
SECTION 00 73 00.20
PENNSYLVANIA REQUIREMENTS

The Contractor shall comply with all federal, state, and local laws including but not limited to the following:

PENNSYLVANIA HUMAN RELATIONS PROVISIONS

Pursuant to the provisions of Act 222 October 27, 1955, as amended by Act 19, February 28, 1961, and in accordance with the provisions of the Governor's Code of Fair Practice, effective June 6, 1963, and the Contract Compliance Regulations of the Pennsylvania Human Relations Commission, 16 PA. Code Ch. 49, the Contract Documents for all public works projects will contain the following:

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

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 non-discrimination clause.

(2) Contractor shall in advertisements or requests for employment placed by it or on its behalf state all qualified applicants will receive consideration for employment without regard to race, color, religious creed, ancestry, national origin, age or sex.

(3) Contractor shall send each labor union or worker's representative with which it has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or worker's representative of its commitment to this non-discrimination 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 the Contract Compliance Regulations issued by the Pennsylvania Human Relations Commission or this Non-Discrimination 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.

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- (5) Where the practices of a union or of any training program or other source of recruitment will result in the exclusion of minority group persons, so that Contractor will be unable to meet its obligations under the Contract Compliance Regulations issued by the Pennsylvania Human Relations Commission, or this Non-Discrimination Clause, Contractor shall then employ and fill vacancies through other non-discriminatory employment procedures.
- (6) Contractor shall comply with the Contract Compliance Regulations of the Pennsylvania Human Relations Commission, 16 PA Code Chapter 49 and with all laws prohibiting discrimination in hiring or employment opportunities. In the event of Contractor's noncompliance with the Non-Discrimination Clause of this Contract or with any such laws, this Contract may, after hearing and adjudication, be terminated or suspended, in whole or in part, and Contractor may be declared temporarily ineligible for further Commonwealth contracts, and such other sanctions may be imposed and remedies invoked as provided by the Contract Compliance Regulations.
- (7) Contractor shall furnish all necessary employment documents and records to, and permit access to its books, records and accounts by, the Contracting Agency and the Human Relations Commission, for purposes of investigation to ascertain compliance with the provisions of the Contract Compliance Regulations pursuant to 49.35 of these regulations. 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 or the Commission.
- (8) Contractor shall actively recruit minority subcontractors or subcontractors with substantial minority representation among their employees.
- (9) Contractor shall include the provisions of this Non-Discrimination Clause in every subcontract, so that such provisions will be binding upon each subcontractor.
- (10) The terms used in this Non-Discrimination Clause shall have the same meaning as in the Contract Compliance Regulations issued by the Pennsylvania Human Relations Commission, 16 PA Code Ch. 49.
- (11) 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.

B. It is hereby agreed that the failure to comply with the foregoing requirements shall constitute a substantial breach of this Contract.

SEDIMENT AND EROSION CONTROL

The Contractor shall comply with all provisions of the Pennsylvania Clean Streams Law (Title 35, Ch. 5). Specific attention is directed to requirements regarding Sediment and Erosion Control.

The Contractor shall exercise extreme care when working near existing streams. He shall prevent silt and other degrading or pollutant agents from entering streams and shall be responsible for maintaining water conditions in accordance with rules and regulations of the Commonwealth of Pennsylvania and in accordance with provisions set forth in the Anti-Pollution Measure Section of these Specifications.

In addition, the Contractor shall conform to the following:

1. Perform all earth-moving activities in compliance with the Sedimentation and Erosion Control Plan furnished by the Engineer prior to construction.
2. Reduce by the maximum extent practicable, the area and duration of exposing readily erodible soils.
3. Protect the soil by use of temporary vegetation, or seeding and mulch, or by acceleration the establishment of permanent vegetation. Complete and protect segments of work as rapidly as is consistent with construction schedules.
4. Retard the rate of runoff from the construction site and control the disposal of runoff.
5. Trap sediment resulting from construction in temporary or permanent silt holding basins. This includes pumps discharges resulting from the dewatering operations.
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6. Sprinkling or applying dust suppressors to keep dust within tolerable limits on haul roads and at the site.
7. Use temporary bridges or culverts where fording streams is objectionable. Borrow areas should be located where pollution from the operation can be minimized. Location should be avoided where pollution would be inevitable.
8. Should construction operations be suspended for any appreciable length of time, temporary measures for the control of erosion must be utilized.
9. Provisions shall be made for protection against discharge of pollutants such as chemicals, fuels, lubricants, sewage, etc., into the stream.
10. The location of sanitary facilities over or adjacent to streams, wells, or springs is prohibited.
11. All operations should be conducted in such a manner to minimize turbidity in the stream at and below the site of the structure. Contractor shall meet the requirements on turbidity as established by the Sanitary Water Board, Department of Environmental Resources.

PROTECTION OF EXISTING UTILITIES

(ACT 199 COMPLIANCE)

1. The Contractor shall take all precautions and utilize all facilities required to protect existing utilities and structures. In compliance with Act 1991-38 of the General Assembly of Pennsylvania, the Contractor shall advise each utility company at least 3 working days, but no more than 10 working days, in advance of intent to excavate, do demolition work or use explosives and give the location of the job site. The Contractor shall request cooperative steps of the utility company and suggestions for procedures to avoid damage to its lines.
2. The Contractor shall advise each person in physical control of powered equipment or explosives used in excavation or demolition work of the type and location of utility lines at the job site, the utility company assistance to expect and procedures to follow to prevent damage.
3. The Contractor shall immediately report any break, leak or other damage to the lines or protective coatings made or discovered during the work to the utility company and the Engineer and shall immediately alert the occupants of premises of any emergency created or discovered.
4. The Contractor shall allow free access to utility company personnel at all times for purposes of maintenance, repair and inspection.

STEEL PRODUCTS PROCUREMENT ACT

The Contractor's attention is directed to the provisions of Title 73, Section 1881 et. seq. enacted by the General Assembly of the Commonwealth of Pennsylvania and approved by the Governor on March 3, 1978, which specified that if any products are to be used or supplied in the performance of the Contract, only steel products produced in the United States shall be used in the performance of the Contract or any subcontract.

When unidentified steel products are supplied under a contract, before any payment will be made, the Contractor must provide documentation including, but not limited to, invoices, bills of lading, and mill certification that the steel was melted and manufactured in the United States. If a steel product is identifiable from its face, the Contractor must submit certification which satisfies the Owner that the Contractor has fully complied with this provision. The Owner shall not provide for or make any payments to any person who has not complied with the Steel products procurement Act (hereinafter referred to as the "SPPA"). Any such payments made to any person by the Owner which should not have been made as a result of the SPPA shall be recoverable directly from the Contractor, subcontractor, manufacturer, or supplier who did not comply with the SPPA.

In addition to the withholding of payments, any person who willfully violates any of the provisions of the SPPA shall be prohibited from submitting any bids to any public agency for a period of five years from the date of the determination that a violation has occurred. In the event the person who violates the provisions of the SPPA is a subcontractor, manufacturer, or supplier, such person shall be prohibited from performing any work for, or supplying any materials to, a public agency for a period of five years from the date of the determination that a violation has occurred.

The provisions of this Act shall not be considered as waived under any circumstances unless the head of the public agency has determined, under authority granted in Section 4 (B) of the Act, that a certain steel product or products are not produced in the United States in sufficient quantities to meet the

requirements of the Contract. Such a determination will be set forth in the proposal or in any addendum to the proposal.

Steel products are defined as products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more of such operations, from steel made in the United States by the open-hearth, basic oxygen, electric furnace, Bessemer or other steel making process and shall include cast iron products and shall include machinery and equipment listed in United States Department of Commerce Standard Industrial Classification 25 (furniture and fixture), 35 (machinery, except electrical) and 37 (transportation equipment) and made of, fabricated from, or containing steel components. If a product contains both foreign and United States steel, such product shall be determined to be a United States steel product only if at least 75% of the cost of the articles, materials and supplies have been mined, produced or manufactured, as the case may be, in the United States. Transportation equipment shall be determined to be a United States steel product if it complies with section 165 of Public Law 97-424 (96 Stat. 2136).

ANTI-POLLUTION MEASURES

Act No. 247 of the General Assembly of Pennsylvania, effective November 25, 1972 requires that the Owner advise bidders on Public Works Construction Contracts of the federal and state statutes, rules and regulations dealing with the prevention of environmental pollution and the preservation of public natural resources that apply to the project on which bids are being received.

The Bidder shall thoroughly acquaint himself with the terms of the statutes, rules and regulations enumerated in this special supplement and shall include in the Bid all costs of complying with the terms of the listed statutes, rules and regulations. No separate or additional payment will be made for such compliance.

The Bidder shall determine what, if any, local ordinances, codes and regulations apply to his work. He shall comply with all such ordinances, codes and regulations.

All those submitting bids agree that if awarded a contract to construct all or any part of the project, they will undertake additional work which may be required by the enactment of new or the amendment of existing statutes, rules or regulations occurring after submission of the Bid, and pertaining to the prevention of environmental pollution and the preservation of public natural resources.

If additional work is required by the enactment of new or the amendment of existing statutes, rules or regulations, the Owner is authorized to issue a Change Order setting forth the additional work that must be undertaken and such Change Order shall not invalidate the previously awarded contract. The Owner reserves the right to contract with another party with regard to the additional work required by the enactment of new or the amendment of existing statutes, rules and regulations occurring after the submission of the bids.

TRADE PRACTICES ACT

In accordance with the Trade Practices Act of July 23, 1968, P.L. 686 (71 P.S. § 773.101 et seq.), the Contractor cannot and shall not use or permit to be used in the work any aluminum or steel products

made in a foreign country which is listed below as a foreign country which discriminates against aluminum or steel products manufactured in Pennsylvania. The countries of Argentina, Brazil, South Korea, and Spain have been found to discriminate against certain products manufactured in Pennsylvania. Therefore, the purchase or use of those countries' products, as listed below, is not permitted:

1. Argentina: carbon steel wire rod and cold-rolled carbon steel sheet.
2. Brazil: welded carbon steel pipes and tubes; carbon steel wire rod; tool steel; certain stainless steel products, including hot-rolled stainless steel bar; stainless steel wire rod and cold-formed stainless steel bar; prestressed concrete steel wire strand; hot-rolled carbon steel in coil; hot-rolled carbon steel sheet; and cold-rolled carbon steel sheet.
3. South Korea: welded carbon steel pipes and tubes; hot-rolled carbon steel plate; hot-rolled carbon steel sheet; and galvanized steel sheet.
4. Spain: certain stainless steel products, including stainless steel wire rod, hot-rolled stainless steel bars; and cold-formed stainless steel bars; prestressed concrete steel wire strand; and certain steel products, including hot-rolled steel plate, cold-rolled carbon steel plate, carbon steel structural shapes; galvanized carbon steel sheet, hot-rolled carbon steel bars, and cold-formed carbon steel bars.

Penalties for violation of the above paragraphs may be found in the Trade practices Act, which penalties include becoming ineligible for public works contracts for a period of three years.

This provision in no way relieves the Contractor of responsibility to comply with those provisions of this CONTRACT which prohibit the use of foreign-made steel and cast iron products.

AMERICANS WITH DISABILITIES ACT

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

- A. Pursuant to federal regulations promulgated under the authority of The Americans with Disabilities Act, 28 C.F.R. §35.101 et seq., the Contractor understand and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this Contract or from activities provided for under this CONTRACT. As a condition of accepting and executing this CONTRACT, the Contractor agrees to comply with the General Prohibitions Against Discrimination, 28 C.F.R. §35.130, and all other regulations promulgated under Title II of The Americans with Disabilities Act which are applicable to all benefits, services, programs, and activities provided by the COMMONWEALTH through contracts.
- B. The Contractor shall be responsible for and agrees to indemnify and hold harmless the COMMONWEALTH from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the COMMONWEALTH as a result of the Contractor's failure to comply with the provisions of paragraph A above.

NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

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- A. In the hiring of any employees for the manufacture of supplies, performance of work or any other activity required under the Contract or any subcontract, the Contractor, subcontractor or any person acting on behalf of the Contractor or subcontractor shall not by reason of gender, race, creed, or color discriminate against any citizen of this COMMONWEALTH who is qualified and available to perform the work to which the employment relates.
- B. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work or any other activity required under the Contract on account of gender, race, creed, or color.
- C. The Contractor and any subcontractors shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
- D. The Contractor shall not discriminate by reason of gender, race, creed, or color against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
- E. The Contractor and each subcontractor shall furnish all necessary employment documents and records to and permit access to its books, records, and accounts by the contracting officer and the Department of General Services Bureau of Contract Administration and Business Development for purposes of investigation to ascertain compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause. If the Contractor or any subcontractor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the contracting officer or the Bureau of Contract Administration and Business Development.
- F. The Contractor shall include the provisions of this Nondiscrimination/Sexual harassment Clause in every subcontract so that such provisions will be binding upon each subcontractor.

PUBLIC WORKS EMPLOYMENT VERIFICATION ACT (ACT 127)

Contractors and subcontractors shall submit employee verification forms to the Owner as a precondition to receiving contracts on public works projects (defined under the Prevailing Wage Act). These forms will be checked through the Department of Homeland Security to determine eligibility of an employee to work in the United States. Contractors that do not comply are subject to sanctions and penalties to be enforced by the PA Department of Labor and Industry

END OF SECTION 00 73 00.20