for such period or periods as he may deem necessary, due to unsuitable weather, defective materials, substandard performance of work, or such other conditions as are considered unfavorable for the suitable prosecution of the construction, or for such times 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 Contract.

If the Inspector or his representative suspends the construction in part, he will have the authority to direct the Contractor to perform such other parts or items of construction which, in his opinion, may be performed with favorable results and advantageously for the timely completion of the project, and shall notify the Contractor accordingly in writing.

MAINTENANCE OF WORK

The Contractor shall maintain all completed and uncompleted work for the duration of the contract and the required bonding period. This shall include any necessary repairs to all items of responsibility under these contract documents. The completed work shall be in accordance with the contract drawings and specifications when the work is finally accepted by the owner.

REJECTING DEFECTIVE WORK

The Inspector or his representative will have authority to disapprove or reject work which is defective, (Defective is hereinafter used to describe work that is unsatisfactory, faulty or does not conform to the requirements of the contract documents or does not meet the requirements of any inspection, test or approval.) The Inspector will also have authority to require special inspection or testing of the work, whether or not the work is fabricated, installed or completed.

ACCESS

The Contractor and/or subcontractor[s] shall at ALL times provide reasonable means of access (ingress and egress) to all places of business, residential homes, public utility facilities, and other buildings or structures or facilities. Where there are driveways, access approaches, roadways, walkways or the such like; the Contractor and/or subcontractor[s] shall not excavate and open trenches unless he shall immediately construct the proposed pipeline(s) and appurtenances and backfill same to a reasonable level to permit the safe passage of vehicular traffic and pedestrian traffic. These crossings shall be maintained properly to eliminate rough, sunken, raised, or unsafe conditions by the Contractor and/or subcontractor[s] until the permanent pavement or surface is placed and the work completed. The Contractor is to note and understand that there shall be no compensation for the foregoing.

SIGNING AND BARRICADES

It will be the Contractor's responsibility to supply, maintain, and incorporate all required traffic control signs, devices, barricades, etc. and to provide for the convenience and safety of the general public and the residents along the construction site by use of barricades, signing, tape, etc. in reference to curb

and sidewalk excavation and to also provide for ingress and egress to the various residences and businesses.

PROTECTION OF BUILDINGS, PROPERTY AND TRAFFIC

The Contractor will be required to do his work in a manner to protect all buildings from damage resulting from the work, directly or indirectly, and will be held liable in case of damage to buildings during the progress of the project.

The Contractor will be required at all times to work in such a manner so as to protect traffic, both pedestrian and vehicular, from nails, falling materials, trenches, etc. The property adjacent to site of work in like manner is to be protected at all times.

The Contractor shall provide protection for pedestrian traffic at all locations where pedestrians could be injured. All open ditches must be fenced in. Where walks cross such ditches, bridged walkways must be provided with handrails on both sides. Bridged walkways must be adequately lighted. The Contractor shall furnish and adequately maintain all necessary barricades, signs, warning devices, lights, and lighting that is required for the proper protection and safety of pedestrians.

TRAFFIC CONTROL

The Contractor shall at all times conduct his operation to insure the least obstruction and insure adequate safety of vehicular and/or pedestrian traffic. The Contractor shall provide flagmen, barricades, danger and detour signs, and warning lights in accordance with Chapter 203 of the 67 PA Code for Traffic Control. When lights, barricades, signs, etc. are used, the Contractor will be responsible for their maintenance. The police and fire departments shall be notified before any street and/or avenue is closed to traffic and also notified when the street and/or avenue is again opened to traffic.

ROCK EXCAVATION

There were no test holes drilled at the proposed excavation site; therefore, the rock quantity item is chiefly for establishment of a firm unit price. This item is however, to be included in the total amount of the contract. Should rock excavation, as defined in these contract documents, be encountered during construction of any utility lines, payment shall be made at the unit price stipulated in the bid proposal. Quantities for this item shall be determined by field measurement, i.e. if no rock is encountered, no payment will be made to the Contractor for the item.

SHORING

The Contractor shall, at no expense to the Owner, provide shoring as required to insure safety of workers and protection of completed work. The Contractor shall comply with all local, state, and federal laws pertaining to the safety of workmen in excavated trenches.

REMOVAL OF DEBRIS AND CLEANUP

At all times during the work, the Contractor shall keep the building and/or site, together with walks, streets, and avenues, free from all refuse and debris resulting from the work. Particular attention is to be given nails and materials that may create hazards to pedestrian and vehicular traffic. Any claims whatsoever for damages will be the sole responsibility and expense of the Contractor. All refuse and debris resulting from the work shall be hauled from the site and disposed of by the Contractor at his expense and at a facility permitted by the Pennsylvania Department of Environmental Protection or allowed by law.

DETAILED SPECIFICATIONS FOR DEMOLITION

These demolition specifications are incorporated and made a part of the Demolition Contract attached hereto between the Contractor and the City of Altoona.

This work includes the total or partial demolition of existing buildings and/or other out structures as indicated or described within the bid documents. All demolition work shall be performed in a workmanlike manner and shall be done in accordance with these specifications.

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SECTION 100 - DEMOLITION OR PARTIAL DEMOLITION OF BUILDINGS AND OTHER STRUCTURES

100.1 DEFINITIONS - This work is the total demolition of buildings or other structures, as indicated. The following definitions apply:

(a) Total Demolition. Complete destruction and removal of specified buildings and other structures located within the property boundaries.

(b) Partial Demolition. Partial destruction and removal of specified buildings and other structures within the property boundaries.

(c) Refinishing Party Walls. An indicated building or other structure with an abutting party wall which separates it from another building or structure. The demolition of one of the buildings requires the exposed portion of the party wall, including the party wall foundation to be refinished as specified.

100.2 DEMOLITION

A. General

1. All buildings and/or structures shall be completely razed, concrete basement floors broken up or drilled so to not become an impediment to the surface water leaching toward becoming groundwater, all foundation walls shall be backfilled, compacted and combined with sound fill, and all sites graded and vegetation established as specified.

Razing includes, but is not limited to, all items located on the property such as; posts, piers, fences, walls (including basement and foundation walls) garages, sheds, steps, thresholds, non-public walk ways, driveways and concrete pads, except such items as specified to remain in place.

2. No method of demolition may be used unless all phases of such demolition are strictly confined to the limits of the demolition area and do not constitute a hazard to adjacent properties or to the public.

3. Damage done to adjacent buildings or property, including the sidewalk, curb and other public improvements shall be repaired or restored to original condition by the contractor and at the contractor's expense. Repairs or restoration must be made to the satisfaction of the appropriate property owner and the City of Altoona.

4. The City of Altoona does not assume responsibility for the condition of the various buildings or loss of fixtures, equipment, material, or other objects between submittal of the proposal and actual possession of the buildings by the contractor.

5. As it accumulates, remove and satisfactorily dispose of material taken from within the project limits as well as debris and rubbish, except material permitted and required for backfilling.

6. The Contractor shall also make all necessary arrangements with the various utilities encountered. Any damage to utilities shall be corrected by the Contractor at his expense and to the satisfaction of all parties concerned. If any utility encountered requires relocation, either vertically or horizontally, the utility will be responsible for such relocation unless otherwise specified in the plans or specifications.

B. Pre Demolition Requirements

Permits and Notifications: The following constitutes a routine list of permits and notifications required to conduct a demolition activity in the City of Altoona. The contractor is required to identify and secure all relative permits. The cost of such permits shall be borne by the contractor. This list is provided for informational and guidance purposes and is not considered comprehensive or exhaustive for every application.

1. A Permit for Demolition must be secured from the Altoona Department of Codes and Inspections within 10 days following the Notice-to-Proceed.

2. Contractor and Subcontractors must obtain City of Altoona contractor licenses from the Department of Codes and Inspections.

3. If the facility is subject to the National Emission Standard for Hazardous Air Pollutants (NESHAP) regulations due to the presence of asbestos, the Demolition Notification Form (Form FM-AQ0021) must be filed with the Pennsylvania Department of Environmental Protection (PADEP) a minimum of 10 days prior to demolition.

4. The contractor is required to notify The Pennsylvania One Call System, Inc @ 1-800-242-1776 prior to any type of excavation in order to locate all utility lines.

5. The contractor shall notify the Altoona City Authority in regard to the location and disconnection of water lines, and the permission to use nearby fire hydrants for the water supply required for the necessary dust control.

6. The contractor is required to notify the Natural Gas, Electrical, Telephone and Cable Utilities and arrange for the removal and disconnection for these services.

7. The contractor must consult with the Altoona Engineering Department to determine the location and proper disconnection of the sewer lines. The contractor must provide a 24-hour notice to the Engineering Department so they can be on location to supervise the disconnection and capping of the sewer line. Capping must be completed before demolition can begin.

8. The contractor must consult with the Altoona Police and Fire Departments, to determine the need to establish a traffic control plan and the ensuing permits.

9. The contractor must notify the Department of Code and Inspections 24 hours before starting demolition, 24 hours before beginning to backfill, and to conduct a final inspection.

10. In areas constituting more than five (5) acres, an Erosion Sedimentation and Control Plan must be prepared and approved by the Blair County Conservation District Office.

11. The contractor must pay all expenses resulting from this incidental work including fees to utility companies or other agencies.

C. Environmental & Safety Requirements

1. Method of Demolition: No method of demolition may be used unless all phases of such demolition are strictly confined to the limits of the demolition area and do not constitute a hazard to adjacent properties or to the public.

2. Traffic Control: Furnish, erect, and maintain barricades, steady burn lights, flashing warning lights, and warning and "Keep Out" signs where the placing of such protective devices is warranted, or as directed by the Engineer, or the local safety officials. Use PennDOT approved traffic control devices ONLY. Check traffic control devices daily, prior to the start of construction and at the end of the work day. Correct deficiencies in placement and working order.

3. Pedestrian Safety: Provide, erect, light, and maintain suitable temporary footway shelter platforms, as required by law or as directed. Suitable barriers and warning devices, approved by the Code and Inspections Department and/or the City Police Department shall be erected and maintained by the

contractor around all operations and openings in the ground that constitute a hazard or dangerous condition.

4. Debris Control: Keep public right of ways clear of demolition debris at all times. No material shall be dropped by gravity or thrown outside the exterior walls of a building during demolition or erection. Wood or metal chutes shall be used to direct the flow of debris.

5. Dust Control: Satisfactorily prevent or control dust resulting from the demolition. The contractor will be required to have provisions for water on site to wet the debris to control dust. In the event it is necessary to use City Fire Hydrants for water supply, the authorization, metering and payment arrangements must be made with the Water Division of the Altoona City Authority

6. Asbestos: Only Pennsylvania Certified asbestos inspectors, contractors, workers, and supervisors may engage in the removal of asbestos.

7. Burning Debris: Burning of debris or structures is not allowed under any circumstances.

8. Abandoned wells, septic tanks and cesspools: Must be taken out of service through appropriate capping, filling or removal as directed by the City Engineering Department.

9. Contiguous Buildings: Leave contiguous buildings in a safe condition. Do not deface, mar, or jeopardize them. Satisfactorily repair damage caused as a result of the demolition activity.

D. Total Demolition Specifications:

1. City Supplies: The sheets of plywood and norboard that have been used to secure empty properties, including hasps and locks, shall be **removed and returned** to the City Codes and Inspections Department.

2. Capping Sewer Lines: Before commencing with demolition, and unless otherwise directed, the Contractor must **excavate to expose the sewer lateral line between the property line and the foundation wall. The sewer lateral line must be broken and capped at that point with a Fernco type cap and then blocked with cement.** The cap must be placed on that side of the lateral line that leads to the sewer main. The Contractor must notify the City Engineering Department 24 hours before proceeding to cap a sewer line so that an inspection can be performed on the capping. The contractor is responsible

for maintaining the unbroken integrity of the capped sewer line throughout the demolition process.

3. Common or Shared Sewer or Water Lines: Often older structures in the city will share a sewer or water line. Unless this condition is known to exist prior to demolition activities, the **contractor will be responsible for determining if this situation exists during the demolition process.** The Contractor will cease work if this condition is observed and the City Engineering Department contacted to design the repair and prepare the necessary change order for the additional work needed to continue uninterrupted water and sewer service to those houses not being demolished.

4. Asbestos Removal: The demolition of **(a)** any institutional, commercial or industrial facility; **(b)** any apartment building containing more than four units; **(c)** any group of buildings or structures located at a single demolition site; and, **(d)** any group of residential structures demolished as part of a larger project (for instance highway construction) will require conformance with the National Emission Standard for Hazardous Air Pollutants regulations as amended (40 CFR Part 61, Subpart M). Among other requirements, these regulations require filing an Asbestos Abatement and Demolition/Renovation Notification form with the Pennsylvania Department of Environmental Protection and the Pennsylvania Department of Labor and Industry a minimum of 10 days prior to the start of the project. **A copy of the completed form must be presented to the City before final payment will be made.**

5. Removal of Surface Materials: Remove existing fences, yard sidewalks, garages, garage floors, sheds, parking lots, driveway and all other at-grade slabs, steps, pavements or retaining walls, **UNLESS OTHERWISE DIRECTED BY THE SPECIAL DEMOLITION CONDITIONS OF THE SPECIFICATIONS.** Do not disturb existing curbs or sidewalks along the streets.

6. Structural Demolition Procedures:

Wood frame residential structures not exceeding three stories in height and designed to hold one family will be demolished in such a fashion so that adjacent properties, streets and the general public are protected and safe from damage during construction.

The demolition of larger residential structures, multi-family structures, commercial structures, and structures exceeding three stories in height shall be restricted to horizontal operations, removing one floor of each structure at a time. Progressively demolish these structures, except for the stripping of fixtures, from top to bottom, one floor at a time.

Bay or sectional-type demolition will be considered, provided that a detailed plan, including the building's structural framework, is submitted and accepted prior to the work. Progressively demolish bay or sectional-type structures from top to bottom as well. Completely demolish each bay or section before starting operations on any adjacent bay or section. Remove each bay or section in a manner that maintains the integrity and proper support of adjacent bays or sections. Carefully and gradually demolish wall partitions above the first floor which are located immediately adjacent to and parallel to any street. **NO BLASTING PERMITTED.**

7. Chimneys: Chimneys shared with properties not being demolished are not to be disturbed other than to give them support as necessary for continued stability. If necessary, repoint and cap as directed.

8. Removal of Basement Debris: Before the removal or breaking up of the masonry materials located in the basement, all debris must be removed from the basement area, including partitions, furnaces, heating apparatus, piping, gasoline or oil tanks, miscellaneous fixtures, and stairways. The Code and Inspection Department must be notified to conduct an inspection before the backfilling of the basement can proceed.

9. Basement Slab: It is necessary that the basement concrete slab does not stop water from leaching down from the surface to the groundwater table. Therefore the basement slab should be crushed into sizes not to exceed one foot (1') in diameter. If it was not possible to cap the sewer line outside the basement wall, and the sewer line has been capped on the basement floor the basement slab must be drilled with two inch (2") holes on two foot (2') centers. Care should be taken to not penetrate the capped sewer line while drilling the holes.

E. Partial Structural Demolition Specifications

1. Bracing the remaining structure: Where a portion of a building is to be demolished, adequately shore, brace, and support the remaining part to satisfactorily maintain the integrity of all remaining walls, floors, and roofs and their supporting members. Construct all shoring, bracing, and supports to be outside the right of way. Tightly board up and seal the remaining portion of a partially demolished building along the right of way line. Construct the new closure and connections to the remaining portion of the building in a satisfactory manner and make them weatherproof. Provide a closure of adequately braced lumber studding placed not more than 16 inches apart, with plywood or equal facing, without holes, tightly and securely nailed to the studding. Cover the plywood facing with two layers of smooth finished roofing material. Overlap the roofing material by not less than 4 inches.

- 2. Shared Cellar Walls:** Where demolition involves severance through a cellar or other subsurface opening, immediately erect a parallel 18-inch thick cement masonry wall adjacent to and wholly outside the right of way. Provide a wall extending from 18 inches below the existing cellar floor to the elevation of the top of adjacent cellar walls. Satisfactorily and integrally connect the new wall to the existing adjacent walls.
- 3. Utility Service:** When only a portion of an occupied building is to be demolished, conduct demolition and related operations without interrupting utility service to the remaining portion of the building. Where it is necessary to reconnect facilities to the undemolished portion of the building, make permanent reconnections.
- 4. Refinishing Party Walls:** Where indicated or directed, cap party walls and restore by insulating and plastering to an acceptable finish. Before work, thoroughly clean the party wall of old plaster, sand, and dirt. When directed, rake pit joints in the brickwork to a minimum depth of 1/4 inch. Water joints, and repoint while damp. Fill in and repair holes, breaks, or depressions in remaining walls with suitable brick and cement mortar. Satisfactorily rough cast repaired areas with cement mortar so that they are left in a safe and weatherproof condition.
- 5. Party Wall Foundations:** Clean party wall foundations against which backfill material is to be placed, point brick or block walls with mortar, and waterproof with two coats of emulsified asphalt.

F. Special Demolition Specifications

120 E. Willow Avenue

- Due to the existing topography of the abutting lots, contractor will be required to leave the wall to the left of the entrance way intact, and the wall to the right of the entrance way will be removed down to a height that matches the neighboring wall. The ground will then be graded to match those elevations taking the abutting properties into account.
- Removal of trees and shed in the rear of the property along with any and all debris.

The following applies to all the properties listed in this contract:

- Contractor shall stuff rags inside of the lateral pipe 6"-8" and then fill with concrete. If the lateral is PVC, then a PVC cap maybe placed on the lateral in lieu of rags and concrete, if no PVC cap is used then cap with rags and concrete as aforementioned. All sewer caps shall be capped outside of the foundation unless the foundation abuts a sidewalk or other structure/obstruction that would inhibit the capping of the sewer outside the foundation. In the event of an obstruction, the sewer shall be capped on the inside of the foundation. At no time shall the sewer cap be backfilled until inspected and approved by the inspector from the Engineering Department. If you receive no reply from the inspector within 1 day, contract the Engineering Department at 814-949-2446 to schedule another inspector.

100.3 BACKFILLING

- 1.** Backfilling the Basement: All foundation walls, footers, masonry or stone columns and their footings can be removed to at least two feet below grade and used as backfill. The Code and Inspections department must observe the backfilling operation while it is in process.
- 2.** Additional Material: Furnish additional embankment material for backfilling subsurface areas. Have the quality, nature, and source of any additional embankment material accepted before use. Do not use unsuitable or unstable material in the backfill. Satisfactorily store material encountered in the demolition, which is suitable for backfill, until the walls are down.
- 3.** If required under *100.2 Demolition, F. Special Demolition Specifications*, the Contractor must provide select granular material (#2 RC) for backfilling subsurface areas.
- 4.** If required under *100.2 Demolition, F. Special Demolition Specifications*, the Contractor must compact the select granular material (#2 RC) in maximum 8" lifts using a vibratory compactor.
- 5.** Minimizing Subsidence: Minimize subsidence in backfilled areas by:
 - (a) Filling all voids around the allowable clean foundation fill (rock, broken concrete, etc.) with loose fill consistently less than 1" in diameter.
 - (b) Installing and compacting loose fill in one Foot Lifts and unless otherwise specified, compacting the material with a backhoe bucket.
- 6.** Backfill and provide final grading so that standing water is eliminated and all stormwater is directed to drain positively to swales, stormwater drains or natural streams. All final grading shall direct water away from the foundations of adjacent properties.

100.4 TREATMENT OF DISTURBED AREAS

- 1.** Unless otherwise indicated by *100.2 Demolition, F. Special Demolition Specifications*, it shall be assumed that the top cover and final grading for all sites shall be top soil.
- 2.** Top soil is defined as soil that has a proven ability to grow crops and is otherwise suitable for supporting vegetation. Top soil is not defined as that soil that is "located at the surface."
- 3.** After backfilling has been completed and inspected, the Contractor shall loosen the subsoil to a depth of 2" using acceptable methods and then apply top soil, without an admixture of subsoil, refuse, or any foreign material, and reasonably free of woody roots, hard dirt, stiff clay, stones larger than 1" in diameter, brush or other litter undesirable or harmful to plant growth.
- 4.** All top soil shall be applied to a depth of 4" over the location of the former structure, and not less than 1 and 1/2" over the area disturbed by excavation work.
- 5.** After the placement of the topsoil, incorporate the following soil supplements into the top soil by raking, disking, harrowing or other acceptable tillage methods. Also till or scarify the area when the surface is glazed or crusted.
 - (a)** pulverized agricultural limestone applied at a rate of 800 lbs per 1000 Square Yards (250 lbs per 25' x 120' lot)
 - (b)** 10-20-20 fertilizer for areas to be seeded in grass, applied at a rate of 140 lbs per 1000 sq. yds. (45 lbs per 25' x 120' lot)
- 6.** After the incorporation of the soil supplements, and the preparation of the seedbed, sow the following seed mixture uniformly on the prepared areas.
perennial rye (20%) Red Fescue (30%) Kentucky Bluegrass (50%)
- 7.** Seeding is ideally done between March 15th and October 15th and all seeded areas that are to be mowed must be rolled using a roller not heavier than 65 lbs per foot.
- 8.** The Contractor must apply a sediment holder such as hay, straw. Recycled cellulose fiber may be used if applied with hydraulic seeding equipment.

9. Ten percent (10%) of each contract is withheld until satisfactory vegetation is established on the site.

100.5 DISPOSAL OF WASTE

A. Disposal Locations

1. Construction and Demolition Waste: The contractor will dispose of all construction and demolition waste, as defined by The Pennsylvania Code, Title 25, Chapter 271, at a disposal facility licensed and approved by the Pennsylvania Department of Environmental Protection (PaDEP). **A manifest or weight receipt, indicating location and time of disposal, and the weight of each load of construction demolition waste must accompany invoice for payment.**

2. Clean Fill: Uncontaminated soil, rock, stone, gravel, unused brick and block and concrete and waste from land clearing, grubbing and excavation, including trees, brush, stumps and vegetative material that are considered clean fill under Title 25, and ensuing regulations, **can be disposed in clean fill locations that are revealed to the Owner.** Clean fill cannot be used to backfill foundations. Any remediation of the clean fill area required by the PaDEP will be the sole responsibility of the contractor.

3. Paint Contaminated Masonry: The Contractor can use the **painted block, brick, or foundation stones** that were generated on that particular site as backfill, but only on that site, and only to the extent permitted by these specifications. Painted block, brick, or foundation stones can only be used for clean fill at another location with the permission of the Pennsylvania DEP.

4. Paint Contaminated Wood: **Painted wood cannot be sold** as firewood, nor burned other than in a PADEP approved municipal waste incinerator.

5. Burning as Disposal: Burning of debris or structures is not allowed under any circumstances.

6. Residual or Hazardous Waste: Any residual or hazardous waste must be disposed in accordance with the relevant State and Federal Regulations.

**SINGLE PURPOSE CONTRACT
GENERAL TERMS AND CONDITIONS**

PART B OF CONTRACT

I. GENERAL CONDITIONS

A. Contract Administration

1. Compliance
The contractor agrees to comply with all applicable federal, state and local laws, regulations, and policies governing the elements of the work to be performed under this contract.
2. Independent Contractor Status
Nothing contained in this contract is intended to, or shall be construed in any manner as creating or establishing the relationship of employer/employee between the parties.
3. Hold Harmless
The contractor shall hold harmless, defend and indemnify the City from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the contractor's performance or nonperformance of the services or subject matter called for in this contract.
4. Certification
The contractor certifies that, as of the date of execution of its contract with the City, the contractor was not under suspension or debarment by any governmental entity, instrumentality or Authority. If such certification could not be made, a written explanation acceptable to the City is attached to this contract.
5. Prevailing Law
This contract shall be interpreted and construed in accordance with federal law where applicable and otherwise with the laws of the Commonwealth of Pennsylvania. All of the terms and conditions of this contract are expressly intended to be construed as covenants as well as conditions. The titles of the paragraphs, sections, and subsections herein have been inserted as a matter of convenience and reference only and shall not control or affect the meaning or construction of any of the terms or provisions herein.
6. Entire Agreement
The contract, when signed by all of the parties hereto, constitutes the full and complete understanding and agreement of all parties and may not be in any manner interpreted or fulfilled in contradictions of its express terms as provided herein.
7. Severability
Should any section or any part of any section of this contract be rendered void, invalid or unenforceable for any reason, such a determination shall not render void, invalid or unenforceable any other section or part of any section of this contract.

B. Financial Responsibilities

1. Worker's Compensation
The contractor shall provide Worker's Compensation Insurance coverage for all of its employees involved in the performance of this contract.

2. Insurance and Bonding

- a. The contractor shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage.
- b. The contractor shall carry general liability insurance in a minimum amount of five hundred thousand dollars (\$500,000.00) for each person and one million dollars (\$1,000,000.00) for each occurrence.

C. Changes to the Agreement

1. Changes

The parties may, from time to time, request changes in the terms of the contract. Such changes, including any increase or decrease in the amount of the contractor's compensation or the scope of services, shall be incorporated in signed written amendments to this contract.

2. Suspension of the Contract

Either party may suspend the contract at any time for cause or convenience by giving a ten-day (10) written notice of such suspension. If the contract remains suspended for more than ninety (90) consecutive days, the contract shall be deemed terminated.

3. Termination of the Contract

a. For Cause

In the event either party violates the terms of this contract, the aggrieved party may terminate this contract by giving written notice to the other party of such termination and specifying the effective date thereof. Such notice must be given at least thirty (30) days before the effective date of such termination.

b. For Convenience

Either party may terminate this contract at any time by giving written notice to the other party of such termination and specifying the effective date thereof. Such notice must be given at least thirty (30) days before the effective date of such termination

c. Account Reconciliation

In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the contractor under this contract shall become the property of the City of Altoona. Also, the contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder up to the date of termination.

d. Penalties

Notwithstanding the above, the contractor shall not be relieved of liability to the City of Altoona for damages sustained by the City of Altoona by virtue of any breach of the contract by the contractor. The City of Altoona may withhold any payments to the contractor for the purpose of set-off until such time as the exact amount of damages due the City of Altoona from the contractor is determined. In the event there is probable cause to believe the contractor is in noncompliance with any applicable rules or regulations, the City may withhold up to fifteen (15%) percent of said contract funds until such time as the contractor is found to be in compliance by the City, or is otherwise adjudicated to be in compliance.

D. Records and Communications

1. Invoicing and Payment Procedures

Payment will be within thirty (30) days of the submission of an invoice accompanied by appropriate documentation of costs incurred.

2. Progress Reports

The contractor shall submit regular progress reports to the City in the form, content, and frequency as required by the City.

3. Audits

The contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the contract and such other records as may be deemed necessary by the City of Altoona to assure proper accounting for all project funds. These records will be made available for audit purposes to any duly authorized representatives of the City of Altoona (City), the Department of Community and Economic Development (DCED), or the US Department of Housing and Urban Development (HUD).

4. Access to Records

The contractor shall furnish and cause each of its own subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the City, DCED, and HUD for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

5. Record Retention

All records will be retained for three years after the termination of this contract unless permission to destroy them is granted by the City of Altoona.

6. Confidentiality

All of the reports, information, data, etc., prepared or assembled by the contractor under this contract are confidential, and the contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the City of Altoona. Any requests under the Federal Freedom of Information Act or the Pennsylvania Open Records Law shall be presented to the City for determination as to whether the record(s) requested are indeed public and can be released.

7. Copyright & Patents

No product, concept, research, report, maps, or other documents produced in whole or in part under this contract shall be the subject of an application for patent or copyright by or on behalf of the contractor.

8. Grantor Recognition

The contractor shall ensure recognition of the role of the funding agencies in providing services through this contract. All activities, facilities, and items utilized pursuant to this contract shall be prominently labeled as to the funding source, and shall include a reference to the funding agencies in all publications created with funds provided under this contract.

E. Transfer of Responsibility

1. Assignability

The contractor shall not assign or transfer any interest in this contract without the prior written consent of the City thereto; provided that claims for money due or to become due to the contractor from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

2. Subcontracts

a. Approvals

The contractor shall not enter into any subcontracts with any agency or individual in the performance of this contract without the prior written consent of the City.

b. Content

The contractor shall cause all of the provisions of this contract in its entirety to be included in, and made a part of, any subcontract executed in the performance of this contract.

F. Conflicts of Interest

1. Interest of Contractor

The contractor agrees that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this contract. The contractor further covenants that in the performance of this contract, no persons having such a financial interest shall be employed or retained by the contractor hereunder. These conflict of interest provisions apply to any person who is an employee, agent consultant officer, elected official or appointed official of the City, or of any designated public agencies or contractors that are receiving funds.

2. Political Activity Prohibition (Hatch Act)

The contractor agrees that no funds provided, nor personnel employed under this contract, shall be in any way, or to any extent, engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

3. Religious Organizations

The contractor agrees that funds provided under this contract will not be utilized for religious activities, to promote or hinder religious interests, or for the benefit or detriment of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

II. PERSONNEL AND PARTICIPANT CONDITIONS

A. Personnel

1. General Requirement

The contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of, or have any contractual relationship with, the City of Altoona.

2. Qualifications

All the services required hereunder will be performed by the contractor or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.

3. Interest of Certain Federal Officials

No member of or Delegate to the Congress of the United States and no Resident Commissioner shall: a) perform any work for the contractor for salary or other compensation, b) be admitted to any share or part of this contract, or c) be admitted to any benefit to arise from the contract.

4. Interest of Certain State Officials

No Senator, Representative, or other member of the Legislature of the Commonwealth of Pennsylvania shall: a) perform any work for the contractor for salary or other compensation, b) be admitted to any share or part of this contract, or c) be admitted to any benefit to arise from the contract.

5. Interest of Certain Local Officials

No elected or appointed official of the City of Altoona shall: a) perform any work for the contractor for salary or other compensation, b) be admitted to any share or part of this contract, or c) be admitted to any benefit to arise from the contract during its tenure or for one year thereafter, this prohibition is extended to any other person who exercises any functions or responsibilities with respect to the contract.

6. Prohibition Against Payments

The assistance provided under this contract shall not be used in the payment of any bonus, commission, or other compensation for any of the following purposes:

- a. To obtain approval of the application for such assistance, or
- b. To obtain approval of applications for additional assistance, or
- c. To obtain any other approval or concurrence required under this contract, Title 1 of the Housing and Community Development Act of 1974 as amended or any state or federal regulations with respect thereto.
- d. Lobbying. The contractor agrees to submit certification in accordance with 31 U.S.C 1352 that no funds have been or will be used for lobbying purposes.

7. Federal Labor Laws

The contractor agrees to comply fully with the following Federal labor laws:

- a. The Copeland Anti-Kickback Act (18 U.S.C. 874), implemented at 29 CFR Part 3;
- b. The Davis-Bacon Act (40 U.S.C. 276a – 276a-7), implemented at 29 CFR Part 5; and
- c. The Contract Work Hours and Safety Standards Act (40 U.S.C. 327A – 330), implemented at 29 CFR Part 5.

B. Civil Rights

1. Civil Rights Compliance

The contractor agrees to comply with the following:

- a. Title VI of the Civil Rights Act of 1964 as amended,
- b. Title VIII of the Civil Rights Act of 1968 as amended,
- c. Title I, Sections 104(b) and 109 of the Housing and Community Development Act of 1974 as amended,
- d. Section 504 of the Rehabilitation Act of 1973,
- e. The Age Discrimination Act of 1975,
- f. The Americans with Disabilities Act of 1990,
- g. Executive Order 11063, and
- h. Executive Order 11246 as amended by Executive Orders 11375 and 12086.
- i. The Contract Compliance Regulations of the Pennsylvania Human Relations Commission, 16 PA Code Chapter 49.

2. Nondiscrimination

The contractor will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability, or other

handicap, age, marital/familial status, or status with regard to public assistance. The contractor will ensure that all employment practices are free from such discrimination. Such employment practices include, but are not limited to, the following: hiring, promotion, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay, other compensation, and selection for training, including apprenticeship. The contractor agrees to post notices, to be provided by the City, setting forth the provisions of this nondiscrimination clause in conspicuous places, available to employees and applicants for employment.

3. Economic Opportunities for Low and Very Low Income Persons (Section Three)

Every applicant, recipient, contracting party, contractor and subcontractor shall incorporate, or cause to be incorporated, the following clause in all contracts for work in connection with a project covered by Section Three of the Housing and Urban Development Act of 1968:

a. Purpose of Section Three

The work to be performed under this contract is subject to the requirements of Section Three of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. The purpose of Section Three is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section Three shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

b. Compliance

The parties to the contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section Three. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with Part 135 regulations.

c. Required Notices

The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the said labor organization or workers' representative of contractor's commitments under this clause. Additionally, the contractor will post copies of the notice in conspicuous places available at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section Three preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions and the anticipated date the work shall begin.

d. Subcontractor Compliance

The contractor agrees to include this clause in every subcontract subject to compliance with regulations in 24 CFR Part 135. The contractor agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section Three clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

e. Certification

The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

- f. **Notice of Penalty**
Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD-assisted contracts.

C. Affirmative Action

1. Approved Plan

The contractor agrees that it shall be committed to carry out an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.

2. Socially or Economically Restricted Businesses (WBE/MBE)

a. **Statement of Policy**

It is the policy of the City to take positive steps to maximize the utilization of minority and women business enterprises in all contract activity administered by the City.

b. **Joint Venture**

If a joint venture relationship is dissolved, the contractor, as the majority owner of the contract with a commitment to a Socially/Economically Restricted Business, must maintain this commitment for the duration of the contract. If another Socially/Economically Restricted Business joint venture cannot be formed, the contractor must continue this commitment by entering into contractual agreement(s) to perform on this contract. The contractor must submit all changes to the City of Altoona for approval.

c. **Subcontracting**

If a subcontracting commitment to a Socially/Economically Restricted Business is terminated, the contractor must maintain this commitment for the duration of the contract. The contractor must continue this commitment by entering into contractual agreements with other Socially/Economically Restricted Business(s) to perform on this contract. The contractor must submit all changes to the Public Body for approval.

d. **Reporting by Contractor**

The contractor must provide the City of Altoona with a report of Socially/Economically Restricted Business activity on a quarterly or per project basis, whichever is sooner. The report shall reflect the names of, and the total dollar amount paid to, all Socially/Economically Restricted Businesses utilized under this contract.

e. **Reporting by Subcontractors**

Socially or Economically Restricted Business subcontractors must provide the City of Altoona with a report reflecting the prime contractors who have purchased their services and/or supplies on a quarterly basis or per project basis, whichever is sooner. The report shall reflect the name of the prime contractor, the total dollar amount invoiced, and total dollar amount received for payment.

3. Notifications

The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the City, advising the labor union or worker's representative of the contractor's commitments hereunder. Additionally, the contractor shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. EEO/AA Statement

The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that it is an Equal Opportunity or Affirmative Action employer.

5. Subcontract Provisions

The contractor will include the provisions of Paragraph B. Civil Rights, and C. Affirmative Action in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

III. ENVIRONMENTAL CONDITIONS

A. Pollution Control

The contractor agrees to comply with the following requirements insofar as they apply to the performance of this contract:

1. Section 306 of the Clean Air Act, 42 U.S.C., 1857(h), et seq, as amended and all regulations and guidelines issued thereunder.
2. Section 508 of the Clean Water Act, 33 U.S.C. 1368, et seq., as amended, and all regulations and guidelines issued thereunder.
3. The Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R., Part 15, as amended.
4. Federal Executive Order 11738.

B. Energy Conservation Provisions

Contractors must recognize mandatory standards and policies relating to energy efficiency contained in the Pennsylvania Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Pub. L.94A 163, 89 Stat. 871).

C. Historic Preservation

1. Compliance

The contractor agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this contract.

2. State Historic Preservation Officer

When necessary, the contractor shall obtain the concurrence of the State Historic Preservation Officer prior to the rehabilitation and demolition of historic properties that are fifty (50) years old or older, or that are included on a Federal, state, or local historic property list.



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WILSON
WVA

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WATER

