

**DOCUMENT 00 73 73 – STATUTORY REQUIREMENTS**

**PART 1 - GENERAL**

1.01 SECTION INCLUDES

- A. Duties and requirements of Contractor under various laws and regulations, supplementing the requirements contained in the General Conditions.

1.02 RELATED SECTIONS

- A. Section 00 72 00 – General Conditions

1.03 PENNSYLVANIA “UNDERGROUND UTILITY LINE PROTECTION ACT”, (P.L. 852, NO. 287, AS AMENDED)

- A. Refer to the Pennsylvania Underground Utility Line Protection Act, (Act) (P.L. 852, No. 287, as amended) for the definition of all technical terms used in this paragraph. It shall be the duty of each Contractor who intends to perform excavation or demolition work to:
  - 1. Ascertain the location and type of users' lines either by inspection of the attached drawing with referenced PA One Call Serial Number;
  - 2. If there be no such drawing, by contacting all users as listed in the County Recorder of Deeds for the appropriate political subdivision;
  - 3. And, notify all users not less than three (3) days prior to the day of beginning of such work and to request information regarding underground utilities at the work location.
  - 4. Contractor must comply with all requirements of the Act, as amended.
- B. Underground Utilities Not Governed by the Act: The Owner and Contractor agree that certain underground utilities or facilities, including but not limited to, on lot septage systems, water well supply lines, buried roof leaders, and foundation drains, and private electrical or communication lines, that serve private residential or commercial uses are not governed by the Act and therefore such lines may not be located in accordance with the Act. In cases where the Contractor encounters and damages such lines, he shall repair the same when directed by the Engineer and shall be compensated in accordance with the unit prices established in the Contractor’s Bid.
- C. Un-Marked Utilities: Un-marked utilities are those underground facilities which are governed by the Act and which have not been located by the Facility Owner in accordance with the Act. Should the Contractor be in compliance with the Act and should he damage such un-marked underground facilities, his sole recourse for costs associated with delay is to the Facility Owner. The Owner and Engineer shall have no liability to the Contractor for such occurrences.
- D. Underground Facilities Whose Locations Cannot Be Provided: When the information required from the Facility Owner under the Act cannot be provided or it is reasonably necessary for the Contractor to ascertain the precise location of an underground utility through prudent techniques, the Contractor shall, only after providing written notice to

both the Engineer and the Owner, receive additional compensation for additional work as provided in the latest edition of the Pennsylvania Department of Transportation Form 408 specifications for extra work performed on a force account basis. In cases where additional compensation is provided, the quantities for unit price work under the Contract shall be adjusted so as to avoid duplicate payment to the Contractor. In order to receive additional compensation, Contractor shall comply and shall document compliance with all the requirements of Form 408. Additional compensation shall be paid after execution of a Change Order to the Contract. This shall be the Contractor's sole and exclusive right to additional compensation and no other additional compensation shall be provided.

1.04 PENNSYLVANIA "PUBLIC WORKS EMPLOYMENT VERIFICATION", ACT 127 OF 2012

- A. The Pennsylvania Act 127 of 2012, known as the Public Works Employment Verification Act shall apply to this Project. All public work contractors and subcontractors shall utilize the Federal Government's E-Verify system to ensure that all employees performing work on public work Projects are authorized to work in the United States. All contractors/subcontractors will utilize the federal EVP to verify the employment eligibility of each new hire within five (5) business days of the employee start date throughout the duration of the public works contract. Documentation confirming the use of the federal EVP upon each new hire shall be maintained in the event of an investigation or audit.

1.05 PENNSYLVANIA "STEEL PRODUCTS PROCUREMENT ACT", ACT NO. 3 OF 1978 AS AMENDED

- A. Special attention is drawn to the provisions of the Commonwealth of Pennsylvania "Steel Products Procurement Act" - Act No. 3 of 1978, as amended by Act No. 1982-161 and Act No. 1984-144 and subsequent amendments (73 P.S. 1881 et seq). The Contractor is advised that only steel products as defined in said Act (which includes cast iron in the definition of steel products) shall be used or supplied in the performance of the contract for public works or any subcontracts thereunder.
- B. With each shipment of Steel products delivered to the Project Site, provide to the Engineer the following:
  - 1. For a steel product identifiable from its fact, certification that Section 4 of the "Steel Product Procurement Act" has been complied with.
  - 2. For unidentified steel products, documentation such as invoices, bills of lading and mill certification that the steel was melted and manufactured in the United States.
  - 3. When unidentified steel products are supplied, no payment will be made on the Contract until the hereinbefore requirements are met.
  - 4. Any payments made that should not have been made may be recoverable from a manufacturer or supplier as well as from a Contractor or Subcontractor.
  - 5. The Contractor will be required to sign a certification indicating compliance with this requirement. Certification form contained in the Project Manual.

1.06 NONDISCRIMINATION/SEXUAL HARASSMENT PROVISIONS

- A. In the hiring of any employee(s) 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 the Commonwealth of Pennsylvania who is qualified and available to perform the work to which the employment relates.
- B. Contractor agrees not to discriminate on the basis of race, color, religious creed, ancestry, age, sex, natural origin, non-job related handicap or disability, or the use of a guide or support animal because of the blindness, deafness or physical handicap against any individual or independent contractor in activities for this Project, and shall be in compliance with the Pennsylvania Human Relations Act, Oct. 27, 1955, P.L. 744, No. 222, as amended, 43 P.S. § 951 et seq.
- C. 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.
- D. The Contractor and 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.
- E. 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.
- F. The Contractor and each subcontractor shall furnish all necessary employment documents and records to and permit access to their books, records and accounts by the Pennsylvania Department of Community and Economic Development and the Bureau of Contract Administration and Business Development, for purposes of investigation, to ascertain compliance with provisions of this Nondiscrimination/Sexual Harassment Clause. If the Contractor or any subcontractor does not possess documents or records reflecting the necessary information requested, the Contractor or subcontractor shall furnish such information on reporting forms supplied by the Pennsylvania Department of Community and Economic Development or the Bureau of Contract Administration and Business Development.
- G. 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.

1.07 MISCELLANEOUS PROVISIONS

- A. Consistent with Commonwealth Management Directive 215.9, Contractor Responsibility Program, dated April 16, 1999, Contractor certifies that neither the Contractor nor any

subcontractor or supplier providing services on this Project are under suspension or debarment by the Commonwealth of Pennsylvania, any other state, or the federal government. Contractor further certifies that it has no delinquent tax liabilities or other Commonwealth obligations. If any suspension, debarment or delinquent obligation arises during the Contract Time, Contractor agrees to notify Owner and Engineer within 15 days. Contractor agrees to be responsible for all necessary and reasonable costs incurred by the Office of Inspector General in investigating compliance with this provision when such investigation results in suspension or debarment of Contractor providing services on the Project.

- B. Contractor agrees to comply, and to require compliance by any subcontractors providing services on this Project, with the contractor integrity provisions set forth in Management Directive 215.8, Contractor Integrity Provisions for Commonwealth Contracts, dated December 20, 1991.