

September 8, 2023

To: Interested Contractors

Re: Invitation to Bid

From: Dirk Johnson
Director of Recreation

INVITATION TO BID

PROJECT DESCRIPTION: Outdoor Borough Pool Renovation

The borough of Ebensburg is seeking bids from qualified Bidders to renovate the outdoor Ebensburg Borough Swimming Pool. The project includes remediation of existing pool gutter of approximately 180' around the pool edge, removal and replacement of 6" tile line at the gutters, removal and replacement of tile at zero depth entry, re-plaster entire pool shell, purchase and replace tot slide pad, and remediation of rust and painting of existing flume slides. Quantities shown here are for illustrating the scope of the project only. It is the contractor's responsibility to determine construction quantities.

The Borough of Ebensburg will receive sealed Bids until 12:00 noon local prevailing time Monday, September 25, 2023, at 300 West High Street, Ebensburg, PA 15931. Bidding Documents may be examined or obtained during normal office hours at the borough office, 300 West High Street, Ebensburg, PA 15931 (814) 472-8780. Proposals must be on forms provided by the Borough.

A (non-mandatory) pre-bid conference, including a site visit of the project area, will be conducted on Friday, September 15, 2023, at 10:00 A.M. Prospective bidders are encouraged to meet at the Ebensburg Borough Pool, 151 Swimming Pool Road, Ebensburg, PA 15931.

The project is a prevailing wage project, subject to the Pa. Prevailing Wage Act, and as such the wage rate determination is attached. The contract provisions, including prevailing wage requirements, apply to work performed on the contract by the contractor and sub-contractors.

Bid Security in the amount of 10% of the Bid must accompany the Bid. A performance bond in the amount of 100% of the contract will be required of the successful bidder. The Borough of Ebensburg reserves the right to waive irregularities and reject any and all Bids.

This project was financed in part by a grant from the Commonwealth of Pennsylvania, Commonwealth Financing Authority.

REQUEST FOR BID PROPOSALS FOR
Ebensburg Borough Outdoor Swimming Pool Renovations

BOROUGH OF EBENSBURG
300 WEST HIGH STREET
EBENSBURG, PENNSYLVANIA 15931

CONTACT PERSON:

Dirk Johnson
Director of Recreation
(814) 472-4277 ext. 3

I. BID INFORMATION

A. Purpose

This request for bid proposal provides interested contractors with information to enable them to prepare and submit bid proposals for consideration by the Borough of Ebensburg to renovate the outdoor Ebensburg Borough Swimming Pool at 151 Swimming Pool Road, Ebensburg, PA 15931.

B. Submission of Bid Proposals

Sealed bid proposals will be received by Kelly Cook, Borough Manager, at her office located at 300 West High Street, Ebensburg, Pennsylvania 15931, until 12:00 Noon on Monday, September 25, 2023. Bids will be opened at 12:00 Noon on Monday, September 25, 2023 and considered for approval at the Council meeting on Monday, September 25, 2023, at 6:30PM.

C. Proposals

To be considered, a vendor must submit a complete response to this request for bid proposal, and it must be submitted as directed. All bid proposal costs must be guaranteed for a period of sixty (60) days from the date opened.

D. Rejection of Bid Proposals

The Borough of Ebensburg, at its sole discretion, reserves the right, for any reason and at any time, to accept or reject any or all bid proposals, to waive any informalities and/or irregularities, to be the sole judge of equality or workmanship, to waive any minor specifications, to negotiate the terms and specifications for the project, to modify any part of the request, to issue a new request for bid proposal, and to award the contract in a manner which best serves the interests of the Borough of Ebensburg.

E. Payment of Contractor

Payment shall be made as invoiced for completed work. Invoices shall be submitted no more frequently than every two weeks. Retainage of ten percent (10%) of the total project cost, as adjusted during the contract, shall be retained until project activities have concluded, the project has been inspected by the funding agencies, and final payment application and associated documentation has been approved.

Upon contract award, the Contractor shall submit a schedule of values representing the portion of their total for each work item identified in the contract drawings.

These values will be used to prepare monthly payment applications, which will be based on the portion of items completed during that pay period.

Payments may take approximately 1-month for disbursement from the funding agency approval of each payment application has been approved.

F. Wage Classification

The project is a prevailing wage project, subject to the Pa. Prevailing Wage Act, and as such the wage rate determination is attached. The contract provisions, including prevailing wage requirements, apply to work performed on the contract by the contractor and the work performed on the contract by sub-contractors.

G. Prior Experience

Bidders must have completed five contacts within the past five years in performing similar work and have staff experienced in prevailing wage compliance. The Borough will verify such experience prior to bid award, and the lack of such experience will be cause for rejection of the bid. See the attached Statement of Bidder's Qualifications.

H. Bid Bond

The bid must be accompanied by a certified check or bid bond in the amount of 10% of the bid made payable to Ebensburg Borough.

I. Performance Bond

A performance bond in the amount of 100% of the contract shall be furnished by the successful bidder.

J. Pre-Bid Conference

A (non-mandatory) pre-bid conference, including a site visit of the project area, will be conducted on Friday, September 15, 2023, at 10:00 AM. Attendees should meet at the project site. Though not mandatory, all bidders are encouraged to attend to ensure an understanding of the project scope.

K. Bidder Questions

The Borough will accept questions relative to the project until noon on Tuesday, September 19, 2023. Submit questions to djohnson@ebensburgpa.com. All questions received up until that time will then be posted on the website with all answers. Bidders are advised to check www.ebensburgpa.com on or after Wednesday, September 20, 2023, for any further addendums.

L. Compliance with State Contractor Responsibility Program

The Contractor certifies for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.

The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations or has filed a timely administrative or judicial appeal if such liabilities or obligations exist or is subject to a duly approved deferred payment plan if such liabilities exist.

II. PROJECT DESCRIPTION

Project details are described in the project plans and specifications.

III. CALCULATION OF BIDS

Bids are to be submitted on the enclosed bid forms.

IV. PROJECT DETAILS

1. The details of the project are fully specified within the drawing set.
2. Items that are in the drawings but not included in this contract are labeled NIC (Not In Contract)

V. GENERAL PROJECT NOTES

1. Contractor must contact the Pennsylvania One-Call System at 800-242-1776 at least three days prior to construction. The Contractor is responsible for contact and coordination with all utilities, and for any and all utility-related damages that might occur.
2. The Contractor is designated as the "Responsible Person in Charge of Construction" and the site supervisor, who is trained in safety and the work being performed, is responsible for construction site safety.

3. The Contractor is responsible for restoring all disturbed property to conditions equal to or better than conditions prior to construction.

4. The Contractor shall provide closeout documentation to include a final payment application, and operations and maintenance manuals. These must be submitted within 45 days of completion of construction.

VI. PROJECT SCHEDULE

Authorization to proceed with work on this project is expected to be issued soon after the bid is awarded. Work is expected to begin one week after the bid is awarded at the Ebensburg Borough Council meeting on Monday, September 25, 2023. All work must be completed no later than May 13, 2024.

VII. GENERAL

This contract includes remediation of existing pool gutter of approximately around the pool edge, removal and replacement of 6" tile line at the gutters, removal and replacement of tile at zero depth entry, re-plaster entire pool shell, purchase and replace tot slide pad, and remediation of rust and painting of existing flume slides. All bidders shall be skilled in the class of work being bid. Bidders shall satisfy themselves by personal examination of the location of the proposed work and by such other means as they may prefer, as to the actual conditions and requirements of the work, to enable them to make up their bids intelligently. Each bidder shall make himself familiar with all existing conditions before submitting his proposal, in order that no misunderstanding shall exist regarding the nature and character of the work to be done. No allowance will be made for any claim that the bid was based upon incomplete information as to the nature and character of the site or the work involved.

VIII. INSURANCE

A. The Contractor shall not commence work under this contract until he has obtained all insurance required and such insurance has been approved by the Borough, nor shall the Contractor allow any subcontractor to commence work on his contract until all similar insurance required of the subcontractors has been so obtained and approved.

B. Insurance - The Contractor shall provide certificate of insurance for Workers Compensation, as required by law, for all of his employees employed, and in case any work is sublet, the Contractor shall require the subcontractor to provide Workers' Compensation for all of his employees.

The Contractor shall provide certificate of insurance for comprehensive general liability insurance which will protect Contractor in providing services under this Agreement from claims for damage or injury to persons, including wrongful death, and for damage to property which may arise from operations under this Agreement whether such operations be by Contractor or by the subcontractor of Contractor, or by anyone directly or indirectly employed by either Contractor or subcontractor.

The Contractor shall provide coverages including, but not limited to, the following:

Insurance Limits Required

1. Comprehensive General Liability: One Million (\$1,000,000) Dollars combined bodily injury and property damage, single limit liability insurance, or:

Five Hundred Thousand (\$500,000) Dollars single limit with a One Million (\$1,000,000) Dollar excess policy.

2. Business Auto Liability: One Million (\$1,000,000) Dollars combined bodily injury and property damage

Or: One Million (\$1,000,000) combined single limit liability

C. The Contractor shall name the Borough of Ebensburg and the Commonwealth of Pennsylvania as additional insured on all above specified policies with right of notice.

D. Comprehensive liability insurance covering all owned and non-owned equipment and motor vehicles.

IX. LABOR AND EQUIPMENT

All labor and equipment of every kind necessary to carry out the provisions of these specifications shall be furnished by and at the expense of the Contractor.

X. HOLD HARMLESS

The Contractor shall indemnify and save harmless the Borough of Ebensburg and the Commonwealth of Pennsylvania against and from all suits or actions of every kind and description brought against the Borough and the Commonwealth of Pennsylvania or any of its Officers, agents, or employees, and also from damages and costs to which it, they, or any of them may be put by reason of injury to the person or property of any other, resulting from negligence or carelessness, or otherwise, in the performance of Contractor's obligations under the contract, or from any defective or improper appliances used in performance of the same.

GRANT CERTIFICATIONS

As authorized agent, I attest that I have read the requirements contained in the Grant Agreements which have been accepted by the Borough of Ebensburg for the purposes of this project. Unless otherwise noted that a separate entity is to comply with the requirements, I as the Contractor must follow the grant assurances contained within. The Grant Agreements have been attached as a section in this project manual.

The following is a list of grants which have been provided as part of this project.:

- The PA Racehorse Development and Gaming Act (Act 2004-71) Local Share account.

Date

Signature

Company Name

Title

SPECIFICATIONS

The Bid Cost Sheet and Statement of Bidder's Qualifications must be submitted with the Contractor's bid.

- See Attached Documents for the Borough Pool Drawings and Specs
- See Attached Document for Bid Specifications

COMMONWEALTH OF PENNSYLVANIA
COMMONWEALTH FINANCING AUTHORITY GRANT

- See Attached The Attached Grant Document

BID COST SHEET

LIST DATE AND NUMBER OF ADDENDA RECEIVED: _____

BASE BID: INCLUDING BUT NOT LIMITED TO:

MAIN POOL RENOVATIONS, REMEDIATION OF EXISTING GUTTER, SECTION REMOVAL AND REPLACEMENT OF 6" TILE LINE AT GUTTERS EDGE, REMOVAL AND REPLACEMENT OF TILE AND GROUT BED ON ZERO ENTRY, RE-PLASTER OF ENTIRE POOL SHELL, PURCHASE AND INSTALLATION OF REPLACEMENT TOT SLIDE PAD, REMEDIATION OF RUST AND PAINTING OF EXISTING FLUME SLIDES:

BASE BID: _____ \$ _____

WRITTEN _____

LINE ITEM - UNIT PRICING: 1. CONTRACTOR TO PROVIDE A LINEAL FOOT PRICE OF THE 6" PERIMETER TILE REPLACEMENT BEYOND THE APPROXIMATE 180 FEET OF REPLACEMENT INCLUDED IN THE BASE BID WITH THE GUTTER EDGE. _____ \$ _____

WRITTEN _____

LINE ITEM - UNIT PRICING: 2. CONTRACTOR TO PROVIDE A LINEAL FOOT PRICE OF GUTTER EDGE REPLACEMENT BEYOND THE 180 LINEAL FEET OF REPLACEMENT INCLUDED IN THE BASE BID. _____ \$ _____

WRITTEN _____

SHELL REPAIR AND 3 COATS OF PAINT ON POOL SHELL IN LOU OF BASE BID RE-PLASTER.:

ALERNATE # 1: _____ \$ _____

WRITTEN _____

REMOVAL AND REPLACEMENT OF REMAINING 6" PERIMETER TILE BAND:

ALERNATE # 2: _____ \$ _____

WRITTEN _____

REMOVAL AND REPLACEMENT OF DOUBLE FLUME SLIDE WITH NEW SINGLE FLUME SLIDE
MIRACLE 185-105:

ALERNATE # 3: _____ \$ _____

WRITTEN _____

Witness

Company Name

Signature

Name, Title (Please Print)

Date

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered, and the data given must be clear and comprehensive. **This statement must be notarized.** If necessary, questions may be answered on separate attached sheets. A minimum of five (5) commercial pool projects of a similar nature constructed directly by the Contractor is required. The Bidder may submit any additional information he desires.

1. Name of Bidder _____

2. Permanent main office address and employer identification number

3. When Organized _____

4. If a corporation, where incorporated _____

5. How many years have you been engaged in the contracting business under your present firm or trade name? _____

6. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion). _____

7. General character of work performed by your company.

8. Have you ever failed to complete any work awarded to you? If so, where and why? _____

9. Have you ever defaulted on a contract? If so, where and why? _____

10. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.

11. List your major equipment available for this contract _____

12. Experience in commercial swimming pool construction work similar in nature to this project (list 5 with dollar amount and references.)

13. Background and experience of the principal members of your organization, including the officers. _____

14. Credit available: \$ _____

15. Give bank reference _____

16. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Ebensburg Borough.

17. The undersigned certifies for itself; it has no unsatisfied tax liabilities or other Commonwealth obligations.

18. The undersigned certifies for itself and all of its subcontractors and suppliers that it is not under suspension or debarment by the Commonwealth or any government entity, instrumentality, or authority.

19. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Ebensburg Borough in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated at _____ this _____ day of _____, 20____.

By _____

Title _____

State of _____)

County of _____)

_____ being duly sworn deposes and says that they are

_____ of _____ and that

the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this

_____ day of _____, 20____.

Notary Public

EBENSBURG BOROUGH SWIMMING POOL

SECTION 09 3213 SWIMMING POOL TILE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. The drawings and General Provisions of the contract, including General and Supplementary Conditions apply to work of this section.

1.2 SUMMARY

- A. The cementitious pool finish shall have ceramic tile markings and trim at locations including the pool vertical tile band, stairs, depth markings, and all other tile installations as shown and detailed on the contract drawings and in strict accordance with these specifications.
- B. The CONTRACTOR shall furnish and install the work of this section.

1.3 RELATED SECTIONS

- A. Division 1 – Mock Ups
- B. Division 7 - Joint Sealers
- C. Section 131100 - Swimming Pool
- D. Section 099726 - Swimming Pool Cementitious Finish

1.4 QUALITY ASSURANCE

- A. Reference Standards: Conform to the following standards unless otherwise required herein.

1. American National Standards Institute (ANSI)

- a. A108.01 – General Requirements: Subsurfaces and Preparations by Other Trades.
- b. A108.02 – General Requirements: Materials, Environmental, and Workmanship.
- c. A108.1, Glazed Wall Tile, Ceramic Mosaic Tile, Quarry Tile and Paver Tile installed with Portland Cement Mortar.
- d. A108.1C – Contractor's Option: Installation of Ceramic Tile in the Wet-Set Method with Portland Cement Mortar or Installation of Ceramic Tile on a Cured Portland Cement Mortar or Installation of Ceramic Tile on a Cured Portland Cement Mortar Setting Bed with Dry Set or Latex-Portland Cement Mortar.
- e. A108.5 – Installation of Ceramic Tile with Dry-Set Portland Cement Mortar or Latex-Portland Cement Mortar.
- f. A108.10 – Installation of Grout in Tile Work.
- g. A137.1 Standard Specifications for Ceramic Tile.

2. American Society for Testing and Materials (ASTM)

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- a. C144-99, Aggregate for Masonry Mortar
 - b. C150-00, Portland Cement
 - c. C171-97a, Sheet Materials for Curing Concrete
 - d. C206-97, Finishing Hydrated Lime
 - e. C207-91 (R1997), Hydrated Lime for Masonry Purposes
 - f. F-1869, Standard Test Method for Measuring Moisture Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride
 - g. F-2170, Standard Test Method for Determining Relative Humidity in Concrete Floor Slabs Using In Situ Probes
3. Tile Council of North America (TCNA); 2013 Edition, Handbook for Ceramic Tile Installation.
 4. International Standards Organization (ISO)
 - a. ISO 13007 – Part 1: 2004 Ceramic Tiles – Grouts and adhesives; specifies the value of performance requirements for all tile adhesives.
 - b. ISO 13007 – Part 2: 2005 Ceramic Tiles – Grouts and adhesives; test method for adhesives.
 - c. ISO 13007 – Part 3: 2005 Ceramic Tiles – Grouts and adhesives; terms, definitions and specifications for grout.
 - d. ISO 13007 – Part 4: 2005 Ceramic Tiles – Test methods for grout.
 5. American Concrete Institute
 - a. ACI 302 – Guide for Concrete and Floor Slab Construction
 6. International Concrete Repair Institute (ICRI)
 - a. Concrete Surface Profile (CSP)
- B. Tile installers shall have two years experience in similar pool projects which the Owner may require written proof thereof and proper tools to install tile.
- 1.5 MANUFACTURERS
- A. Subject to compliance with requirements provide ceramic tile, mortar and grout of the following manufacturers: MasterTile Co. (tile), Dal-Tile Co. (tile), and Laticrete International Inc. (thin-set, waterproofing, grout and admixtures) or approved equal.
- 1.6 SUBMITTALS
- A. Submit shop drawings indicating tile layout, patterns, joint layout, color arrangement, perimeter conditions, junctions with dissimilar materials, thresholds and setting details.
 - B. Submit product data indicating material specifications, characteristics, and instructions for using adhesives and grouts.

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C. Samples:

1. Mount tile and apply grout on 24 x 24 inch backerboard to indicate pattern, color variation and grout joint size variations of each pattern. Furnish mounted tile samples as requested by the architect/owner.

D. Submit manufacturer's installation instruction.

E. Submit maintenance data.

1. Include recommended cleaning and stain removal methods, cleaning materials.

1.7 PRODUCT DELIVERY AND STORAGE

- A. Deliver tile materials to site in unopened factory containers sealed with grade seals bearing printed name or manufacturer and the words "Standard Grade". Keep the grade seals intact and containers dry until tiles are used. Keep cementitious materials dry until used.

1.8 JOB CONDITIONS

- A. Inspect and verify job conditions. Report all defects in base surfaces for correction before proceeding.
- B. Maintain a temperature range of 40 degrees Fahrenheit to 90 degrees Fahrenheit during installation of tile and grout materials. Tile installation should cure for a minimum 14 days with average an temperature of 70 degrees, while maintaining the minimum 40 degrees and maximum 90 degrees Fahrenheit, prior to filling pool with water.
- C. Vent temporary heaters to outside to avoid carbon dioxide damage to the new tile work.

1.9 COLORS

- A. Colors to be selected by the Architect or Interior Designer. Note that swimming pool regulations may dictate color selections within the pool tank. See 2.01 Tile Materials for price group breakdowns.

1.10 WARRANTIES

- A. The CONTRACTOR warrants to the Owner that materials and equipment furnished under the contract will be of good quality and new unless otherwise required or permitted by the contract documents, that the work will be free from defects not inherent in the quality required or permitted and that the work will conform with the requirements of the contract documents. Work not conforming to these requirements including substitutions not properly approved and authorized, may be considered defective. The CONTRACTOR'S warranty excludes remedy for damage or defect caused by abuse, improper or insufficient maintenance, improper operation, modifications not executed by the CONTRACTOR or improper wear and tear under normal usage. If required by the Owner, the CONTRACTOR shall furnish satisfactory evidence as to the kind and quality of materials and equipment. All warranties shall be for a period of five years, unless otherwise specified.
- B. All setting materials shall be provided by the same manufacturer. All mixing materials and application procedures shall be done in accordance with manufacturer's recommendations and requirements. Documentation shall be provided to this effect by the contractor with verification from the manufacturer. This documentation shall be included in the operations and maintenance manual under warranties as documentation qualifying the project for a 15 Year Systems Warranty by Laticrete International, Inc., Mapei, Inc. or approved equal.

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- C. The CONTRACTOR shall agree to repair or replace any work at no cost to the Owner upon written notification from the Owner within the warranty period. Pro-rated warranties are not acceptable.

PART 2 - PRODUCTS

2.1 TILE MATERIALS

- A. Standard grade conforming to ANSI A137.1. Provide trimmer units as indicated and specified, including special shapes as detailed or required. Tile patterns and colors shall be as indicated and specified, colors of approved shades. Mesh mounted or perforated paper backed tile is not allowed where the mesh of paper remains as a permanent part of the installation. If dot mounting is used, a minimum of 67% of the depth of the tile shall be free from any dots to ensure proper grout curing.
- B. All tile shall be "frost-proof" and all tile and walking surfaces shall be non skid.
- C. Message Tile and Depth Markings
1. Horizontal and vertical depth markings and warning signs shall be 6" x 6" with 4" high numbers and letters. All horizontal depth markers shall be slip resistant. Single tile abbreviations shall be used for 'FT' and 'IN'.

2.2 SWIMMING POOL TILE SETTING MATERIALS AND INSTALLATION

A. Surface Preparation

1. Surface preparation shall be in accordance with ACI 302. The surface shall be structurally sound and free of any foreign substances and debris that could reduce or impair adhesion. Sound and remove all loose concrete to firm substrate. Surfaces shall be roughened to a CSP of 3 to 5 (reference ICRI CSP Standards 7 to 9 for acceptable profile height). Thoroughly wash/rinse with clean potable water. Surface defects or holes in the substrate shall be patched per manufacturer's recommendations.

B. Slurry Bond Coat

1. Horizontal surfaces to receive a thick bed mortar application shall be installed over a slurry bond coat of either Laticrete 254 Platinum one-step, polymer-fortified, thin-set mortar, or Mapei 4:1 bag mix with Planicrete AC Additive over a clean concrete slab, in compliance with ANSI A108.1A (2.2 & 5.2). As manufactured by Laticrete International, Mapei, Inc., or approved equal. Note that slurry bond coats are not required under vertical applications of the render and scratch coat.

C. Mortar & Leveling Beds

1. **Bonded Thick Bed Method (Floor / Horizontal Surfaces):** Provide a dry pack, thick mortar bed on horizontal surfaces consisting of either Laticrete 3701 Fortified Mortar Bed, or Mapei, 4:1 bag mix with Planicrete AC Additive. Apply over a properly prepared slurry bond coat. Maximum lift thickness not to exceed 2".
2. **Render- Scratch and Float Coats (Wall / Vertical Surfaces):** Provide wall render (scratch and float coats) on vertical competition turning surfaces to a depth of 4 feet below the water surface, consisting of either Laticrete 3701 Fortified Mortar Bed, or Mapei, 4:1 bag mix with Planicrete AC additive for lift thicknesses up to ½". Wall render is made to a plastic consistency

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when used vertically. Fill all holes and bring surface up to line and plane as required. As manufactured by Laticrete International, Mapei, Inc. or approved equal. Note that slurry bond coats are not required under vertical applications of the render and scratch coat.

D. Tile Thin-Set

1. Use either Laticrete 254 Platinum one-step, polymer fortified, thin-set mortar or Mapei Ultraflex 3 one-step, polymer modified, thin-set mortar, used in accordance with the manufacturer's requirements. As manufactured by Laticrete International, Mapei, Inc., or approved equal.

E. Tile Grout

1. Use Laticrete SpectraLock Grout in accordance with the manufacturer's requirements. As manufactured by Laticrete International or approved equal.

F. Elastomeric Sealant

1. Use Laticrete Latasil sealant for all inside/outside corners, expansion/movement joints, and to seal lighting/plumbing fixture penetrations. Apply sealant over Latasil 9118 primer. All primer and sealant installation shall be in accordance with the manufacturer's requirements. As manufactured by Laticrete International, Inc., or approved equal.

- G. All mixing and application procedures shall be done in accordance with the manufacturer's recommendations and requirements. The manufacturer's representative shall visit the site to verify field conditions, confirm materials and application requirements and ascertain that all materials and systems are so installed. Documentation shall be provided to this effect.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Complete water tightness test prior to tile installation. Concrete tank shall be watertight per ASTM D5957, the Tile Council of North America, and specification 131100.
- B. Clean substrates of dust, dirt, oil, grease and deleterious substances and mechanically roughen concrete and shotcrete for bond. Conform to applicable reference standards and to recommendations of manufacturers of materials used and meeting ICRI, CSP of 3-5.
- C. Substrates to Receive Mortar Setting Beds
1. Dampen concrete substrate to receive tile work according to above referenced standards or tile manufacturer's instructions, as required.
- D. Substrates to receive thin set tile applications shall meet normal construction tolerances of 1/4" in 10' where competition tolerances do not apply, and shall meet competition tolerances where required elsewhere in these specifications, and shall be free of bumps, dips and surface irregularities that may effect the satisfactory installation of the tile.
- E. Tile Wetting
1. Dampen tile according to above reference standards or tile manufacturer's instructions, as required.
- F. Screeds

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1. Accurately set temporary screeds to control the finish plane of mortar-bed set tile and remove as soon as setting bed is sufficiently hardened. Fill void spaces from screeds with same mortar.

3.2 TILE INSTALLATION

- A. Arrange tile according to patterns detailed. Set tile with flush well-fitted joints, finished in true planes, plumb, square, joints of uniform size. Provide approved trimmers as shown or required. Cut tile without marring. Carefully grind and joint tile edges and cuts.
- B. Follow Tile Council of North America installation methods P601 and B417 to achieve total tile system thickness for thin or thick-set.

1. Thick Set

- a. Apply specified setting bed mortar, up to 1/2" in thickness, on cured and dried concrete pool shell. Tamp and screed to required planes. Spread no more mortar than can be covered with tile before initial set. Do not use re-tempered mortar. Trowel 3/32" to 1/8" thick bond coat over plastic setting bed mortar just before setting tile or apply bond coat to back of each tile placed. 95% coverage of the back of the tile or tile sheet is required. Set tile in position and beat firmly into the setting bed mortar. Bring tile faces to a true and correct plane. Complete all beating and leveling before mortar sets and in no case later than one hour after first placing. When ready, wet and remove paper and glue avoiding excess water. At this time adjust any out-of-line or out-of-level tile.

2. Thin Set

- a. Apply specified bond coat on cured and dried concrete pool shell. Trowel 3/32" to 1/8" thick bond coat over concrete pool shell just before setting tile or apply bond coat to back of each tile placed. 95% coverage of the back of the tile or tile sheet is required. Set tile in position and beat firmly into the setting bed mortar. Bring tile faces to a true and correct plane. Complete all beating and leveling before mortar sets and in no case later than one hour after first placing. When ready, wet and remove paper and glue avoiding excess water. At this time adjust any out-of-line or out-of-level tile.

- C. Finished tile surface shall be level and in plane, with no sharp or protruding edges. Tiles out of plane more than 1/16" shall be removed and replaced. Sharp edges shall be stoned smooth.

D. Grout Joint Sizes

1. Unless otherwise approved, install tile with uniform 3/32 inch joint width. A maximum 1/8" joint width may be utilized to meet specific installation requirements, if required.

E. Ceramic Tile Joint Grouting

1. Mix grout to a thick creamy consistency and force into joints for entire thick depth, flush with surface. Clean off all excess and fill skips and gaps before grout sets. Color selection by Architect or Interior Designer. Provide dampness for minimum 3-day curing and polish with clean dry cloths (not required when epoxy grouts are used).

F. Expansion Joints

1. Place expansion joint per applicable TCNA Method P601MB, P601TB, or P602 and conforming to Method EJ171. Provide shop drawings showing backer rod and joint dimensions. All expansion, control, construction, cold, and seismic joints in the pool structure should continue through the tile work, including such joints at vertical surfaces. Movement

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joints shall be placed at all changes in direction and elevation. Refer to the structural engineer for additional required movement joints. Joint size shall be a minimum of 1/8". Joints through tile work directly over structural joints shall not be narrower than the structural joint. The Contractor shall use cement compatible coatings when using chalk lines for joint layout purposes.

G. Fill and Empty Rates

1. Use a fill and drain rate of 2 feet per 24 hours to minimize thermal shock and structural movement. Maintain a temperature differential of 10 degrees Fahrenheit or less between the pool water and the substrate during fill and drain cycles.

3.3 TESTING AND INSPECTION

- A. Before filling of the pool, and its subsequent provisional acceptance at substantial completion, the tile installation shall be visually inspected and sounded in the presence of the Architects and/or the Owner's representative to verify adhesion of the tile to its substrate as well as its overall compliance with the requirements of this Section.
- B. Any and all tile work found to be loose, improperly adhered, out of plane, misaligned or otherwise non-conforming shall be removed and replaced at no additional cost to the Owner.

3.4 CLEANING

- A. Upon completion of placement and grouting, clean tile installation as recommended by TCNA and manufacturers of proprietary materials. Tile shall be cleaned with pH neutral solutions, free of both sodium and potassium, in accordance with the tile and grout manufacturer's printed instruction.
- B. Leave finished installation clean and free of cracked, chipped, broken, un-bonded or otherwise defective tile work.
- C. Protect installed tile work with non-staining Kraft paper, polyethylene sheeting, or other approved heavy covering during the construction period to prevent damage.

3.5 REPLACEMENT TILE

- A. Provide Owner with approximately 10% or 25 square feet (whichever is least) of each color and type tile used on the project for Owner's repair and replacement requirements.

END OF SECTION

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SECTION 09 9726 SWIMMING POOL CEMENTITIOUS FINISH

PART 1 - GENERAL

1.1 SUMMARY

- a. Provide a conventional proprietary aggregate plaster finish to the pool structure(s). Provide installation of bond coat prior to application of pool finishes. A ceramic tile trim shall be furnished and installed on the pool vertical tile band, stairs, underwater bench nosings, recessed wall steps, depth markings, wall targets, floor lane markings, along construction joints, and all other tile installations as shown and detailed on the contract drawings and in strict accordance with these specifications. **Product equals may be approved up to 10 days prior to bid.**
- b. Provide water analysis and pre-fill requirements.

1.2 SUBMITTALS

- a. Samples
 1. Prepare 12-inch square panel at the site showing color and texture for pool plaster. Finished cementitious finish work shall match the approved sample panel.
- b. Certificates
 1. Submit certificates attesting that the materials furnished meet the requirements specified herein.
- c. Test Report
 1. Submit results of domestic water analysis and calculation of amounts of chemicals required to balance pool water on initial fill of pool.

1.3 PRODUCT DELIVERY AND STORAGE

- a. Deliver manufactured materials to site in manufacturers' original unbroken packages or containers bearing manufacturers' name and brand labels. Keep cementitious materials dry until ready to be used and stored off the ground, under cover and away from damp surfaces.

1.4 JOB CONDITIONS

- a. Apply plaster in swimming pool only when ambient temperature is above 40 degrees F and below 90 degrees F, and protect applied plaster from rapid drying by sun or wind until curing is completed or pool is filled with water. Confirm and comply with all applicable manufacturers installation requirements.

1.5 QUALITY ASSURANCE

- a. Plaster installers shall have two years experience in similar pool projects which the Owner may require written proof thereof and proper tools to install plaster.

1.6 SURFACE PREPARATION

- a. Surface Preparation

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1. Surface shall be structurally sound and free of any foreign substances and debris that could reduce or impair adhesion, free of dirt, oil, grease or other foreign materials. Sound and remove all loose concrete to firm substrate. Surfaces shall be roughened by sand blasting, water jetting, shot blasting, scarifying, or grinding. Pressure-wash the entire surface. Wash with trisodium phosphate (TSP) using a stiff broom. Thoroughly wash/rinse with clean potable water. Surface defects or holes in the substrate shall be patched per manufacturer's recommendations.
2. Apply and cure bond coat per manufacturer's recommendations. After proper curing of bond coat, lightly moisten with clean potable water prior to application of cementitious finish. Ensure bond coat is free of any foreign matter prior to plastering.

PART 2 - PRODUCTS

2.1 PEBBLETEC

- A. The CONTRACTOR shall install a slip-resistant proprietary plaster finish in the areas indicated on the drawings. Description: PebbleTec finish shall be a blend of selected aggregates and fortified Portland cement. Color and texture shall be selected by the Engineer. Confirm all installation requirements with the manufacturer.
- B. Bond Coat
 1. Bond Kote by SGM, Inc., or approved equal. Apply and cure bond coat per manufacturer's recommendations. After proper curing of bond coat, lightly moisten with clean potable water prior to application of cementitious finish. Ensure bond coat is free of any foreign matter prior to plastering.
- C. Mixing
 1. Thoroughly mix PebbleTec to a homogeneous lump-free consistency using 1-1/2 to 2 gallons of potable water per 80 lb. bag.
- D. Application
 1. PebbleTec shall be applied to a uniform thickness of 3/8" to 1/2" over the entire surface. The walls shall be scratch-coated followed by a finish coat. Material applied to the floor after the walls have been applied shall be accelerated to assure uniform setting time throughout the pool surface.
- E. Coverage
 1. Each 80 lb. bag shall cover approximately 25 square feet to a thickness of 3/8".
- F. Proprietary plaster finish is to be applied by a licensed applicator as approved by the manufacturer.

PART 3 - EXECUTION

3.1 PREPARATION OF SURFACES AND BOND COAT

- A. Clean base surfaces of projections, dust, loose particles, grease, bond breakers, and foreign matter; make sufficiently rough to provide a strong mechanical bond. Sandblast, acid etch, or waterblast to achieve appropriate profile. If acid etching, surfaces must be neutralized and

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powerwashed prior to proceeding. Do not apply cementitious finishes directly to the surfaces of masonry or concrete that is coated with any acidic solution compound or similar agent until compound or agent is completely removed by water blasting. Thoroughly wash entire surface with 2,000 psi high-pressure water immediately prior to application of finishes. Wet cementitious base surfaces with a fine fog water spray to produce a uniformly moist condition and check screeds, pool equipment, and accessories for correct alignment before work is started. Do not apply finish materials to base surfaces containing frost. Install temporary coverings as required to protect adjoining surfaces from staining or damage by plastering operations.

- B. Prepare and clean concrete surfaces by removing oil or grease. Repair all cracks, surface damage as required prior to proceeding. Protect or mask all adjacent surfaces that are not scheduled to receive cementitious finish. If expansion or construction joints exist in the areas where cementitious finish will be applied cover plastic joints for protection (if plastic joints are used). Additionally, mark joints for saw-cutting if area will be saw-cut.
- C. Apply and cure bond coat per manufacturer's recommendations. After proper curing of bond coat, lightly moisten with clean potable water prior to application of cementitious finish. Ensure bond coat is free of any foreign matter prior to plastering.
- D. Contractor to thoroughly verify the site conditions prior to the application of cementitious finish. Verify concrete is free of ridges and sharp projections. Verify that all concrete surfaces that are to receive a cementitious finish have cured for a minimum of 5 days. Consideration should be given for the application of a primer for all concrete structures that is over 28 days old to improve bonding.

3.2 APPLICATION OF CEMENTITIOUS FINISH

A. General

1. Confirm all application requirements with the manufacturer. Apply finish plaster to the properly prepared substrate at the minimum thickness required by the manufacturer, but no less than 3/8 inch thickness at any location. Apply finish plaster by hand or machine. If plastering machine is used, control fluidity of plaster to have a slump not exceeding 2-1/2 inches when tested using a 2" by 4" by 6" high slump cone. Do not add additional water to the mix subsequent to determining water content to meet this slump. Perform slump test according to following procedure:
 - a. Place cone on level, dry non-absorptive base plate.
 - b. While holding cone firmly against base plate, fill cone with plaster taken directly from hose or nozzle of plastering machine, tamping with a metal rod during filling to release all air bubbles.
 - c. Screed off plaster level with top of cone. Remove cone by lifting it straight up with a slow and smooth motion.
 - d. Place cone in a vertical position adjacent to freed plaster sample suing care not to jiggle base plate.
 - e. Lay straightedge across top of cone being careful not to vibrate cone; measure slump in inches from bottom edge of straightedge to the top of slumped plaster sample.
2. All mixing of materials and application procedures shall be done in accordance with the manufacturer's recommendations and requirements. The manufacturer's representative

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shall visit the site to verify field conditions, confirm materials and application requirements and ascertain that all materials and systems are so installed. Documentation shall be provided to this effect.

B. Workmanship

1. Unless otherwise required by the manufacturer, apply finish plaster in two coats by "double-back" method with second coat applied as soon as first coat is tamped and initially floated. Apply plaster with sufficient pressure to provide a good bond on bases. Work plaster to screeds at intervals of from 5 feet to 8 feet on straight surfaces. Apply smooth trowel finish without waves, cracks, trowel marks, ridges, pits, crazing, discoloration, projections, or other imperfections. Form plaster carefully around curves and angles, well up to screeds. Take special care to prevent sagging and consequent drooping of applications. Produce surfaces free of visible junction marks in finish coat where one day's work adjoins another. Finish proprietary plaster as required by the manufacturer.
2. All cementitious finishes shall be applied by a licensed applicator as approved by the manufacturer.

C. Curing

1. Curing cementitious finishes with fine fog water spray applied to finish coat as frequently as required to prevent dry-out of surface, or as directed by the manufacturer of the cementitious finish. Keep plaster damp until pool is filled. Prevent damage or staining of plaster by troweling or curing.

D. Patching, Pointing, and Cleaning Up

1. Upon completion, cut out and patch loose, cracked, damaged, or defective plaster; patches matching existing plaster in texture, color, and finish, flush with adjoining plaster. Perform pointing and patching of surfaces and plasterwork abutting or adjoining any other finish work in a neat and workmanlike manner. If 10 percent or more of the pools plaster finish is found to be defective, the plaster shall be removed and replaced complete from all surfaces. Remove plaster droppings or spattering from all surfaces. Leave plaster surfaces in clean, unblemished condition ready for pool filling. Remove protective coverings from adjoining surfaces. Remove rubbish and debris from the site.

3.3 PRE-FILL SPECIFICATION

- A. Contractor shall employ a qualified water testing agency to analyze the domestic water with which the pool will be filled within 2 weeks of the plaster date, and shall employ a swimming pool experienced water chemistry consultant to determine types and quantities of chemicals required to ensure calcium-balanced water immediately upon the completion of water filling. Refer to section 131100 for water filling requirements.
 1. Have on hand quantities of the chemicals as determine above, plus 25% overage for follow-up treatment. These chemicals, typically including calcium chloride, bicarbonate of soda, and muriatic acid are in addition to standard bromine/chlorine products and alkalizer/pH control products required elsewhere.
- B. The pool(s) shall not be plastered until directed by the Owner's representative and the filtration system and chlorination system are complete and ready for start-up. The Contractor shall supply all chemicals required for treatment of the pool water.

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- C. The Contractor shall submit domestic water analysis to the Owner and/or Engineer at least 2 weeks prior to filling the pool(s).

END OF SECTION

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SECTION 13 1102 - SWIMMING POOL SHOTCRETE

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes shotcrete applied by dry-mix or wet-mix process, including formwork, reinforcement, concrete materials, mixture design, placement procedures, and finishes, for the following:
 - 1. Swimming pool walls.
- B. Related Sections include the following:
 - 1. Division 13 Section "Swimming Pools" for pool shell tolerances and other items.
 - 2. Division 13 Section "Swimming Pool Cast In Place Concrete" for pool bottom slabs and other pool-related structures.
 - 3. Division 13 Section "Swimming Pool Cast In Place Concrete" for pool coping.
 - 4. Division 31 Section "Earth Moving" for drainage fill under swimming pools and related structures.
 - a. Drainage Course: Narrowly graded mixture of washed crushed stone, or crushed or uncrushed gravel; ASTM D 448; coarse-aggregate grading Size 57; with 100 percent passing a 1-1/2-inch (37.5-mm) sieve and 0 to 5 percent passing a No. 8 (2.36-mm) sieve

1.3 DEFINITIONS

- A. Shotcrete: Mortar or concrete pneumatically projected onto a surface at high velocity.
- B. Dry-Mix Shotcrete: Shotcrete with most of the water added at nozzle.
- C. Wet-Mix Shotcrete: Shotcrete with ingredients, including mixing water, mixed before introduction into delivery hose.

1.4 SUBMITTALS

- A. Product Data: For manufactured materials and products including reinforcement and forming accessories, shotcrete materials, admixtures, and curing compounds.
- B. Shop Drawings: For details of fabricating, bending, and placing reinforcement. Include support and anchor details, number and location of splices, and special reinforcement required for openings through shotcrete structures.
- C. Design Mixes: For each shotcrete mix.
- D. Qualification Data: For Installer.

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- E. Material Test Reports: For shotcrete materials.
- F. Material Certificates: For each material item, signed by manufacturers.
- G. Field quality-control test reports.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: A qualified installer employing nozzle operators who attain mean core grades not exceeding 2.5, according to ACI 506.2, on preconstruction tests.
- B. Testing Agency Qualifications: An independent agency qualified according to ASTM C 1077 and ASTM E 329 for testing indicated, and acceptable to authorities having jurisdiction.
- C. Comply with provisions of the following, unless more stringent requirements are indicated:
 - 1. ACI 301, "Specifications for Structural Concrete."
 - 2. ACI 506.2, "Specification for Shotcrete."
- D. Preconstruction Testing Service: Engage a qualified independent testing agency to perform preconstruction testing and inspections indicated below:
 - 1. Produce test panels before shotcrete placement according to requirements in ACI 506.2 and ASTM C 1140 for each design mix, shooting orientation, and nozzle operator. Produce test panels with dimensions of 24 by 24 inches (600 by 600 mm) minimum and of thickness and reinforcing layout of shotcrete work on project. From each test panel, testing agency will obtain six test specimens: one set of three specimens unreinforced and one set of three specimens reinforced. Agency will perform the following:
 - a. Test each set of unreinforced specimens for compressive strength according to ASTM C 42.
 - b. Visually inspect each set of reinforced shotcrete cores taken from test panels and determine mean core grades according to ACI 506.2. Core grades higher than 2 are deemed unacceptable.
- E. Preinstallation Conference: Conduct conference at Project site to comply with requirements in Division 01 Section "Project Management And Coordination."

1.6 PROJECT CONDITIONS

- A. Cold-Weather Shotcreting: Protect shotcrete work from physical damage or reduced strength caused by frost, freezing, or low temperatures according to ACI 306.1 and as follows:
 - 1. Discontinue shotcreting when ambient temperature is 40 deg F (4.4 deg C) and falling. Uniformly heat water and aggregates before mixing to obtain a shotcrete shooting temperature of not less than 50 deg F (10 deg C) and not more than 90 deg F (32 deg C).
 - 2. Do not use frozen materials or materials containing ice or snow.
 - 3. Do not place shotcrete on frozen surfaces or surfaces containing frozen materials.
 - 4. Do not use calcium chloride, salt, or other materials containing antifreeze agents.
- B. Hot-Weather Shotcreting: Mix, place, and protect shotcrete according to ACI 305R when hot-weather conditions and high temperatures would seriously impair quality and strength of shotcrete, and as follows:

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1. Cool ingredients before mixing to maintain shotcrete temperature at time of placement below 100 deg F (38 deg C) for dry mix or 90 deg F (32 deg C) for wet mix.
2. Reduce temperature of reinforcing steel and receiving surfaces below 100 deg F (38 deg C) before shotcreting.

PART 2 PRODUCTS

2.1 FORM MATERIALS

- A. Forms: Form-facing panels that will provide continuous, straight, smooth, concrete surfaces. Furnish panels in largest practicable sizes to minimize number of joints.

2.2 REINFORCING MATERIALS

- A. Reinforcing Bars: ASTM A 615/A 615M, Grade 60 (Grade 420), deformed.
- B. Supports: Bolsters, chairs, spacers, ties, and other devices for spacing, supporting, and fastening reinforcing steel in place according to CRSI's "Manual of Standard Practice" and as follows:
 1. For uncoated reinforcement, use all-plastic or CRSI Class 1, plastic-protected bar supports.
- C. Reinforcing Anchors: ASTM A 36/A 36M, unheaded rods or ASTM A 307, Grade A (ASTM F 568M, Property Class 4.6), hex-head bolts; carbon steel; and carbon-steel nuts.
 1. Finish: Plain, uncoated.

2.3 SHOTCRETE MATERIALS

- A. Portland Cement: ASTM C 150, Type I or III. Use only one brand and type of cement for Project.
- B. Normal-Weight Aggregates: ASTM C 33, from a single source, and as follows:
 1. Aggregate Gradation: ACI 506R, Gradation No. 2 with 100 percent passing 1/2-inch (13-mm) sieve.
 2. Coarse-Aggregate Class: 3S.
- C. Water: Potable, complying with ASTM C 94/C 94M, free from deleterious materials that may affect color stability, setting, or strength of shotcrete.
- D. Ground Wire: High-strength steel wire, 0.8 to 1 mm in diameter.

2.4 CHEMICAL ADMIXTURES

- A. General: ASTM C 1141, Class A or B, but limited to the following admixture materials. Provide admixtures for shotcrete that contains not more than 0.1 percent chloride ions. Certify compatibility of admixtures with each other and with other cementitious materials.
 1. Air-Entraining Admixture: ASTM C 260.
 2. Water-Reducing Admixture: ASTM C 494/C 494M, Type A.
 3. Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type D.
 4. Water-Reducing and Accelerating Admixture: ASTM C 494/C 494M, Type E.
 5. High-Range, Water-Reducing Admixture: ASTM C 494/C 494M, Type F.
 6. Accelerating Admixture: ASTM C 494/C 494M, Type C.

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2.5 CURING MATERIALS

- A. Absorptive Cover: AASHTO M 182, Class 2, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd. (305 g/sq. m) dry.
- B. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.
- C. Water: Potable.
- D. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B.

2.6 RELATED MATERIALS

- A. Latex Bonding Agent: ASTM C 1059/C 1059M, Type II.
 - 1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following;
 - a. Latex Bonding Agent, Type II (Non-Redispersible):
 - 1) Dayton Superior Corporation; Conspec Strong Bond.
 - 2) Euclid Chemical Company (The), an RPM company; Flex-Con.
 - 3) W. R. Meadows, Inc.; Sealtight Acry-Lok.
 - 4) Kaufman Products, Inc.; Surebond
- B. Expansion- and Isolation-Joint-Filler Strips: Non Asphalt.
 - 1. Provide for coping (if coping is shown to be concrete).

2.7 REPAIR MATERIALS

- A. Concrete Patching Mortar: Chemical treatment for waterproofing concrete.
 - 1. Xypex Concrete Waterproofing by Crystallization, Xypex Chemical Corporation.
 - a. Xypex Concentrate.

2.8 WATERSTOPS

- A. Flexible PVC Waterstops: CE CRD-C 572, with factory-installed metal eyelets, for embedding in concrete to prevent passage of fluids through joints. Factory fabricate corners, intersections, and directional changes.
 - 1. Available Manufacturers:
 - a. Bometals, Inc.
 - b. Greenstreak.
 - c. Meadows, W. R., Inc.
 - d. Murphy, Paul Plastics Co.
 - e. Progress Unlimited, Inc.
 - f. Tamms Industries, Inc.
 - g. Vinylex Corp.
 - 2. Profile: Ribbed without center bulb.
 - 3. Dimensions: 4 inches by 3/16 inch thick (150 mm by 10 mm thick); nontapered.

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B. Expanding Adhesive Waterstops: Manufactured rectangular strip, single-component, RX101.

1. Products: Subject to compliance with requirements, provide the following:

- a. VOLCLAY
- b. CETCO

2.9 SHOTCRETE MIXTURES, GENERAL

- A. Prepare design mixes for each type and strength of shotcrete.
- B. Limit water-soluble chloride ions to maximum percentage by weight of cement or cementitious materials permitted by ACI 301.
- C. Admixtures: When included in shotcrete design mixes, use admixtures and retarding admixtures according to manufacturer's written instructions.
- D. Design-Mix Adjustments: Subject to compliance with requirements, shotcrete design-mix adjustments may be proposed when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant.

2.10 SHOTCRETE MIXTURES

- A. Proportion dry mixtures by field test data methods and wet mixtures according to ACI 211.1 and ACI 301, using materials to be used on Project, to provide shotcrete with the following properties:
 1. Compressive Strength (28 Days): 5,000 psi (27.6 MPa).
 2. Add air-entraining admixture at manufacturer's prescribed rate to result in normal-weight, wet-mix shotcrete having an air content before pumping of 8 percent with a tolerance of plus or minus 1-1/2 percent.
 3. Dry-mix shotcrete shall not be air-entrained.
 4. Dry-mix shotcrete shall not be used for outdoor applications where freeze/thaw of concrete occurs.

2.11 SHOTCRETE EQUIPMENT

- A. Mixing Equipment: Capable of thoroughly mixing shotcrete materials in sufficient quantities to maintain continuous placement.
- B. Dry-Mix Delivery Equipment: Capable of discharging aggregate-cement mixture into delivery hose under close control and maintaining continuous stream of uniformly mixed materials at required velocity to discharge nozzle. Equip discharge nozzle with manually operated water-injection system for directing even distribution of water to aggregate-cement mixture.
 1. Provide uniform, steady supply of clean, compressed air to maintain constant nozzle velocity while simultaneously operating blow pipe for cleaning away rebound.
 2. Provide water supply with uniform pressure at discharge nozzle to ensure uniform mixing with aggregate-cement mix. Provide water pump to system if line water pressure is inadequate.
- C. Wet-Mix Delivery Equipment: Capable of discharging aggregate-cement-water mixture accurately, uniformly, and continuously.

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2.12 BATCHING AND MIXING

- A. Dry-Mix Process: Measure mix proportions by weight batching according to ASTM C 94/C 94M or by volume batching complying with ASTM C 685/C 685M requirements.
 - 1. In volume batching, adjust fine-aggregate volume for bulking. Test fine-aggregate moisture content at least once daily to determine extent of bulking.
 - 2. Prepackaged shotcrete materials may be used at Contractor's option. Predampen prepackaged shotcrete materials and mix before use.
- B. Wet-Mix Process: Measure, batch, mix, and deliver shotcrete according to ASTM C 94/C 94M and furnish batch ticket information.
 - 1. Comply with ASTM C 685/C 685M when shotcrete ingredients are delivered dry and proportioned and mixed on-site.

PART 3 EXECUTION

3.1 PREPARATION

- A. Concrete: Before applying shotcrete, remove unsound or loose materials and contaminants that may inhibit shotcrete bonding. Chip or scarify areas to be repaired to extent necessary to provide sound substrate. Cut edges square and 1/2 inch (13 mm) deep at perimeter of work, tapering remaining shoulder at 1:1 slope into cavity to eliminate square shoulders. Dampen surfaces before shotcreting.
 - 1. Abrasive blast or hydroblast existing surfaces that do not require chipping to remove paint, oil, grease, or other contaminants and to provide roughened surface for proper shotcrete bonding.
- B. Earth: Compact and trim to line and grade before placing shotcrete. Do not place shotcrete on frozen surfaces. Dampen surfaces before shotcreting.
- C. Rock: Clean rock surfaces of loose materials, mud, and other foreign matter that might weaken shotcrete bonding.

3.2 FORMS

- A. General: Design, erect, support, brace, and maintain forms, according to ACI 301, to support shotcrete and construction loads and to facilitate shotcreting. Construct forms so shotcrete members and structures are secured to prevent excessive vibration or deflection during shotcreting.
 - 1. Fabricate forms to be readily removable without impact, shock, or damage to shotcrete surfaces and adjacent materials.
 - 2. Construct forms to required sizes, shapes, lines, and dimensions using ground wires and depth gages to obtain accurate alignment, location, and grades in finished structures. Construct forms to prevent mortar leakage but permit escape of air and rebound during shotcreting. Provide for openings, offsets, blocking, screeds, anchorages, inserts, and other features required in the Work.
- B. Form openings, chases, recesses, bulkheads, keyways, and screeds in formwork. Determine sizes and locations from trades providing such items. Accurately place and securely support items built into forms.

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3.3 STEEL REINFORCEMENT

- A. General: Comply with CRSI's "Manual of Standard Practice" for fabricating, placing, and supporting reinforcement.
- B. Clean reinforcement of loose rust and mill scale, earth, ice, and other materials that weaken shotcrete bonding.
- C. Securely embed reinforcing anchors into existing substrates, located as required.
- D. Accurately position, support, and rigidly secure reinforcement against displacement by formwork, construction, or shotcreting. Locate and support reinforcement by metal chairs, runners, bolsters, spacers, and hangers, as required.
- E. Place reinforcement to obtain minimum coverage for shotcrete protection. Arrange, space, and securely tie bars and bar supports to hold reinforcement in position during shotcreting. Set wire ties with ends directed into shotcrete, not toward exposed shotcrete surfaces.

3.4 JOINTS

- A. Construction Joints: Joints to be placed straight, true and to be constructed as designed.

3.5 WATERSTOPS

- A. Waterstops: Install in construction joints and at other joints indicated to form a continuous diaphragm. Install in longest lengths practicable. Support and protect exposed waterstops during progress of the Work. Field fabricate joints in waterstops according to manufacturer's written instructions. Prevent displacement during shotcrete application.

3.6 ALIGNMENT CONTROL

- A. Ground Wires: Install ground wires to establish thickness and planes of shotcrete surfaces. Install ground wires at corners and offsets not established by forms. Pull ground wires taut and position adjustment devices to permit additional tightening.

3.7 EMBEDDED ITEMS

- A. Place and secure anchorage devices and other embedded items required for adjoining work that is attached to or supported by shotcrete. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.

3.8 APPLICATION

- A. Apply temporary protective coverings and protect adjacent surfaces against deposit of rebound and overspray or impact from nozzle stream.
- B. Moisten wood forms immediately before placing shotcrete where form coatings are not used.
- C. Apply shotcrete according to ACI 506.2.
- D. Apply dry-mix shotcrete materials within 45 minutes after predampening and wet-mix shotcrete materials within 90 minutes after batching.

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- E. Deposit shotcrete continuously in multiple passes, to required thickness, without cold joints and laminations developing. Place shotcrete with nozzle held perpendicular to receiving surface. Begin shotcreting in corners and recesses.
 - 1. Remove and dispose of rebound and overspray materials during shotcreting to maintain clean surfaces and to prevent rebound entrapment.
 - 2. Rebound and overspray shall not be used for any application.
- F. Maintain reinforcement in position during shotcreting. Place shotcrete to completely encase reinforcement and other embedded items. Maintain steel reinforcement free of overspray and prevent buildup against front face during shotcreting.
- G. Do not place subsequent lifts until previous lift of shotcrete is capable of supporting new shotcrete.
- H. Do not permit shotcrete to sag, slough, or dislodge.
- I. Remove hardened overspray, rebound, and laitance from shotcrete surfaces to receive additional layers of shotcrete; dampen surfaces before shotcreting.
- J. Do not disturb shotcrete surfaces before beginning finishing operations.
- K. Remove ground wires or other alignment control devices after shotcrete placement.
- L. Shotcrete Core Grade: Apply shotcrete to achieve mean core grades not exceeding 2.5 according to ACI 506.2, with no single core grade exceeding 3.0.
- M. Installation Tolerances: Place shotcrete without exceeding installation tolerances permitted by ACI 117R, increased by a factor of 2.
 - 1. Inside pool shell tolerances to be maintained per Division 13 Section "Swimming Pools".

3.9 SURFACE FINISHES

- A. General: Finish shotcrete according to descriptions in ACI 506R for the following finishes:
- B. Dry-Mix Shotcrete, Natural Finish:
 - 1. Gun Finish: Natural undisturbed finish.
- C. Wet-Mix Shotcrete, Flash-Coat and Final Finish: After screeding and rodding surface, apply up to 1/4-inch (6-mm) coat of shotcrete using ACI 506R, Gradation No. 1, fine-screened sand modified with maximum aggregate size not exceeding No. 4 (4.75-mm) sieve and apply wood-float finish.
- D. Surfaces to receive plaster finish to be heavy broom or light rake finish.

3.10 CURING

- A. Protect freshly placed shotcrete from premature drying and excessive cold or hot temperatures.
- B. Start initial curing as soon as free water has disappeared from shotcrete surface after placing and finishing.
- C. Curing Exposed Surfaces: Cure shotcrete by one of the following methods:

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1. **Moisture Curing:** Keep surfaces continuously moist for at least seven days with water, continuous water-fog spray, water-saturated absorptive covers, or moisture-retaining covers. Lap and seal sides and ends of covers.
- D. **Curing Formed Surfaces:** Cure formed shotcrete surfaces by moist curing with forms in place for full curing period or until forms are removed. If forms are removed, continue curing by methods specified above, as applicable.

3.11 FORM REMOVAL

- A. Forms not supporting weight of shotcrete may be removed after curing at not less than 50 deg F (10 deg C) for 24 consecutive hours after gunning, provided shotcrete is hard enough not to be damaged by form-removal operations and provided curing and protecting operations are maintained.
 1. Leave forms supporting weight of shotcrete in place until shotcrete has attained design compressive strength. Determine compressive strength of in-place shotcrete by testing representative field-cured specimens of shotcrete.
 2. Remove forms only if shores have been arranged to permit removal of forms without loosening or disturbing shores.
- B. Clean and repair surfaces of forms to be reused in the Work. Split, frayed, delaminated, or otherwise damaged form-facing materials are unacceptable for exposed surfaces. Apply new form-coating compound as specified for new formwork.

3.12 FIELD QUALITY CONTROL

- A. **Testing and Inspecting:** Contractor shall engage a qualified independent testing agency to sample materials, visually grade cores, perform tests, monitor all shotcrete operations and submit reports during shotcreting.
- B. **Air Content:** ASTM C 173/C 173M, volumetric method or ASTM C 231, pressure method; 1 test for each compressive-strength test for each mix of air-entrained, wet-mix shotcrete measured before pumping.
- C. **Shotcrete Temperature:** ASTM C 1064/C 1064M; 1 test hourly when air temperature is 40 deg F (4.4 deg C) and below and when 80 deg F (27 deg C) and above, and 1 test for each set of compressive-strength specimens.
- D. **Test Panels:** Make a test panel, reinforced as in structure, for each shotcrete mix and for each workday or for every 50 cu. yd. (38 cu. m) of shotcrete placed; whichever is less. Produce test panels with dimensions of 24 by 24 inches (600 by 600 mm) minimum and of thickness and reinforcing layout to match shotcrete work on project. From each test panel, testing agency will obtain six test specimens: one set of three specimens unreinforced and one set of three specimens reinforced.
 1. Test each set of unreinforced specimens for compressive strength according to ASTM C 1140 and construction testing requirements in ACI 506.2.
 2. Visually inspect each set of reinforced shotcrete cores taken from test panels and determine mean core grades according to ACI 506.2. Core grades higher than 2 are deemed unacceptable.
- E. **In-Place Shotcrete:** Only if samples obtained in item D indicate unsatisfactory shotcrete, and only if directed by City or Engineer, take a set of 3 unreinforced cores for each mix and for each

EBENSBURG BOROUGH SWIMMING POOL

workday or for every 50 cu. yd. (38 cu. m) of shotcrete placed; whichever is less. Test cores for compressive strength according to ACI 506.2 and ASTM C 42. Do not cut steel reinforcement.

- F. Strength of shotcrete will be considered satisfactory when mean compressive strength of each set of 3 unreinforced cores equals or exceeds 85 percent of specified compressive strength, with no individual core less than 75 percent of specified compressive strength.
 - 1. Mean compressive strength of each set of 3 unreinforced cubes shall equal or exceed design compressive strength with no individual cube less than 88 percent of specified compressive strength.

3.13 REPAIRS

- A. Remove and replace shotcrete that is delaminated or exhibits laminations, voids, or sand/rock pockets exceeding limits for specified core grade of shotcrete.
 - 1. Remove unsound or loose materials and contaminants that may inhibit bond of shotcrete repairs. Chip or scarify areas to be repaired to extent necessary to provide sound substrate. Cut edges square and 1/2 inch (13 mm) deep at perimeter of work, tapering remaining shoulder at 1:1 slope into cavity to eliminate square shoulders. Apply concrete patch by one of the following methods:
 - a. Dampen surfaces and apply new shotcrete.
 - b. Apply bonding agent per manufacturer's recommendations. Use concrete patching mortar to repair defect.
- B. Repair core holes from in-place testing according to repair provisions in ACI 301 and match adjacent finish, texture, and color. Apply bonding agent per manufacturer's recommendations. Use concrete patching mortar to repair defect.

3.14 CLEANING

- A. Remove and dispose of rebound and overspray materials from final shotcrete surfaces and areas not intended for shotcrete placement.

3.15 WATERTIGHTNESS TESTING

- A. Pool shall be tested for watertightness according to procedures stated in ACI350.1 / AWWA 400.
 - 1. Preliminary Test Criteria: HST-VIO.
 - 2. Quantitative Test Criteria: HST-100.

END OF SECTION

MIX DESIGN

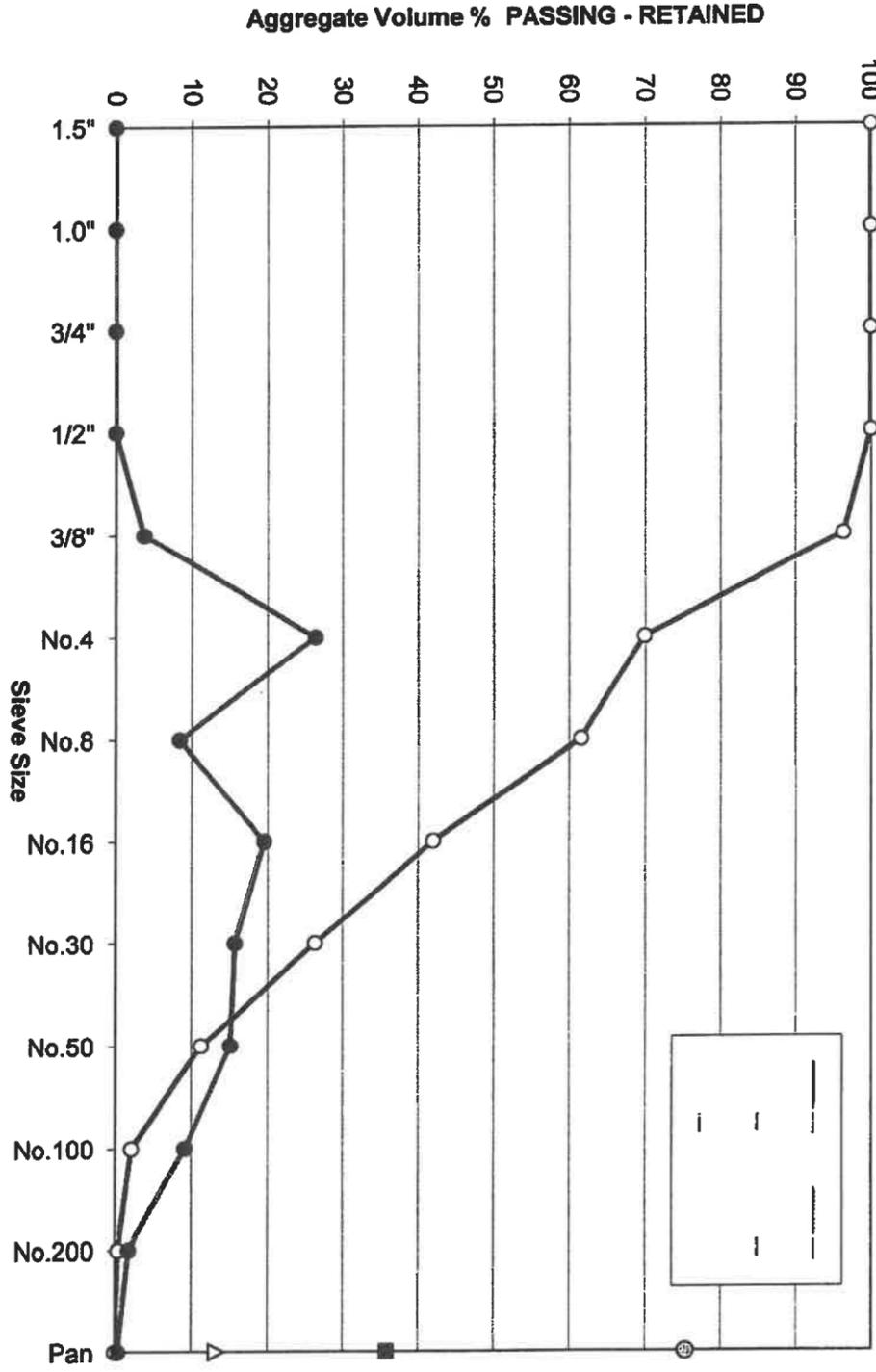
Job Name: EBENSBURG BOROUGH SWIMMING POOL
 Location: EBENSBURG, PA

Mix ID:	1232	Water/Cementitious Ratio	0.44		
Design Strength f_c	5000 HA Shotcrete	Plastic Unit Wt. (PCF)	144.4		
	(%)	Wt. Lb	Ft ³	Source	Spec.
Cementitious: Portland Cement Ty	100%	705	3.59	LEHIGH	ASTM C 150
	(%)	Wt. Lb	Ft ³	Source	Spec.
Aggregates: ACI #8	39%	1160	6.79	YORK BUILDING	ASTM
ACI Sand	61%	1722	10.53	YORK BUILDING	ASTM C33
Air: (%) Design Air	4.0%		1.08		
Water	37.5	312	5.01		
Fiber / Color					
Totals		3900	27.00		
	Oz/cwt	Oz/yd ³		Source	Spec.
Admixtures: Viscocrete 2100	3.00	21.2		Sika	ASTM C 494
AEA 14	0.10	0.7		Sika	ASTM C494

Comments:

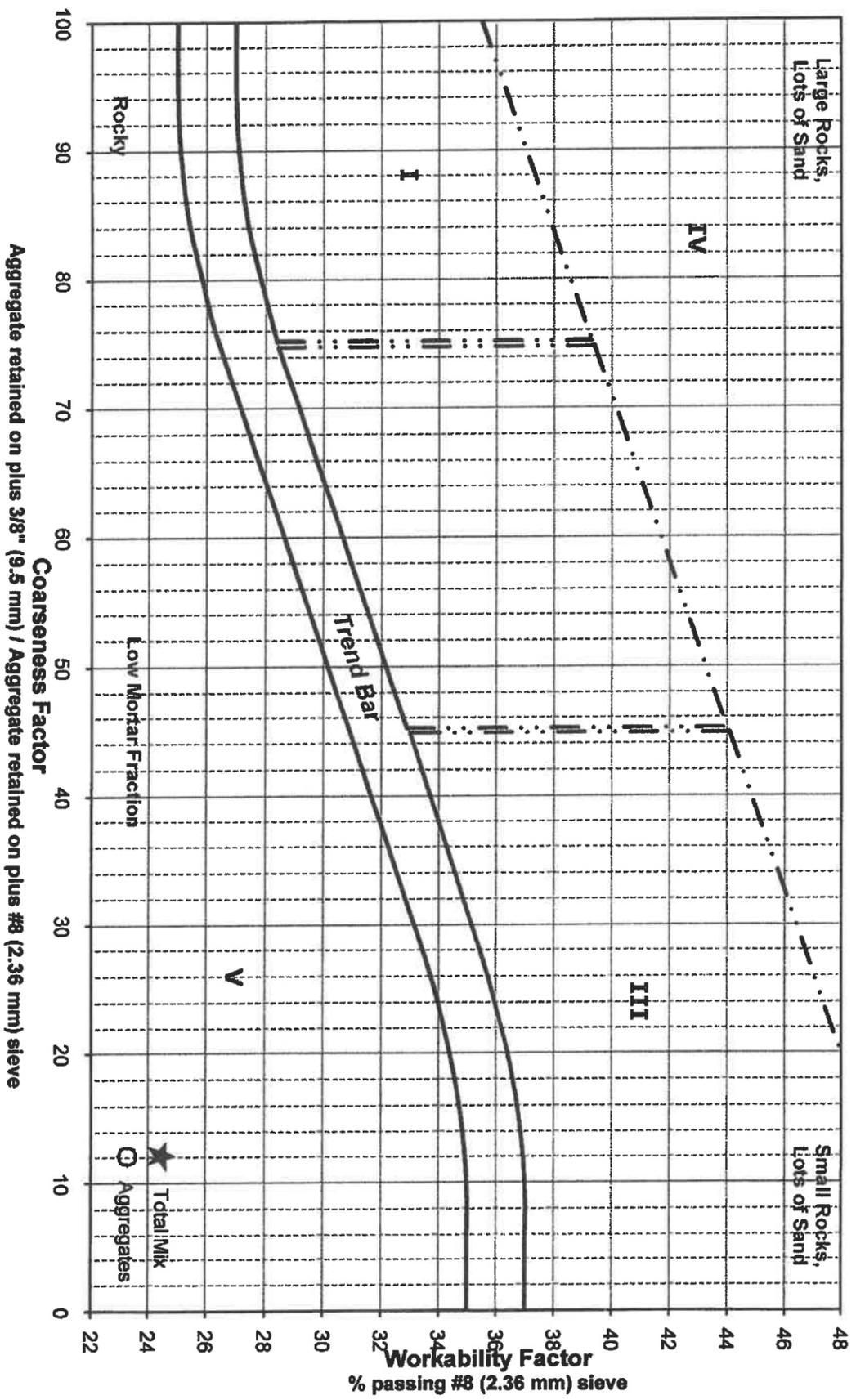
Viscocrete 2100 can be used as a mid-range or high-range water reducer depending on the dosage for the slump required. Plastiment can be used as a retarder if needed. SikaSet NC can be used as a non-chloride accelerator if needed.

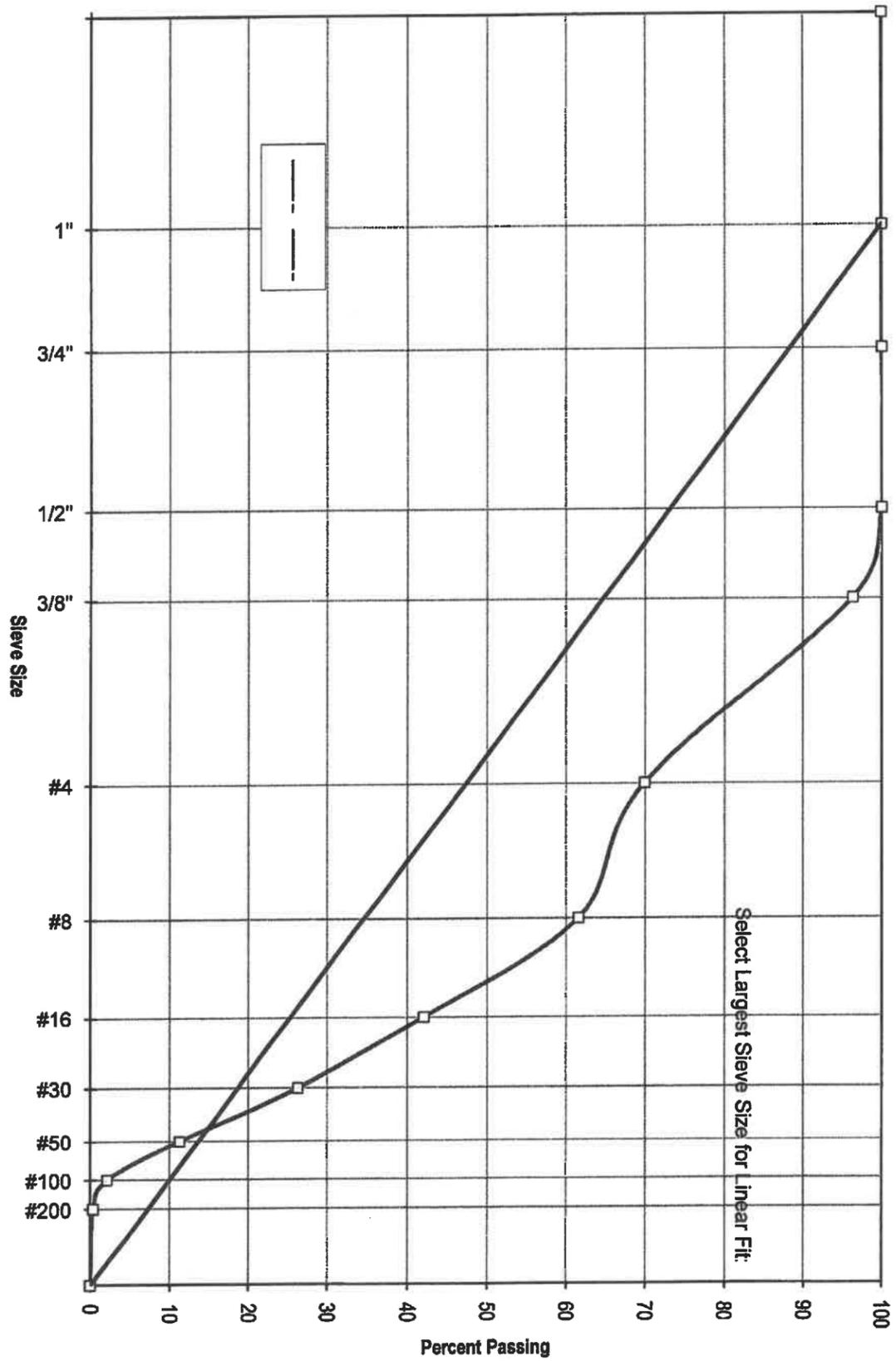
Slump Range	4"
Plastic Air Range	4.00%



% Passing - % Retained Aggregate
Mortar - Paste - % Cementitious

Coarseness Factor Chart

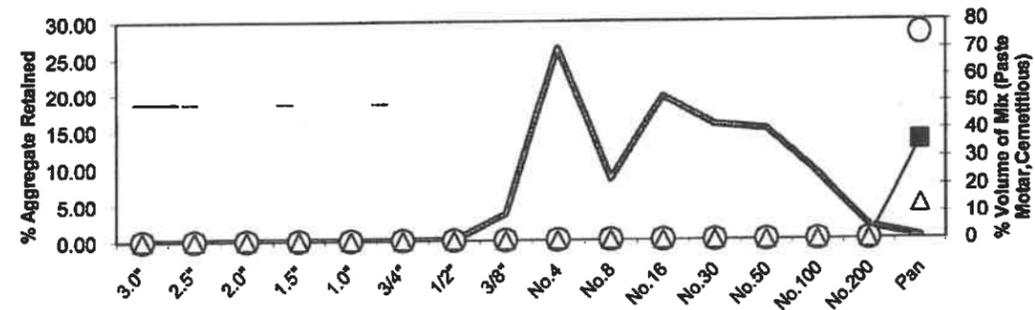




Project: EBENSBURG BOROUGH SWIMMING POOL
 Location: EBENSBURG, PA
 Mix Code: 1232
 Specified Strength f_c: 5000 Mix Category: 1232
 Design Slump Range: 4" Placement Method: Truck
 Specified Air Range: 4.0%

Full Gradation Analysis - Percent Retained

Sieve	ACI #8	ACI Sand	Total percent Retained on each sieve
3.0"	0.00	0.00	0.00
2.5"	0.00	0.00	0.00
2.0"	0.00	0.00	0.00
1.5"	0.00	0.00	0.00
1.0"	0.00	0.00	0.00
3/4"	0.00	0.00	0.00
1/2"	0.00	0.00	0.00
3/8"	3.69	0.00	3.69
No.4	25.33	1.03	26.37
No.8	7.33	1.03	8.37
No.16	1.88	17.69	19.57
No.30	0.98	14.71	15.69
No.50	0.00	15.07	15.07
No.100	0.00	9.12	9.12
No.200	0.00	1.76	1.76
Pan	0.00	0.36	0.36
Fineness Modulus:	5.74	2.72	3.90
% of Aggregate (Vol)	39.22%	60.78%	64.17%
% of Total Mix Volume	25.17%	39.00%	2882
Aggregate Mass (Lbs)	1160	1722	
Coarse Aggregate: Q	3.7%		Mortar Fraction: 75.3%
Intermediate: I	34.7%		Paste Fraction: 35.8%
Workability Factor: (Fines W)	61.6%		Coarseness Factor: 9.59%
Cementitious:		Pounds: Volume % of CM (Wt) % of Mix (vol) % Total	
Portland Cement Type I		705 3.59 100.0% 13.28%	Cementitious by volume 13.28%
Mix Water + water in Admixture =	37.5 gallons	312 pounds	W/cm 0.443



**BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES**

Project: 23-07536 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Asbestos & Insulation Workers	8/1/2022		\$39.55	\$28.51	\$68.06
Boilermakers	6/1/2016		\$40.90	\$27.61	\$68.51
Bricklayer	12/1/2022		\$34.14	\$22.38	\$56.52
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	4/30/2023		\$35.06	\$21.52	\$56.58
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	4/28/2024		\$36.91	\$21.52	\$58.43
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	5/4/2025		\$38.76	\$21.52	\$60.28
Carpenters - Piledriver/Welder	1/1/2023		\$40.63	\$21.22	\$61.85
Carpenters - Piledriver/Welder	1/1/2024		\$42.13	\$21.97	\$64.10
Carpenters - Piledriver/Welder	1/1/2025		\$43.38	\$22.72	\$66.10
Carpenters - Piledriver/Welder	1/1/2026		\$44.63	\$23.47	\$68.10
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2022		\$32.05	\$17.87	\$49.92
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2023		\$33.01	\$18.41	\$51.42
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2024		\$33.97	\$18.95	\$52.92
Cement Masons	1/1/2023		\$30.24	\$19.20	\$49.44
Drywall Finisher	6/1/2022		\$32.00	\$21.89	\$53.89
Drywall Finisher	6/1/2023		\$32.39	\$23.75	\$56.14
Drywall Finisher	6/1/2024		\$34.01	\$24.88	\$58.89
Electricians & Telecommunications Installation Technician	12/26/2022		\$48.31	\$29.29	\$77.60
Elevator Constructor	1/1/2023		\$56.14	\$42.83	\$98.97
Glazier	9/1/2021		\$24.55	\$23.05	\$47.60
Glazier	9/1/2022		\$24.90	\$24.45	\$49.35
Iron Workers	6/1/2022		\$38.39	\$34.27	\$72.66
Iron Workers	6/1/2023		\$38.89	\$35.02	\$73.91
Laborers (Class 01 - See notes)	1/1/2023		\$25.31	\$17.29	\$42.60
Laborers (Class 01 - See notes)	1/1/2024		\$26.31	\$17.79	\$44.10
Laborers (Class 02 - See notes)	1/1/2023		\$28.06	\$17.29	\$45.35
Laborers (Class 02 - See notes)	1/1/2024		\$29.56	\$17.79	\$47.35
Laborers (Class 03 - See notes)	1/1/2023		\$27.66	\$17.29	\$44.95
Laborers (Class 03 - See notes)	1/1/2024		\$28.66	\$17.79	\$46.45
Laborers (Class 04 - See notes)	1/1/2023		\$24.31	\$17.29	\$41.60
Laborers (Class 04 - See notes)	1/1/2024		\$25.31	\$17.79	\$43.10
Landscape Laborer (Skilled)	1/1/2020		\$21.64	\$16.98	\$38.62
Landscape Laborer (Skilled)	1/1/2023		\$23.79	\$18.28	\$42.07
Landscape Laborer (Skilled)	1/1/2024		\$24.79	\$18.53	\$43.32
Landscape Laborer (Skilled)	1/1/2025		\$25.79	\$18.78	\$44.57
Landscape Laborer (Skilled)	1/1/2026		\$26.79	\$19.03	\$45.82
Landscape Laborer (Tractor Operator)	1/1/2020		\$21.94	\$16.98	\$38.92
Landscape Laborer (Tractor Operator)	1/1/2023		\$24.09	\$18.28	\$42.37
Landscape Laborer (Tractor Operator)	1/1/2024		\$25.09	\$18.53	\$43.62
Landscape Laborer (Tractor Operator)	1/1/2025		\$26.09	\$18.78	\$44.87

**BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES**

Project: 23-07536 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Landscape Laborer (Tractor Operator)	1/1/2026		\$27.09	\$19.03	\$46.12
Landscape Laborer	1/1/2020		\$21.22	\$16.98	\$38.20
Landscape Laborer	1/1/2023		\$23.37	\$18.28	\$41.65
Landscape Laborer	1/1/2024		\$24.37	\$18.53	\$42.90
Landscape Laborer	1/1/2025		\$25.37	\$18.78	\$44.15
Landscape Laborer	1/1/2026		\$26.37	\$19.03	\$45.40
Millwright	6/1/2020		\$41.68	\$20.32	\$62.00
Operators (Class 01 - see notes)	7/1/2023		\$35.87	\$20.92	\$56.79
Operators (Class 01 - see notes)	7/1/2024		\$36.87	\$21.42	\$58.29
Operators (Class 02 -see notes)	7/1/2023		\$31.25	\$20.92	\$52.17
Operators (Class 02 -see notes)	7/1/2024		\$32.87	\$21.42	\$54.29
Operators (Class 03 - See notes)	7/1/2023		\$28.70	\$20.92	\$49.62
Operators (Class 03 - See notes)	7/1/2024		\$29.70	\$21.42	\$51.12
Operators (Class 04 - Chief of Party (Surveying and Layout))	7/1/2022		\$26.60	\$20.62	\$47.22
Operators (Class 04 - Chief of Party (Surveying and Layout))	7/1/2023		\$28.30	\$20.92	\$49.22
Operators (Class 04 - Chief of Party (Surveying and Layout))	7/1/2024		\$29.30	\$21.42	\$50.72
Operators (Class 04 - Instrument Person (Surveying & Layout))	7/1/2022		\$25.60	\$20.62	\$46.22
Operators (Class 04 - Instrument Person (Surveying & Layout))	7/1/2023		\$27.30	\$20.92	\$48.22
Operators (Class 04 - Instrument Person (Surveying & Layout))	7/1/2024		\$28.30	\$21.42	\$49.72
Operators (Class 04 - Rodman/Chainman (Surveying and Layout))	7/1/2022		\$25.15	\$20.62	\$45.77
Operators (Class 04 - Rodman/Chainman (Surveying and Layout))	7/1/2023		\$26.85	\$20.92	\$47.77
Operators (Class 04 - Rodman/Chainman (Surveying and Layout))	7/1/2024		\$27.85	\$21.42	\$49.27
Painters Class 6 (see notes)	6/1/2022		\$29.50	\$22.82	\$52.32
Painters Class 6 (see notes)	6/1/2023		\$30.56	\$24.01	\$54.57
Painters Class 6 (see notes)	6/1/2024		\$32.14	\$24.93	\$57.07
Painters Class 6 (see notes)	6/1/2025		\$34.16	\$25.81	\$59.97
Pile Driver Divers (Building, Heavy, Highway)	1/1/2023		\$58.70	\$21.22	\$79.92
Pile Driver Divers (Building, Heavy, Highway)	1/1/2024		\$60.95	\$21.97	\$82.92
Pile Driver Divers (Building, Heavy, Highway)	1/1/2025		\$62.82	\$22.72	\$85.54
Pile Driver Divers (Building, Heavy, Highway)	1/1/2026		\$64.70	\$23.47	\$88.17
Piledrivers	1/1/2023		\$39.13	\$21.22	\$60.35
Piledrivers	1/1/2024		\$40.63	\$21.97	\$62.60
Piledrivers	1/1/2025		\$41.88	\$22.72	\$64.60
Piledrivers	1/1/2026		\$43.13	\$23.47	\$66.60
Plasterers	6/1/2022		\$29.95	\$13.61	\$43.56
Plasterers	6/1/2023		\$32.14	\$20.54	\$52.68
Plumbers and Steamfitters	6/1/2023		\$38.57	\$26.26	\$64.83
Pointers, Caulkers, Cleaners	12/1/2022		\$35.47	\$20.88	\$56.35

**BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES**

Project: 23-07536 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Roofers	6/1/2022		\$36.04	\$19.13	\$55.17
Roofers	6/1/2023		\$37.00	\$19.92	\$56.92
Sheet Metal Workers	7/1/2021		\$38.76	\$30.00	\$68.76
Sheet Metal Workers	7/1/2022		\$39.50	\$31.43	\$70.93
Sheet Metal Workers	8/1/2023		\$41.00	\$32.94	\$73.94
Sign Makers and Hangars	7/15/2022		\$30.54	\$24.35	\$54.89
Sign Makers and Hangars	7/15/2023		\$31.76	\$24.63	\$56.39
Sprinklerfitters	4/1/2023		\$44.33	\$28.04	\$72.37
Stone Masons	12/1/2022		\$38.56	\$23.61	\$62.17
Terrazzo Finisher	12/1/2022		\$36.13	\$18.03	\$54.16
Terrazzo Mechanics	12/1/2022		\$35.49	\$20.32	\$55.81
Tile Finisher	12/1/2022		\$28.76	\$17.34	\$46.10
Tile Setter	12/1/2022		\$35.64	\$21.81	\$57.45
Truckdriver class 1(see notes)	1/1/2023		\$33.18	\$22.21	\$55.39
Truckdriver class 1(see notes)	1/1/2024		\$34.93	\$22.71	\$57.64
Truckdriver class 1(see notes)	1/1/2025		\$36.43	\$23.21	\$59.64
Truckdriver class 1(see notes)	1/1/2026		\$37.93	\$23.71	\$61.64
Truckdriver class 2 (see notes)	1/1/2023		\$33.64	\$22.52	\$56.16
Truckdriver class 2 (see notes)	1/1/2024		\$35.39	\$23.02	\$58.41
Truckdriver class 2 (see notes)	1/1/2025		\$36.89	\$23.52	\$60.41
Truckdriver class 2 (see notes)	1/1/2026		\$38.39	\$24.02	\$62.41
Truckdriver class 3 (see notes)	1/1/2016		\$28.23	\$16.98	\$45.21
Window Film / Tint Installer	10/1/2019		\$25.00	\$2.63	\$27.63

**BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES**

Project: 23-07536 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Carpenter	1/1/2023		\$38.35	\$20.59	\$58.94
Carpenter	1/1/2024		\$39.85	\$21.34	\$61.19
Carpenter	1/1/2025		\$41.10	\$22.09	\$63.19
Carpenter	1/1/2026		\$42.35	\$22.84	\$65.19
Carpenter Welder	1/1/2023		\$39.85	\$20.59	\$60.44
Carpenter Welder	1/1/2024		\$41.35	\$21.34	\$62.69
Carpenter Welder	1/1/2025		\$42.60	\$22.09	\$64.69
Carpenter Welder	1/1/2026		\$43.85	\$22.84	\$66.69
Carpenters - Piledriver/Welder	1/1/2023		\$40.63	\$21.22	\$61.85
Carpenters - Piledriver/Welder	1/1/2024		\$42.13	\$21.97	\$64.10
Carpenters - Piledriver/Welder	1/1/2025		\$43.38	\$22.72	\$66.10
Carpenters - Piledriver/Welder	1/1/2026		\$44.63	\$23.47	\$68.10
Cement Finishers	1/1/2023		\$34.14	\$25.05	\$59.19
Cement Finishers	1/1/2024		\$35.14	\$26.30	\$61.44
Cement Finishers	1/1/2025		\$35.94	\$27.50	\$63.44
Cement Masons	1/1/2020		\$32.84	\$21.10	\$53.94
Electric Lineman	5/30/2022		\$51.42	\$28.85	\$80.27
Electric Lineman	5/29/2023		\$52.56	\$29.99	\$82.55
Electric Lineman	6/3/2024		\$53.97	\$31.05	\$85.02
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	6/1/2020		\$37.29	\$32.87	\$70.16
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	6/1/2023		\$38.89	\$35.02	\$73.91
Laborers (Class 01 - See notes)	1/1/2023		\$29.95	\$25.50	\$55.45
Laborers (Class 01 - See notes)	1/1/2024		\$32.20	\$25.50	\$57.70
Laborers (Class 01 - See notes)	1/1/2025		\$33.70	\$26.00	\$59.70
Laborers (Class 01 - See notes)	1/1/2026		\$34.70	\$27.00	\$61.70
Laborers (Class 02 - See notes)	1/1/2023		\$30.11	\$25.50	\$55.61
Laborers (Class 02 - See notes)	1/1/2024		\$32.36	\$25.50	\$57.86
Laborers (Class 02 - See notes)	1/1/2025		\$33.86	\$26.00	\$59.86
Laborers (Class 02 - See notes)	1/1/2026		\$34.86	\$27.00	\$61.86
Laborers (Class 03 - See notes)	1/1/2023		\$30.50	\$25.50	\$56.00
Laborers (Class 03 - See notes)	1/1/2024		\$32.75	\$25.50	\$58.25
Laborers (Class 03 - See notes)	1/1/2025		\$34.25	\$26.00	\$60.25
Laborers (Class 03 - See notes)	1/1/2026		\$35.25	\$27.00	\$62.25
Laborers (Class 04 - See notes)	1/1/2023		\$30.95	\$25.50	\$56.45
Laborers (Class 04 - See notes)	1/1/2024		\$33.20	\$25.50	\$58.70
Laborers (Class 04 - See notes)	1/1/2025		\$34.70	\$26.00	\$60.70
Laborers (Class 04 - See notes)	1/1/2026		\$35.70	\$27.00	\$62.70
Laborers (Class 05 - See notes)	1/1/2023		\$31.36	\$25.50	\$56.86
Laborers (Class 05 - See notes)	1/1/2024		\$33.61	\$25.50	\$59.11
Laborers (Class 05 - See notes)	1/1/2025		\$35.11	\$26.00	\$61.11
Laborers (Class 05 - See notes)	1/1/2026		\$36.11	\$27.00	\$63.11
Laborers (Class 06 - See notes)	1/1/2023		\$28.20	\$25.50	\$53.70
Laborers (Class 06 - See notes)	1/1/2024		\$30.45	\$25.50	\$55.95

**BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES**

Project: 23-07536 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Laborers (Class 06 - See notes)	1/1/2025		\$31.95	\$26.00	\$57.95
Laborers (Class 06 - See notes)	1/1/2026		\$32.95	\$27.00	\$59.95
Laborers (Class 07 - See notes)	1/1/2023		\$30.95	\$25.50	\$56.45
Laborers (Class 07 - See notes)	1/1/2024		\$33.20	\$25.50	\$58.70
Laborers (Class 07 - See notes)	1/1/2025		\$34.70	\$26.00	\$60.70
Laborers (Class 07 - See notes)	1/1/2026		\$35.70	\$27.00	\$62.70
Laborers (Class 08 - See notes)	1/1/2023		\$32.45	\$25.50	\$57.95
Laborers (Class 08 - See notes)	1/1/2024		\$34.70	\$25.50	\$60.20
Laborers (Class 08 - See notes)	1/1/2025		\$36.20	\$26.00	\$62.20
Laborers (Class 08 - See notes)	1/1/2026		\$37.20	\$27.00	\$64.20
Millwright	6/1/2020		\$41.68	\$20.32	\$62.00
Millwright	6/1/2023		\$45.50	\$23.72	\$69.22
Millwright	6/1/2024		\$47.59	\$23.72	\$71.31
Millwright	6/1/2025		\$49.72	\$23.72	\$73.44
Operators (Class 01 - see notes)	1/1/2023		\$36.79	\$23.58	\$60.37
Operators (Class 01 - see notes)	1/1/2024		\$38.59	\$24.03	\$62.62
Operators (Class 01 - see notes)	1/1/2025		\$40.39	\$24.23	\$64.62
Operators (Class 02 -see notes)	1/1/2023		\$36.53	\$23.58	\$60.11
Operators (Class 02 -see notes)	1/1/2024		\$38.33	\$24.03	\$62.36
Operators (Class 02 -see notes)	1/1/2025		\$40.13	\$24.23	\$64.36
Operators (Class 03 - See notes)	1/1/2023		\$32.88	\$23.58	\$56.46
Operators (Class 03 - See notes)	1/1/2024		\$34.68	\$24.03	\$58.71
Operators (Class 03 - See notes)	1/1/2025		\$36.48	\$24.23	\$60.71
Operators (Class 04 - See notes)	1/1/2023		\$32.42	\$23.58	\$56.00
Operators (Class 04 - See notes)	1/1/2024		\$34.22	\$24.03	\$58.25
Operators (Class 04 - See notes)	1/1/2025		\$36.02	\$24.23	\$60.25
Operators (Class 05 - See notes)	1/1/2023		\$32.17	\$23.58	\$55.75
Operators (Class 05 - See notes)	1/1/2024		\$33.97	\$24.03	\$58.00
Operators (Class 05 - See notes)	1/1/2025		\$35.77	\$24.23	\$60.00
Operators Class 1-A	1/1/2023		\$39.79	\$23.58	\$63.37
Operators Class 1-A	1/1/2024		\$41.59	\$24.03	\$65.62
Operators Class 1-A	1/1/2025		\$43.39	\$24.23	\$67.62
Operators Class 1-B	1/1/2023		\$38.79	\$23.58	\$62.37
Operators Class 1-B	1/1/2024		\$40.59	\$24.03	\$64.62
Operators Class 1-B	1/1/2025		\$42.39	\$24.23	\$66.62
Painters Class 1 (see notes)	6/1/2022		\$34.45	\$22.82	\$57.27
Painters Class 2 (see notes)	6/1/2023		\$36.01	\$24.01	\$60.02
Painters Class 2 (see notes)	6/1/2024		\$38.09	\$24.93	\$63.02
Painters Class 2 (see notes)	6/1/2025		\$40.36	\$25.81	\$66.17
Painters Class 3 (see notes)	6/1/2022		\$36.77	\$22.82	\$59.59
Painters Class 3 (see notes)	6/1/2023		\$38.33	\$24.01	\$62.34
Painters Class 3 (see notes)	6/1/2024		\$40.66	\$24.93	\$65.59
Painters Class 3 (see notes)	6/1/2025		\$43.69	\$25.81	\$69.50
Painters Class 4 (see notes)	6/1/2019		\$28.20	\$20.06	\$48.26

**BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES**

Project: 23-07536 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Painters Class 5 (see notes)	6/1/2019		\$22.91	\$20.06	\$42.97
Pile Driver Divers (Building, Heavy, Highway)	1/1/2023		\$58.70	\$21.22	\$79.92
Pile Driver Divers (Building, Heavy, Highway)	1/1/2024		\$60.95	\$21.97	\$82.92
Pile Driver Divers (Building, Heavy, Highway)	1/1/2025		\$62.82	\$22.72	\$85.54
Pile Driver Divers (Building, Heavy, Highway)	1/1/2026		\$64.70	\$23.47	\$88.17
Piledrivers	1/1/2023		\$39.13	\$21.22	\$60.35
Piledrivers	1/1/2024		\$40.63	\$21.97	\$62.60
Piledrivers	1/1/2025		\$41.88	\$22.72	\$64.60
Piledrivers	1/1/2026		\$43.13	\$23.47	\$66.60
Steamfitters (Heavy and Highway - Gas Distribution)	5/1/2022		\$48.43	\$40.28	\$88.71
Truckdriver class 1(see notes)	1/1/2023		\$33.18	\$22.21	\$55.39
Truckdriver class 1(see notes)	1/1/2024		\$34.93	\$22.71	\$57.64
Truckdriver class 1(see notes)	1/1/2025		\$36.43	\$23.21	\$59.64
Truckdriver class 1(see notes)	1/1/2026		\$37.93	\$23.71	\$61.64
Truckdriver class 2 (see notes)	1/1/2023		\$33.64	\$22.52	\$56.16
Truckdriver class 2 (see notes)	1/1/2024		\$35.39	\$23.02	\$58.41
Truckdriver class 2 (see notes)	1/1/2025		\$36.89	\$23.52	\$60.41
Truckdriver class 2 (see notes)	1/1/2026		\$38.39	\$24.02	\$62.41
Truckdriver class 3 (see notes)	1/1/2019		\$29.59	\$19.82	\$49.41

COMMONWEALTH OF PENNSYLVANIA
COMMONWEALTH FINANCING AUTHORITY GRANT



Commonwealth Financing Authority
Harrisburg PA. 17120

April 28, 2023

Randy Datsko, Mayor
Ebensburg Borough
300 West High Street
Ebensburg, PA 15931

RE: Local Share Account Program (\$134,600)
Ebensburg Borough Pool Renovation Project

Dear Mayor Datsko:

I am pleased to inform Ebensburg Borough (*the "Applicant"*) that the Commonwealth Financing Authority (*the "CFA"*), at its meeting held March 16, 2023, approved your application (*the "Application"*) for a grant in the amount of ONE HUNDRED THIRTY-FOUR THOUSAND SIX HUNDRED DOLLARS (\$134,600) (*the "Grant"*). The Application has been approved based upon and in accordance with the terms and the representations made therein.

The grant will be used for renovations costs associated with the Ebensburg Borough Pool Renovation (*the "Project"*) located in Ebensburg Borough, Cambria County, Pennsylvania.

This Grant offer is subject to the following conditions:

1. The Applicant must provide the CFA with copies of all executed contracts for all Project-related work to be performed. All contracts must contain the nondiscrimination/sexual harassment provision enclosed as Exhibit A, a certificate of insurance, and performance and payment bonds.
2. Prevailing wage requirements are generally applicable to projects using grant funds toward construction, demolition, reconstruction, alteration, repair work, renovations, build-out, and installation of machinery and equipment in excess of \$25,000. Any questions as to prevailing wage obligations and whether they apply to your project should be directed to the Bureau of Labor Law Compliance at (717) 787-0606. Exhibit B provides additional information regarding the Pennsylvania Prevailing Wage Act.

3. The Applicant must provide the CFA with satisfactory evidence that all taxes and other monies due and owing to the Commonwealth of Pennsylvania are paid current, unless any of said taxes or other payments are being contested, in which case, the CFA may require that funds be escrowed to pay said taxes or other payments in the event of any adverse decision.
4. Once the Applicant has agreed to the terms of this commitment letter and the grant agreement, the Applicant may begin incurring costs associated with the Project as of the date of CFA approval, which is March 16, 2023.
5. The Applicant must comply with Local Share Account Program Guidelines, which may be viewed at dced.pa.gov.
6. The Applicant is responsible for seeking competitive bids for all work conducted with the Grant funds. In addition, the Applicant must comply with all applicable federal, state and local laws and regulations dealing with bidding and procurement, if applicable.
7. The CFA reserves the right to approve or reject contracts between the Applicant and consultants or contractors for work that will be paid for with Grant funds.
8. The Applicant may not make or authorize any substantial change in an approved Project without first obtaining the consent of the CFA in writing.
9. The Applicant must maintain full and accurate records with respect to the Project. The CFA shall have free access to such records and to inspect all Project work, and other relative data and records. Upon request of the CFA, the Applicant must furnish all data, reports, contracts, documents, and other information relevant to the project as may be requested.
10. The Applicant will comply with the reporting requirements detailed in Exhibit C, if applicable.

Exhibit D further describes the procedure to access the Local Share Account Program Grant funds after all of the necessary conditions are met.

If you should have any questions regarding this grant, please contact the Center for Community Enhancement, at (717) 787-6245.

Sincerely,



Mandy L. Book
Executive Director
Commonwealth Financing Authority

EXHIBIT A:

NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

During the term of the Contract, the Applicant (known herein as "Grantee") agrees as follows:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the grant agreement or any subgrant agreement, contract, or subcontract, the Grantee, a subgrantee, a contractor, a subcontractor, or any person acting on behalf of the Grantee shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
2. The Grantee, any subgrantee, contractor or any subcontractor or any person on their behalf shall not in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any of its employees.
3. Neither the Grantee nor any subgrantee nor any contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under the grant agreement, subgrant agreement, contract or subcontract.
4. Neither the Grantee nor any subgrantee nor any contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the *Public Employee Relations Act*, *Pennsylvania Labor Relations Act* or *National Labor Relations Act*, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
5. The Grantee, any subgrantee, contractor or any subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the grant services are performed shall satisfy this requirement for employees with an established work site.
6. The Grantee, any subgrantee, contractor or any subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against any subgrantee, contractor, subcontractor or supplier who is qualified to perform the work to which the grant relates.
7. The Grantee and each subgrantee, contractor and subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Grantee and each subgrantee, contractor and subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers' subject to *Title VII of the Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Grantee, any subgrantee, any contractor or any subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the granting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for the purpose of ascertaining compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause.

8. The Grantee, any subgrantee, contractor or any subcontractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subgrant agreement, contract or subcontract so that those provisions applicable to subgrantees, contractors or subcontractors will be binding upon each subgrantee, contractor or subcontractor.
9. The Grantee's and each subgrantee's, contractor's and subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the grant agreement through the termination date thereof. Accordingly, the Grantee and each subgrantee, contractor and subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the grant agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.
10. The Commonwealth may cancel or terminate the grant agreement and all money due or to become due under the grant agreement may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the granting agency may proceed with debarment or suspension and may place the Grantee, subgrantee, contractor, or subcontractor in the Contractor Responsibility File.

EXHIBIT B:

PENNSYLVANIA PREVAILING WAGE ACT

In the event that grant funds will be used for a public work project, the Prevailing Wage Act (PWA) may apply. The PWA requires that not less than the prevailing minimum wages be paid to all workmen employed on "public work" as defined in the PWA. Information on the PWA and the definition of "public work" may be found at www.dli.state.pa.us/laborlaw by clicking on the link to Prevailing Wage Act.

The Act's definition of "public work" has been applied to projects undertaken by private entities, but receiving government assistance.

The PWA does not apply to the installation of equipment or machinery that is not a fixture, although any building construction/renovations to accommodate the equipment/machinery could be covered.

The PWA also does not apply to work performed by the project-owner's in-house employees, as opposed to work done by contractors or subcontractors.

The full PWA can be found at 43 P.S. sections 165-1 through 165-17.

Please contact L&I's Bureau of Labor Law Compliance (717-787-3681) with questions about the PWA and/or if you would like L&I's assistance in determining if the PWA applies to this project.

Information on applying for prevailing wage rates can be found at www.dli.state.pa.us/laborlaw. From that webpage, click the links to Prevailing Wage or Prevailing Wage Act. You will see a link for "Online Prevailing Wage Application & Rate Search." Follow that link to Prevailing Wage Rates Determination Request Form to submit the request electronically or print Prevailing Wage Rates Determination Request Form to submit by mail or fax.

EXHIBIT C:

ACT 1 OF 2010 LOCAL SHARE ASSESSMENT REPORTING REQUIREMENTS

Pennsylvania counties and municipalities are required by Act 1 of 2010 to report to the Department of Community and Economic Development all distributions of local share assessments, such as funds received under the LSA Program, on an annual basis. The report must include:

- Amount and use of funds received by the municipality or county in the prior calendar year. This applies each year funds are disbursed from the grant.
- A description of how the funds were used; either deposited in a general fund or committed to a specific use or project. If specific use or project, a narrative is required.

To access the online reporting form and additional instructions, please visit: <http://dced.pa.gov/lsr>.

Only one report will be submitted per municipality or county. All governmental authorities of a particular municipality or county (e.g. Redevelopment Authority, Industrial Development Authority, Water Authority, etc.) are required to coordinate and submit a singular report.

EXHIBIT D:

LOCAL SHARE ACCOUNT PROGRAM - INSTRUCTIONS FOR RECEIVING GRANT FUNDS

As indicated in your Local Share Account Program Grant Commitment Letter, the grant award is contingent upon receipt and execution of documents as stated in the email and letter. Failure to accomplish this may result in the rescission of your Grant, as required by applicable law. Listed below are the steps you must follow.

GRANT AGREEMENT

The Grant Agreement will be received electronically. Upon receipt, complete the electronic signature process within the allotted timeframe. A fully executed copy of the grant agreement will be emailed to you with a copy of a payment request form for requesting payment.

PAYMENT REQUESTS

The CFA requires the Applicant to provide completed payment request forms to request reimbursement of any eligible costs after the full execution of the grant agreement. The payment request forms must indicate whether the costs have been "paid" or "incurred" at the time of request and be accompanied by invoices verifying the costs incurred for the Project. Submit to the CFA all executed construction contracts, which must include the nondiscrimination/sexual harassment provision as set forth in the Grant Agreement and any other documents required in the Grant Award Letter. Please note:

- Where applicable, comply with the Pennsylvania Prevailing Wage Act which requires that the specifications for every contract for public work to which a public body is a party contain a provision that the prevailing wage rate be paid to workmen employed in the performance of the contract.
- The Applicant agrees to provide public liability, property damage and workmen's compensation insurance, against any and all claims arising out of the activities undertaken pursuant to the grant which are to any extent financed by the funds from this Grant. The Applicant agrees to maintain such insurance and to name the CFA as a named insured on such policies of insurance. Further, the Applicant agrees to notify the CFA of any change or cancellation of such insurance policies.
- The Applicant may only request reimbursement for eligible, as outlined in the approved LSA Program Guidelines, *and* approved, as indicated by the approved Application budget and Appendix A, project costs.

Final invoices must be submitted following the completion of the Project for **costs incurred prior to the end of the contract activity period. Costs incurred after the activity period ends are not eligible for reimbursement.**

All payment requests and invoices must be submitted no later than 60 days after completion of all Project activities or the grant termination date, whichever comes first.

Contract: C000085720 - Signature Log

	<u>Date</u>	<u>Name</u>	<u>Title</u>
Grantee	05/11/2023	Doug Tusing	Council President
Grantee	05/11/2023	Randy Datsko	Mayor
Chief Counsel	05/12/2023	Souder, Sarah	CWOPA Employee
Executive	05/12/2023	Book, Mandy	CWOPA Employee
OAG	05/30/2023	Katherine Zimmermann	OAG

**BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES**

Project Name:	Pool Rehabilitation
Awarding Agency:	Borough of Ebensburg
Contract Award Date:	9/25/2023
Serial Number:	23-07536
Project Classification:	Building/Heavy/Highway
Determination Date:	9/7/2023
Assigned Field Office:	Altoona
Field Office Phone Number:	(814)940-6224
Toll Free Phone Number:	
Project County:	Cambria County

Contract No: C000085720

**COMMONWEALTH OF PENNSYLVANIA
COMMONWEALTH FINANCING AUTHORITY**

LOCAL SHARE ACCOUNT GRANT CONTRACT

This Contract, is entered into by and between the Commonwealth of Pennsylvania (the "Commonwealth"), acting through the Commonwealth Financing Authority (the "Grantor"), and

**EBENSBURG BOROUGH
300 West High Street
Ebensburg PA 15931**

(the "Grantee").

BACKGROUND:

Sections 13A63, 13B20.5, 13B52, 13B53, 13C63, 1403, and 4103 of the Act of July 5, 2004 (P.L. 572, No. 71), known as the PA Race Horse Development and Gaming Act (the "Act"), as amended by the Act of November 1, 2006 (P.L. 1243, No. 135), the Act of January 7, 2010 (P.L. 1, No. 1), and the Act of October 30, 2017 (P.L. 419, No. 42), authorizes the Commonwealth Financing Authority to make direct grants to the municipalities, counties, economic development authorities, redevelopment authorities and other eligible entities located within counties of the third class and counties of the fifth through eighth class for eligible activities based upon the category of licensed facility, the type of racetrack at the licensed facility, and the county classification; and

The General Assembly of the Commonwealth has appropriated funds to the Grantor to carry out the provisions of the Act.

NOW, THEREFORE, in consideration of the foregoing, and subject to the conditions contained herein, the parties hereto intending to be legally bound hereby, do covenant and agree for themselves, their respective successors and assignees as follows:

**ARTICLE I
AMOUNT OF THE CONTRACT**

Subject to the terms of this Grant, the Grantor hereby makes available to the Grantee out of funds appropriated a grant in the sum of ONE HUNDRED THIRTY FOUR THOUSAND, SIX HUNDRED DOLLARS (\$134,600.00) AND NO CENTS----- or such portion thereof as may be required by the Grantee and authorized by the Grantor, subject to the condition that it shall be used by the Grantee to carry out the activities described in the application submitted by the Grantee and as approved by the Grantor, and which is incorporated herein by reference. In addition, this Grant shall be subject to Appendix A,

Project Description and Special Conditions, and Appendix B, Budget Summary, which are attached hereto and incorporated herein.

**ARTICLE II
EFFECTIVE DATES**

The term of this Grant shall commence on the Effective Date (as defined below) and shall end on JUNE 30, 2026, subject to the other provisions of this Grant.

The Effective Date shall be the date the fully executed Grant is sent to the Grantee. A fully executed contract is one that has been signed by the Grantee and by the Grantor and contains all approvals required by Commonwealth contracting procedures.

This Grant is not binding in any way, nor will the Commonwealth be bound, until this document has been fully executed and sent to the Grantee. Any cost incurred by the Grantee prior thereto are incurred at the Grantee's risk.

**ARTICLE III
PAYMENT PROVISIONS AND FISCAL RESPONSIBILITIES**

(a) The Grantor agrees to pay the Grantee for eligible project costs incurred under this Grant between MARCH 16, 2023 and JUNE 30, 2026 (the "Grant Activity Period") as follows:

(1) Subject to the availability of state funds and other terms and conditions of this Grant, the Grantor will reimburse the Grantee based upon the Grantor's determination of the Grantee's needs and in accordance with the proposed budget as set forth in Appendix B.

The Grantor may pay the Grantee for eligible project costs at intervals to be determined by the Grantor. Under no circumstances shall the Commonwealth or the Grantor be liable for any expenditure exceeding the amount stated in this Grant or amendments hereto.

The Grantor shall have the right to disapprove any expenditure made by the Grantee which is not in accordance with the terms of this Grant and the Grantor may adjust payment to the Grantee accordingly.

(2) Initial payments to the Grantee to perform the activities under this Grant and all other payments shall be made on invoice forms and in accordance with instructions provided by the Grantor.

To receive payments under this Grant, the Grantee shall submit requests for payment based on the Grantee's estimate of expenditures, at intervals as determined by the Grantee to meet disbursement needs. Unless otherwise instructed by the Grantor, this estimate may not exceed the current disbursement needs of the Grantee in order that the amount of cash on hand and available to the Grantee is as close to daily needs as administratively feasible. The Grantor may, however, set a minimum payment level or amount for each request for payment.

(b) Conditions for Payment:

- (1) Grant payments under this Grant shall be conditioned upon the completion of any Special Conditions set forth in Appendix A or otherwise incorporated into this Grant.
- (2) Costs allocated to program administration shall be limited to those set forth in the project budget or as otherwise revised in accordance with the amendment provisions of this Grant set forth in the Article entitled Amendments and Modifications.
- (3) Payment by the Commonwealth and all other terms of this Grant are subject to the effect of any federal deficit reduction legislation upon the availability of funds awarded by this Grant.

(c) The Grantee shall charge to the project account all approved costs of the project. All such costs, including activities contributed by the Grantee or others and charged to the project account, shall be supported by properly executed vouchers or other records indicating in proper detail the nature and propriety of the charge.

(d) Conditions for Repayment of Grant Funds:

- (1) Misuse or Failure to Use Funds.
 - (A) The Grantee agrees that it will use the funds granted hereunder, or as much as may be necessary, to carry out the aforesaid project in accordance with the terms of this Grant. If after all or any part of the funds has been paid to the Grantee and the Grantee shall fail to carry out the activities, the Grantee shall repay the Grantor the funds theretofore paid.
 - (B) If the Grantee does not use all or a portion of the funds paid under the terms of this Grant for purposes of and in accordance with this Grant, the Grantee shall be liable to the Grantor for the amount of funds unused or improperly used and shall return said funds to the Grantor.
 - (C) In the event the Grantor shall be entitled to repayment of all or a portion of the funds granted herein, the repayment shall include all interest, income, accumulations and the monetary equivalent of

any appreciation in value of any property (real, personal or mixed) purchased with the funds granted them. A check shall be written, payable to the Commonwealth of Pennsylvania, and forwarded to the Grantor for: (1) the principal and (2) the total of any such interest, income, accumulations or appreciation in value.

(2) Violation of the Prohibition of Illegal Alien Labor on Assisted Projects Act.

In the event that the Grantee

- (i) knowingly employs, or knowingly permits any of its subcontractors to knowingly employ, the labor services of an illegal alien on activities funded in whole or in part by grants or loans issued by an executive agency of the Commonwealth of Pennsylvania; and
- (ii) the Grantee or any of its subcontractors are sentenced under Federal law for an offense involving knowing use of labor by an illegal alien on activities funded in whole or in part by grants or loans issued by an executive agency of the Commonwealth of Pennsylvania,

the Grantee shall repay to the Grantor all grant funds received by the Grantee from the Grantor pursuant to this Grant. A check shall be written, payable to the Commonwealth of Pennsylvania, and forwarded to the Grantor.

**ARTICLE IV
BONDING, INSURANCE AND TAX LIABILITY REQUIREMENTS**

(a) Hold Harmless:

The Grantee shall hold the Commonwealth harmless from and indemnify the Commonwealth against any and all claims, demands and actions based or arising out of any activities performed by the Grantee and its employees and agents under this Grant; and shall defend any and all actions brought against the Commonwealth based upon any such claims or demands. It is understood and agreed that the Grantee's standard liability insurance policies shall protect, or shall be endorsed to protect, the Commonwealth from claims of bodily injury and/or property damage arising out of any activities performed by the Grantee or its employees or agents under this Grant, including business and non-business invitees, and their property and all other property sustaining damage as a direct or indirect result of the execution of this project when validly present on Grantee's premises whether or not actually engaged in the project at the time the claim inures. Such policies shall not include any provision limiting then existing sovereign immunity of the Commonwealth or of its agents or employees. Upon request, the Grantee shall furnish to the Grantor proof of insurance as required by this paragraph.

(b) Other Liability Requirements:

The Grantee shall provide workers' compensation insurance where the same is required and shall accept full responsibility for the payment of premiums for workers' compensation and social security and any other taxes or payroll deductions required by law for its employees who are performing activities specified by this Grant.

**ARTICLE V
COMPLIANCE WITH APPLICABLE STATUTES AND REGULATIONS**

All activities authorized by this Grant shall be performed in accordance with applicable statutes, regulations, conditions, directives, guidelines and such additional requirements as may be attached hereto as Appendix C or are otherwise provided by the Grantor. The Grantee acknowledges that this Grant is subject to all requirements set forth herein and further agrees that it will comply with future requirements determined by the Grantor as necessary.

(a) Compliance with State Statutes and Regulations:

The Grantee also agrees to comply with all applicable state statutes and regulations.

(b) Nondiscrimination/Sexual Harassment Provisions:

The Grantee agrees:

- (1) In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the grant agreement or any subgrant agreement, contract, or subcontract, the Grantee, a subgrantee, a contractor, a subcontractor, or any person acting on behalf of the Grantee shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the Pennsylvania Human Relations Act (PHRA) and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
- (2) The Grantee, any subgrantee, contractor or any subcontractor or any person on their behalf shall not in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any of its employees.
- (3) Neither the Grantee nor any subgrantee nor any contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable

federal laws, in the provision of services under the grant agreement, subgrant agreement, contract or subcontract.

- (4) Neither the Grantee nor any subgrantee nor any contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the Public Employee Relations Act, Pennsylvania Labor Relations Act or National Labor Relations Act, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
- (5) The Grantee, any subgrantee, contractor or any subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the grant services are performed shall satisfy this requirement for employees with an established work site.
- (6) The Grantee, any subgrantee, contractor or any subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against any subgrantee, contractor, subcontractor or supplier who is qualified to perform the work to which the grant relates.
- (7) The Grantee and each subgrantee, contractor and subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Grantee and each subgrantee, contractor and subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers' subject to Title VII of the Civil Rights Act of 1964, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Grantee, any subgrantee, any contractor or any subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the granting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for the purpose of ascertaining compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause.

- (8) The Grantee, any subgrantee, contractor or any subcontractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subgrant agreement, contract or subcontract so that those provisions applicable to subgrantees, contractors or subcontractors will be binding upon each subgrantee, contractor or subcontractor.
- (9) The Grantee's and each subgrantee's, contractor's and subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the grant agreement through the termination date thereof. Accordingly, the Grantee and each subgrantee, contractor and subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the grant agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.
- (10) The Commonwealth may cancel or terminate the grant agreement and all money due or to become due under the grant agreement may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the granting agency may proceed with debarment or suspension and may place the Grantee, subgrantee, contractor, or subcontractor in the Contractor Responsibility File.

(c) Compliance with the State Contractor Responsibility Program:

For the purpose of these provisions, the term Contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth of Pennsylvania (Commonwealth). The term Contractor includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.

- (1) The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.
- (2) The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.
- (3) The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to

inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.

- (4) The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.
- (5) The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- (6) The Contractor may search the current list of suspended and debarred Commonwealth contractors by visiting the eMarketplace website at <http://www.emarketplace.state.pa.us> and clicking the Debarment List tab.

(d) Compliance with the Offset Provision for Commonwealth Grants:

The Grantee agrees that the Commonwealth may set off the amount of any state tax liability or other debt of the Grantee or its subsidiaries that is owed to the Commonwealth and is not being contested on appeal, against any payments due the Grantee under this or any other contract with the Commonwealth.

(e) Compliance with The Americans with Disabilities Act:

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, supplier, or grantee, who will furnish or perform or seeks to furnish or perform, goods, supplies, services, construction or other activity, under a purchase order, contract, or grant with the Commonwealth of Pennsylvania (Commonwealth).

During the term of this agreement, the contractor agrees as follows:

- (1) Pursuant to federal regulations promulgated under the authority of the Americans with Disabilities Act, 28 C. F. R. § 35.101 et seq., the contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this

agreement or from activities provided for under this agreement. As a condition of accepting and executing this agreement, the contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 C. F. R. § 35.130, and all other regulations promulgated under Title II of the Americans with Disabilities Act which are applicable to the benefits, services, programs, and activities provided by the Commonwealth through contracts with outside contractors.

- (2) 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 1.

(f) Compliance with Anti-Pollution Regulations:

The Grantee and its subcontractors agree that in the performance of their obligations under this Grant they shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations.

(g) Contractor Integrity Provisions:

It is essential that those who seek to contract with the Commonwealth of Pennsylvania ("Commonwealth") observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth contracting and procurement process.

- (1) Definitions. For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:

(A) "Affiliate" means two or more entities where:

- (i) a parent entity owns more than fifty percent of the voting stock of each of the entities; or
- (ii) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or
- (iii) the entities have a common proprietor or general partner.

(B) "Consent" means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the

Commonwealth shall be deemed to have consented by virtue of the execution of this contract.

- (C) "Contractor" means the individual or entity that has entered into this contract with the Commonwealth.
 - (D) "Contractor Related Parties" means any affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.
 - (E) "Financial Interest" means either:
 - (i) Ownership of more than a five percent interest in any business; or
 - (ii) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
 - (F) "Gratuity" means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the Governor's Code of Conduct, Executive Order 1980-18, the 4 Pa. Code §7.153(b), shall apply.
 - (G) "Non-bid Basis" means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.
- (2) In furtherance of this policy, Contractor agrees to the following:
- (A) Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.
 - (B) Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the

Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.

- (C) Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.
- (D) Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.
- (E) Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:
 - (i) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
 - (ii) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
 - (iii) had any business license or professional license suspended or revoked;
 - (iv) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud,

extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and

- (v) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the Commonwealth will determine whether a contract may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to immediately notify the Commonwealth in writing if at any time during the term of the contract if becomes aware of any event which would cause the Contractor's certification or explanation to change. Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.

- (F) Contractor shall comply with the requirements of the Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.) regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a).
- (G) When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.
- (H) Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or

requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

- (I) Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.

- (J) For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim

damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

(h) Compliance with the Prohibition of Illegal Alien Labor on Assisted Projects Act.

Pursuant to the Act of May 11, 2006 (P.L. 173, No. 43), known as the Prohibition of Illegal Alien Labor on Assisted Projects Act, the Grantee shall not knowingly employ, or knowingly permit any of its subcontractors to knowingly employ, the labor services of an illegal alien on activities funded in whole or in part by a grant or loan issued by an executive agency of the Commonwealth of Pennsylvania.

In the event that the Grantee

- (A) knowingly employs, or knowingly permits any of its subcontractors to knowingly employ, the labor services of an illegal alien on activities funded in whole or in part by grants or loans issued by an executive agency of the Commonwealth of Pennsylvania; and
- (B) the Grantee or any of its subcontractors are sentenced under Federal law for an offense involving knowing use of labor by an illegal alien on activities funded in whole or in part by grants or loans issued by an executive agency of the Commonwealth of Pennsylvania,

the Grantee shall:

- (A) repay to the Grantor all grant funds received by the Grantee from the Grantor pursuant to this Grant, and
- (B) be ineligible to apply for any Commonwealth grant or loan for a period of two years.

(i) Right to Know Law Provisions

- (1) The Grantee or Subgrantee understands that the Grant Agreement and records related to or arising out of the Grant Agreement are subject to requests made pursuant to the Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL"). For the purpose of these provisions, the term "the Commonwealth" shall refer to the Commonwealth Financing Authority.

- (2) If the Commonwealth needs the Grantee's or Subgrantee's assistance in any matter arising out of the RTKL related to this Grant Agreement, it shall notify the Grantee or Subgrantee using the legal contact information provided in the Grant Agreement. The Grantee or Subgrantee, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
- (3) Upon written notification from the Commonwealth that it requires Grantee's or Subgrantee's assistance in responding to a request under the RTKL for information related to this Grant Agreement that may be in Grantee's or Subgrantee's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), Grantee or Subgrantee shall:
 - (A) Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in Grantee's or Subgrantee's possession arising out of this Grant Agreement that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
 - (B) Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Grant Agreement.
- (4) If Grantee or Subgrantee considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that Grantee or Subgrantee considers exempt from production under the RTKL, Grantee or Subgrantee must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of Grantee or Subgrantee explaining why the requested material is exempt from public disclosure under the RTKL.
- (5) The Commonwealth will rely upon the written statement from Grantee or Subgrantee in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, Grantee or Subgrantee shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth's determination.
- (6) If Grantee or Subgrantee fails to provide the Requested Information within the time period required by these provisions, Grantee or Subgrantee shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of Grantee's or Subgrantee's failure, including any statutory damages assessed against the Commonwealth.

- (7) The Commonwealth will reimburse Grantee or Subgrantee for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.
- (8) Grantee or Subgrantee may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, Grantee or Subgrantee shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of Grantee's or Subgrantee's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, Grantee or Subgrantee agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.
- (9) The Grantee's or Subgrantee's duties relating to the RTKL are continuing duties that survive the expiration of this Grant Agreement and shall continue as long as the Grantee or Subgrantee has Requested Information in its possession.

**ARTICLE VI
ASSIGNMENT, TRANSFER, COLLATERAL USE**

This Grant shall be binding upon and inure to the benefit of the Grantor, the Grantee, and their respective successors and assigns, except that the Grantee may not assign or transfer its rights hereunder without the prior written consent of the Grantor. Approval of an assignment does not establish any legal relationship between the Commonwealth or the Grantor and any other third party, and under no circumstances shall the Commonwealth be held liable for any act or omission committed pursuant to such an assignment.

**ARTICLE VII
INDEPENDENT CONTRACTOR**

Notwithstanding anything contained herein to the contrary, the rights and duties hereby granted to and assumed by the Grantee are those of an independent contractor only. Nothing contained herein shall be so construed as to create an employment, agency or partnership relationship between the Grantor and the Grantee.

**ARTICLE VIII
INTEREST OF PARTIES AND OTHERS**

No officer, member, employee, independent contractor or elected official of the Authority and no member of its governing body who exercises any functions or responsibilities in the review or approval of activities being performed under this Grant shall participate in any decision relating to this Grant which affects his/her personal

interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested. Nor shall any such officer, member, elected official or employee of the Commonwealth or any member of its governing body have any interest direct or indirect in this Grant or the proceeds thereof.

The Grantee covenants that the Grantee (including directors, officers, members and employees of the Grantee) presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of activities required to be performed under this Grant. The Grantee further covenants that no person having any such interest shall be employed in the performance of activities for this Grant.

The Grantee represents and warrants that no elected state official or any employee of the Grantor or a member of such elected state official's or the Grantor's employee's immediate family (parent, spouse, domestic partner, child, brother or sister, daughter-in-law or son-in-law, or grandchild), or any entity in which any such person shall have an ownership interest of 5% or greater, or in which entity such person shall have a controlling interest, has received or will receive a direct or indirect pecuniary benefit from or as a result of the full execution of this Grant. Further, the Grantee represents and warrants that it has not and will not enter into any contract for goods or services with the persons enumerated above using any funds made available to Grantee under this Grant.

ARTICLE IX SUBCONTRACTS

The Grantee shall not execute or concur in any subcontract with any person or entity in any respect concerning the activities herein without prior written approval of the Grantor. Such prior written approval shall not be required for the purchase by the Grantee of articles, supplies, equipment and activities which are both necessary for and merely incidental to the performance of the work required under this Grant. The Grantee shall not execute or concur in any subcontract declared disapproved by the Grantor. A subcontractor shall be automatically disapproved, without a declaration from the Grantor, if the subcontractor is currently or becomes suspended or debarred by the Commonwealth or the federal government. In any event, the Grantee shall be responsible for the quantity and quality of the performance of any of its subcontracts.

All subcontracts must contain provisions of nondiscrimination/sexual harassment as specified in the Article entitled Compliance with Applicable Statutes and Regulations, subsection (b). In addition, all subcontracts involving the pass through of Grant funds to subrecipients must include the contract closeout requirements contained in the Article entitled Contract Closeout Requirements. The Grantee is responsible for ensuring that copies of cancelled checks are received from subcontractors verifying the payment of eligible project costs incurred in accordance with the terms of this Contract, and, in the event that the Commonwealth audits this Contract, for resolving any findings contained in any audit reports. All costs deemed unallowable in any audit report involving the pass through of Grant funds to subrecipients are required to be returned to the Grantor through the Grantee.

ARTICLE X

BIDDING REQUIREMENTS

If the Grantee is a political subdivision or other entity for which open and competitive bidding procedures have been established by law, the Grantee shall comply with those procedures if they are applicable to the project being funded with the grant funds. Otherwise, the Grantee shall comply with open and competitive bidding procedures in awarding any and all grants, subgrants, contracts, subcontracts or other agreements in excess of \$10,000.00 for construction, reconstruction, demolition, alteration and/or repair, for acquisition of machinery and equipment, or for engagement of the services of a professional consultant, when said grants, subgrants, contracts, subcontracts or other agreements are funded in whole or at least 50% in part with funds made available under this Grant. The Grantor may require the Grantee to submit proof of compliance with said procedures, and failure to provide such proof to the satisfaction of the Grantor may result in termination of the Grant and repayment of all or a portion of the funds available under this Grant. Upon written request and for good cause shown, the Grantor may, at the Grantor's sole discretion, permit the Grantee to use an alternative procedure for solicitation of bids not inconsistent with law.

ARTICLE XI RECORDS

The Grantee, using accepted procedures, shall maintain at its principal office or place of business complete and accurate records and accounts including documents, correspondence and other evidence pertaining to costs and expenses of this Grant, and reflecting all matters and activities covered by this Grant.

At any time during normal business hours and as often as the Grantor deems necessary, the Grantee shall make available for inspection by the Grantor, the Commonwealth Auditor General, the Commonwealth Attorney General, or the Comptroller General of the United States, or their duly authorized representative, all of its records with respect to all matters covered by this Grant and will permit the Grantor to audit, examine and make copies of such records.

All required records shall be maintained by the Grantee for a period of five (5) years from the date of final audit or close out of this Grant by the Grantor, except in those cases where unresolved audit questions may require maintaining some or all records for a longer period. In such event, records shall be maintained until all pending matters are resolved.

ARTICLE XII PROGRESS REPORTS

The Grantee and its subcontractors shall furnish to the Grantor such progress reports in such form and quantity as the Grantor may from time to time require, including, but not limited to, status reports of the project, project account statements, certificates, approvals, proposed budgets, invoices, copies of all contracts executed and proposed, employment placements, follow-up reports and any and all other information relative to the Grant as may be requested. The Grantor or its representative shall have the right to make reasonable inspections to monitor the Grantee's performance under this Grant.

In the event that the Grantor determines that the Grantee or its subcontractor(s) has not furnished such reports as required by the Grantor, the Grantor, by giving written notice to the Grantee, may suspend payments under this Grant until such time as the required reports are submitted.

**ARTICLE XIII
ACKNOWLEDGMENT OF COMMONWEALTH ASSISTANCE**

Any publication concerning a project financed by the Grantor will acknowledge Commonwealth financial assistance as follows:

“This Project was financed *[in part]* by a grant from the Commonwealth of Pennsylvania, Commonwealth Financing Authority.” Signs acknowledging said Commonwealth financial assistance or administrative participation will be erected in the project area as soon as possible after the effective date of this Grant. Acknowledgment of Commonwealth financial assistance may be combined with acknowledgment of other funding sources on project signs or in project publications.

**ARTICLE XIV
CONTRACT CLOSEOUT REQUIREMENTS**

Unless otherwise directed in writing by the Grantor, the Grantee shall, within 45 days of the Grantee's receipt of the final payment of grant funds under this Contract, submit copies of cancelled checks verifying the payment of eligible project costs incurred in accordance with the terms of this Contract and copies of cancelled checks verifying the expenditure of any required matching funds.

All terms and conditions of this Contract will remain in effect and be binding upon the parties thereto until all cancelled checks, totaling the entire amount of grant funds received by the Grantee under this Contract and the entire amount of required matching funds, are submitted and accepted by the Grantor.

The Commonwealth reserves the right for state agencies or their authorized representative to perform audits of a financial or performance nature if deemed necessary. The costs for any such work performed by the state or federal agencies will be borne by those agencies at no additional expense to the Grantee. In the event that the Commonwealth audits this Contract, all costs deemed unallowable in any audit report are required to be returned by the Grantee to the Grantor.

**ARTICLE XV
TEMPORARY SUSPENSION OF THE CONTRACT**

Upon written notice and at any time during the period covered under this Grant, the Grantor may suspend payments and/or request suspension of all or any part of the Grant activities. The Grantor may give such notice to suspend for the following reasons:

- (a) Violations of laws and regulations, audit exceptions, misuse of funds, failure to submit required reports or when responsible public officials or private citizens make allegations of mismanagement, malfeasance or criminal activity.

- (b) When, in the opinion of the Grantor, the activities cannot be continued in such manner as to adequately fulfill the intent of statute or regulations due to act of God, strike or disaster.

During the term of suspension, the Grantor and Grantee shall retain and hold available any and all funds previously approved for application to the activities. During this period all such funds held by the Grantee shall be placed in an interest bearing program expenditures account. The Grantee may not expend any such funds during the period that the Grant is suspended except pursuant to order of a court of competent jurisdiction. The Grantee shall have the right to cure any default or other circumstance that is the basis for suspension of this Grant within a reasonable period of time.

This Grant is also conditioned upon complete performance by the Grantee of past agreements or contracts between the Grantor and the Grantee. Complete performance includes the Grantee's timely submission of the required final audit of past agreements or contracts to the Grantor. In the event that the Grantor determines that there has been incomplete performance of past agreements or contracts by the Grantee, the Grantor, by giving written notice to the Grantee, will suspend payments under this Grant until such time as the Grantee has fulfilled its obligations under past agreements or contracts to the satisfaction of the Grantor. When the Grantee has fulfilled its obligation under past agreements or contracts to the Grantor's satisfaction, the Grantor will resume payments under this Grant.

ARTICLE XVI TERMINATION OF THE CONTRACT

The Grantor may terminate this Grant at any time for its convenience or for any other reason if it determines that termination is in its best interests, or is otherwise appropriate, by giving written notice to the Grantee of such termination and specifying the effective date thereof. Termination pursuant to this section shall not be applicable to funds that the Grantee is legally or contractually obligated to pay as a result of project activities entered into prior to the date that it receives written notice of termination. All grant monies not legally or contractually obligated, plus accrued interest, shall be returned to the Grantor on or before the effective date of termination and all project records shall be made available to the Grantor.

ARTICLE XVII ENTIRE AGREEMENT

This Grant, when signed by all the parties hereto, constitutes the full and complete understanding and agreement of the parties of its express terms as provided above.

No provision of this Grant shall be construed in any manner so as to create any rights in third parties not party to this Grant. It shall be interpreted solely to define specific duties and responsibilities between the Grantor and the Grantee and shall not provide any basis for claims of any other individual, partnership, corporation, organization or municipal entity.

**ARTICLE XVIII
AMENDMENTS AND MODIFICATIONS**

A properly executed Grant amendment is required to change the termination date of this Grant, to change the Grant Activity Period, to amend the grant amount or to make major changes in the approved program scope, objectives or methods. Such an amendment must be executed if there is a significant change in the activities to be conducted under this Grant. Other revisions to the Project Description or Budget may be made upon written approval from the Grantor after prior written request of the Grantee; provided, the request is made by the Grantee and approved by the Grantor prior to the termination or expiration of the Grant.

**ARTICLE XIX
SEVERABILITY**

Should any section or any part of any section of this Grant be rendered void, invalid or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid, or unenforceable any other section or part of any section of this Grant.

**ARTICLE XX
CONSTRUCTION**

This Grant shall be interpreted and construed in accordance with federal law, where applicable, and with the laws of the Commonwealth. All of the terms and conditions of this Grant are expressly intended to be construed as covenants as well as conditions. The titles of the 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.

**ARTICLE XXI
NONWAIVER OF REMEDIES**

No delay or failure on the part of the Grantor in exercising any right, power or privilege hereunder shall affect such right, power or privilege; nor shall any single or partial exercise thereof or any abandonment, waiver, or discontinuance of steps to enforce such a right, power or privilege preclude any other or further exercise thereof, or the exercise of any other right, power or privilege. The rights and remedies of the Grantor hereunder are cumulative and concurrent and not exclusive of any rights or remedies which it might otherwise have. The Grantor shall have the right at all times to enforce the provisions of this Grant in accordance with the terms hereof notwithstanding any conduct or custom on the part of the Grantor in refraining from so doing at any time or times. The failure of the Grantor at any time or times to enforce its rights under such provisions, in accordance with the same, shall not be construed as having created a custom in any way or manner contrary to specific provisions of this Grant or as having in any way or manner modified or waived the same.

[Remainder of page left intentionally blank.]

IN WITNESS WHEREOF the parties hereunto have set their hands and seals on:

WITNESS:

EBENSBURG BOROUGH

GRANTEE: Please sign & complete at "X's" only



X "[Signature Affixed Electronically – see last page]"

X "[Signature Affixed Electronically – see last page]"

For Authority signatures only



Commonwealth Financing Authority

"[Signature Affixed Electronically – see last page]"
Executive Director

For Commonwealth signatures only

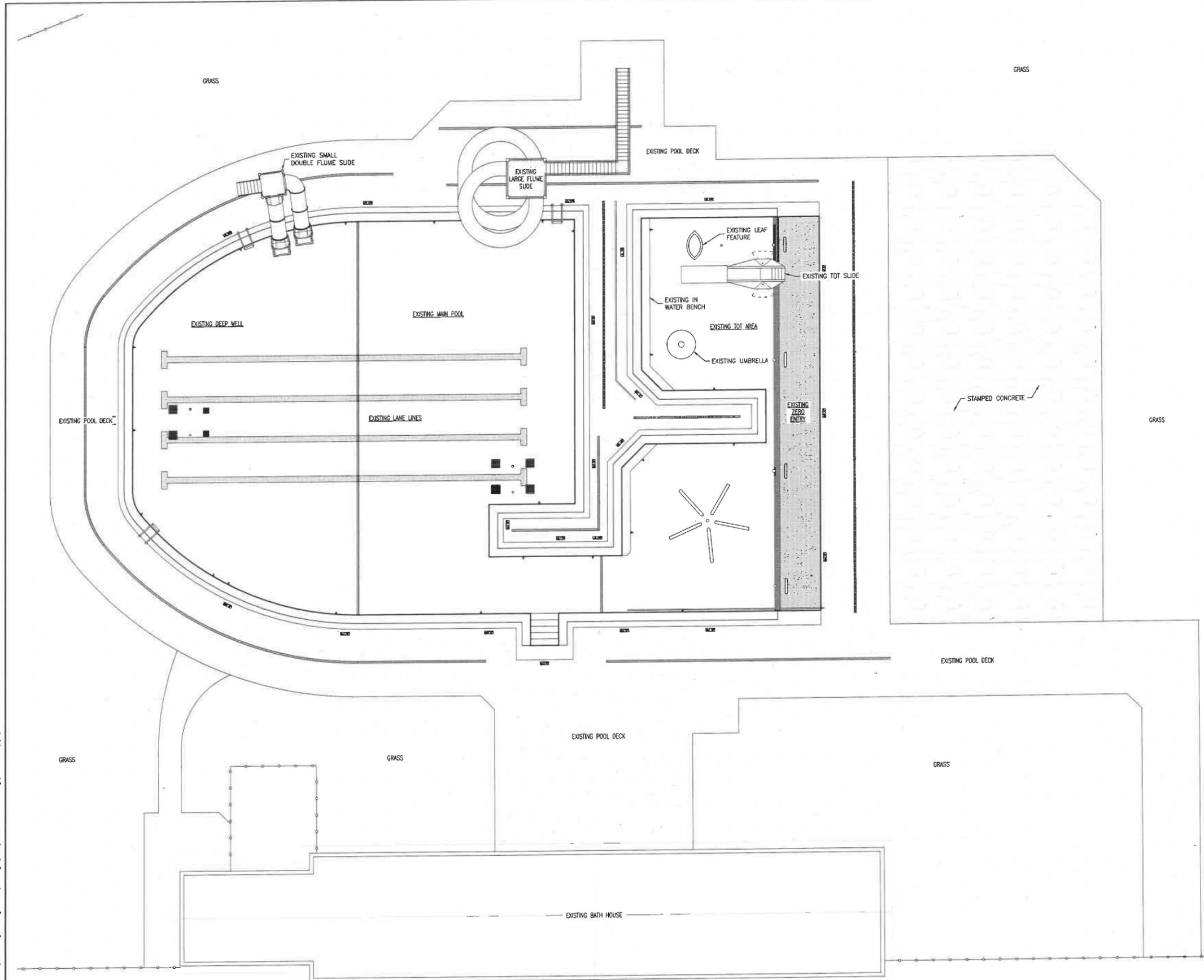


Approved as to Legality and Form

"[Signature Affixed Electronically – see last page]"
Authority Counsel

"[Signature Affixed Electronically – see last page]"
Office of Attorney General

\\sawer2018\VDI\Sawer\Borough Pool\Drawings\Xref\VDI TITLE BLOCK.dwg\Xref\Zerbe\8/27/2023



GENERAL NOTES:

1. ANY DISCREPANCIES IN DIMENSIONS ON DRAWINGS, OR CLARITY OF NOTES TO BE BROUGHT TO THE ATTENTION OF THE CONSULTANT FOR VERIFICATION.
2. ALL BIDDERS REQUIRED TO SUBMIT BID PRICES FOR ALL BIDS.
3. ALL CONSTRUCTION TO BE COMPLETED IN COMPLIANCE WITH ISPSIC, ANSI, NSF, NEC, AND ALL STATE AND LOCAL CODES, AS WELL AS THE IBC.
4. ALL EQUIPMENT/STRUCTURES SPECIFIC TO CURRENT WORK BEING PERFORMED TO BE GROUNDED/BONDED AS PER NEC AND ALL APPLICABLE CODES W/AN #8 BARE COPPER WIRE. CONTRACTOR IS RESPONSIBLE TO SUPPLY ANY SCHEMATIC DRAWINGS REQUIRED BY CODE ENFORCEMENT. CONTRACTOR TO HAVE GROUNDED/BONDING INSPECTED BY THIRD PARTY AND A CERTIFICATE ISSUED FOR VERIFICATION TO THE OWNER.
5. CONTRACTOR IS RESPONSIBLE FOR SUPPLYING AND INSTALLING ALL SAFETY SIGNAGE AS REQUIRED BY ALL STATE AND LOCAL CODES.
6. CONTRACTOR TO MAINTAIN DUMPSTERS ON SITE FOR ALL CONSTRUCTION DEBRIS AND EXCESS CONCRETE DEBRIS. NO BURIAL OF ANY TYPE OF DEBRIS OF ANY SIZE OR QUANTITY WILL BE PERMITTED.
7. BOROUGH TO SUPPLY POWER AND WATER TO SITE. CONTRACTOR TO MAINTAIN AND WINTERIZE THESE SYSTEMS IF APPLICABLE DURING CONSTRUCTION.

CONSTRUCTION NOTES:

1. RESTORATION OF EXISTING POOL TO CONSIST OF BUT NOT LIMITED TO:
 - A. REMEDIATION OF EXISTING GUTTER (180 LINEAL FEET).
 - B. SECTION REMOVAL AND REPLACEMENT OF 6" TILE LINE AT GUTTERS EDGE (180 LINEAL FEET).
 - C. REMOVAL AND REPLACEMENT OF TILE AND GROUT BED ON ZERO ENTRY.
 - D. RE-PLASTER ENTIRE POOL SHELL.
 - E. PURCHASE AND INSTALLATION OF REPLACEMENT TOT SLIDE PAD.
 - F. REMEDIATION OF RUST AND PAINTING OF EXISTING FLUME SLIDES.
2. ALL MATERIALS SHALL BE INSTALLED AND WORKPORTIONS CONSTRUCTED BY WORKERS SKILLED IN THEIR TRADES. ALL WORKPORTIONS SHALL PRESENT A NEAT AND MECHANICAL APPEARANCE, NOT ONLY IN COMPLETION, BUT AT EACH STEP AND SUB STEP OF CONSTRUCTION.
3. ALL CONCRETE MIXES TO BE SUBMITTED TO CONSULTANT FOR APPROVAL.
4. ENTIRE POOL TO BE BOND COATED AND RE-PLASTERED IN WHITE. PRIOR TO BOND COATING AND PLASTER, EXISTING PLASTER TO BE CHIPPED BACK FOR FULL DEPTH OF COATING AT ALL TILE LINES AND BOARDERS. WEAK OR LOOSE PLASTER TO BE REMOVED.
5. **ALT #1:** ALL SHELL VOIDS, WEAK, HOLLOW OR STAINED AREAS TO BE REPAIRED W/ A 50% WHITE BAR SAND / 50% WHITE PORTLAND W/ DARAWELD-C WOODFIER. ALL SHELL CRACKS TO BE V NOTCHED & REPAIRED.
6. **ALT #1:** ALL SURFACES TO BE PAINTED TO BE LITE ACID WASHED W/10% MURIATIC ACID/WATER SOLUTION. POOL TO BE PAINTED W/ 3 COATS OF SAU-SEA ECO-CHOICE PREMIUM ULTRA HIGH GLOSS RUBBER (COLOR: SNOW WHITE). ALL SLOPED AREAS TO RECEIVE NON-SKID TREATMENT.
7. ALL CURING COMPOUNDS IN MIX OR APPLIED TO CONCRETE MUST BE ACCEPTING OF PAINT AND APPROVED BY CONSULTANT.
8. CONCRETE/SHOTCRETE THAT IS TO ACCEPT PAINT REQUIRES A CURING TIME OF 30 DAYS PRIOR TO PAINTING. NO CURING COMPOUNDS TO BE USED ON THESE AREAS WITHOUT APPROVAL.
9. ALL TILE APPLICATIONS INCLUDING BORDER TILE TO BE BONDED WITH LATICRETE 254 THIN SET. GROUT TO BE LATICRETE 2544 FOR BORDERS AND SPECTRALOCK ON ZERO ENTRY. COLOR TO MATCH EXISTING.
10. ALL EXISTING TILE AND RACE LANES TO BE RE-GROUTED DURING MARCITE PROCESS OR WITH LATICRETE 2544 DURING PAINTING PROCESS.
11. ALL MATERIALS AND EQUIPMENT TO BE INSTALLED PER MANUFACTURERS GUIDE LINES.
12. BOROUGH IS RESPONSIBLE FOR BUILDING OR OTHER PERMIT FEES.
13. CONTRACTOR TO THOROUGHLY CLEAN THE ENTIRE SITE AT COMPLETION OF CONSTRUCTION AND HAVE POOL READY FOR WATER.
14. CONTRACTOR TO PROVIDE AS BUILT DRAWINGS IF ANY VARIATION FROM THE DESIGN IS APPROVED.
15. CONTRACTOR TO PROVIDE TILE AND GROUT SAMPLES TO DESIGNER PRIOR TO PURCHASE.

ALTERNATES:

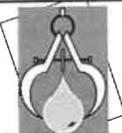
- ALTERNATE #1:**
SHELL REPAIR AND 3 COATS OF PAINT ON POOL SHELL IN LOU OF BASE BID RE-PLASTER.
- ALTERNATE #2:**
REMOVAL AND REPLACEMENT OF REMAINING 6" PERIMETER TILE BAND.
- ALTERNATE #3:**
REMOVAL AND REPLACEMENT OF DOUBLE FLUME SLIDE WITH NEW SINGLE FLUME SLIDE MIRACLE 185-105.

UNITARY PRICING NOTES:

1. CONTRACTOR TO PROVIDE A LINEAL FOOT PRICE OF THE 6" PERIMETER TILE REPLACEMENT BEYOND THE APPROXIMATE 180 FEET OF REPLACEMENT INCLUDED IN THE BASE BID WITH THE GUTTER EDGE.
2. CONTRACTOR TO PROVIDE A LINEAL FOOT PRICE OF GUTTER EDGE REPLACEMENT BEYOND THE 180 LINEAL FEET OF REPLACEMENT INCLUDED IN THE BASE BID.

BOROUGH SWIMMING POOL
151 SWIMMING POOL ROAD
EBENSBURG, PA, 15931

Aquatic Facility Design, Inc.
183 Moore Street
Millersburg, Pennsylvania 17061
1-800-680-SWIM FAX 1-717-692-0950



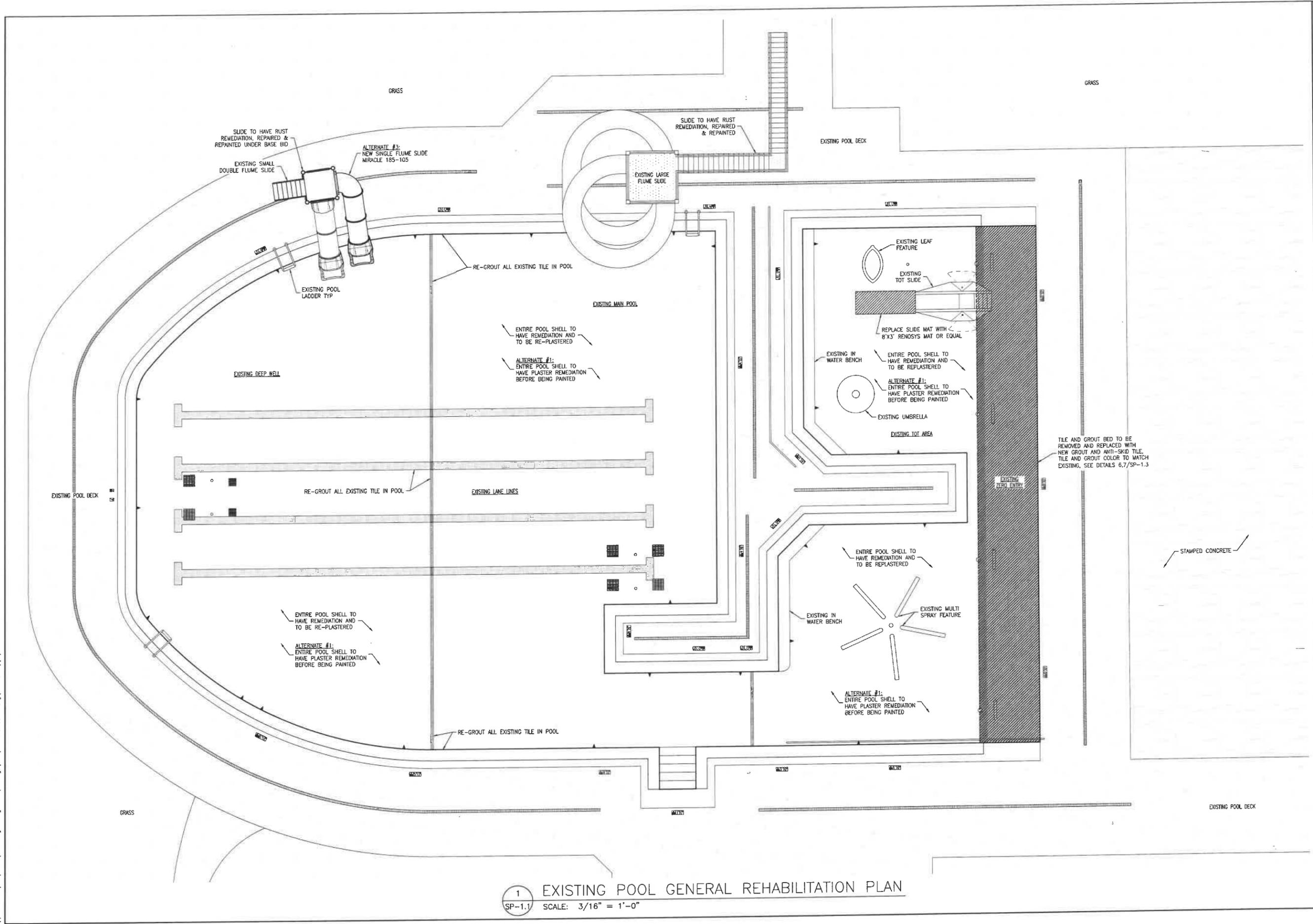
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DRAWING TITLE: EXISTING POOL SITE PLAN
SCALE: AS NOTED
DATE: AUGUST 3, 2023
DRAWN BY: KJZ
CHECKED BY: STAFF

DRAWING:
SP-1.0

1 EXISTING POOL SITE PLAN
SP-1.0 SCALE: 1/8" = 1'-0"

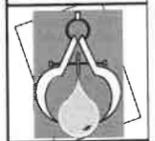
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1 EXISTING POOL GENERAL REHABILITATION PLAN
 SP-1.1 SCALE: 3/16" = 1'-0"

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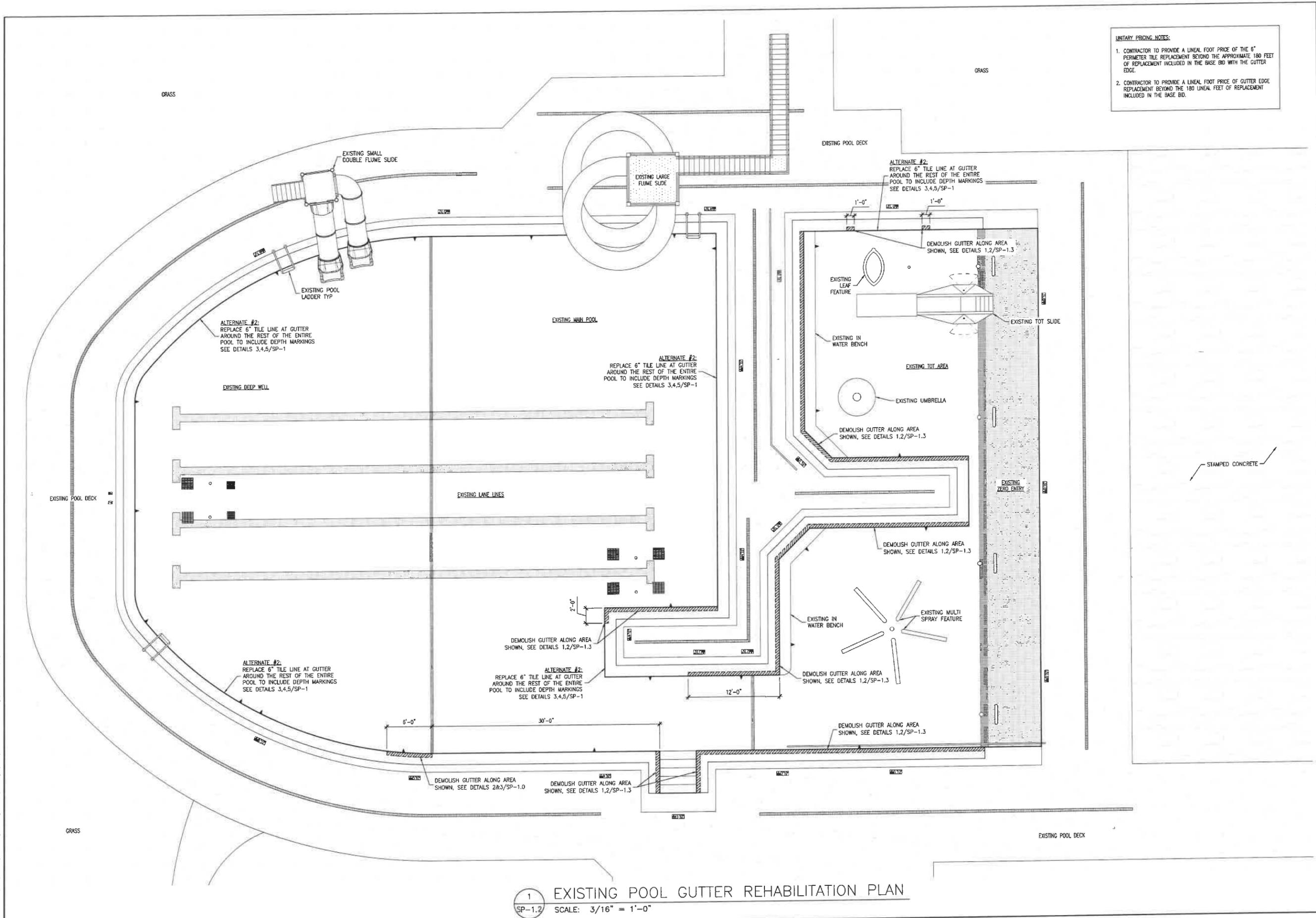


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DRAWING TITLE: EXISTING POOL GENERAL REHABILITATION PLAN
 SCALE: AS NOTED
 DATE: AUGUST 3, 2023
 DRAWN BY: KRZ
 CHECKED BY: STAFF

DRAWING:
SP-1.1

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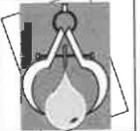


UNITARY PRICING NOTES:

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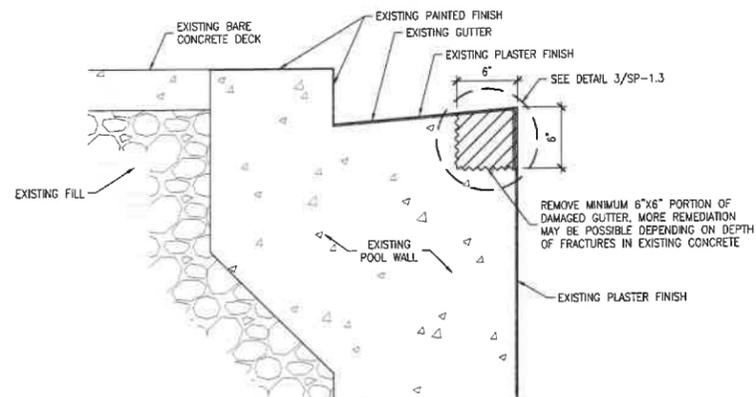


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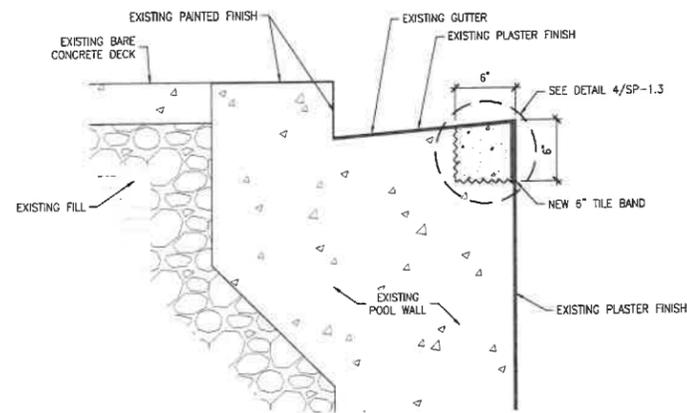
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SCALE: AS NOTED
DATE: AUGUST 3, 2023
DRAWN BY: K&Z
CHECKED BY: STAFF

1 EXISTING POOL GUTTER REHABILITATION PLAN
SP-1.2 SCALE: 3/16" = 1'-0"

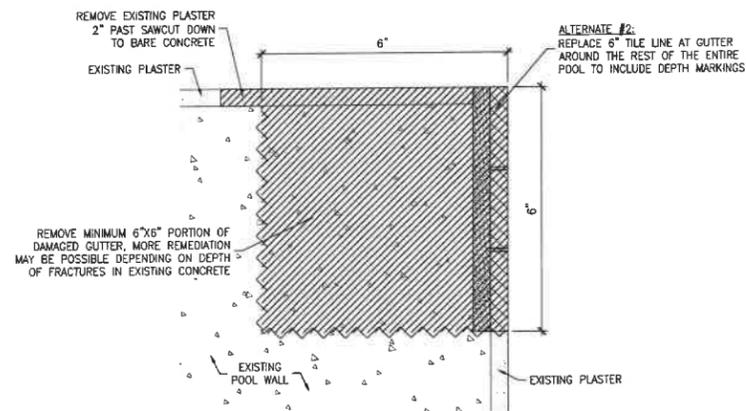
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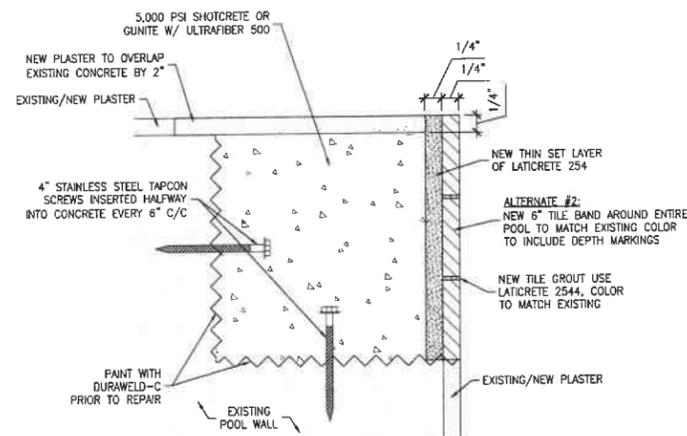
1 WALL DEMOLITION DETAIL
 SP-1.3 SCALE: 1-1/2" = 1'-0"



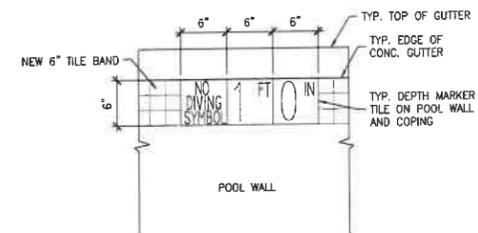
2 WALL REPAIR DETAIL
 SP-1.3 SCALE: 1-1/2" = 1'-0"



3 GUTTER DEMOLITION DETAIL
 SP-1.3 SCALE: NONE

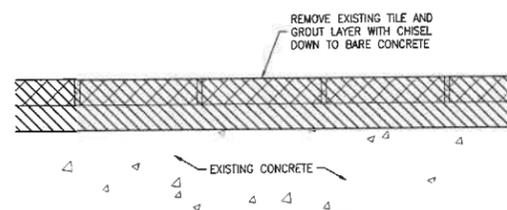


4 GUTTER REPAIR DETAIL
 SP-1.3 SCALE: NONE

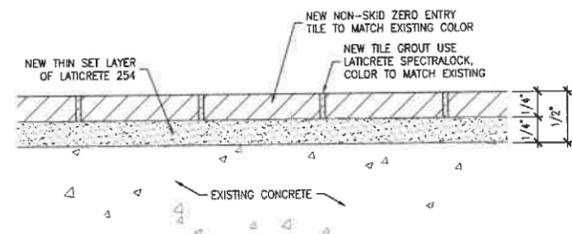


5 NEW DEPTH MARKER DETAIL
 SP-1.3 SCALE: NONE

NOTE: WATER DEPTH MARKINGS TO FOLLOW CODE & LOGICAL LOCATIONS & DEPTHS AS PER ISPSC 2015. CONTRACTOR TO SUBMIT PLAN TO DESIGNER. A MAXIMUM OF 25' C/C 4" HIGH LETTERS & NUMBERS W/ FEET & INCHES MARKED IN WORDS OR ABBREVIATIONS & MARKED VERTICALLY AT WATERS EDGE IN THE POOL IN BLACK & INLAYED IN THE DECK. NO DIVING SYMBOL TO BE PLACED AT EVERY DEPTH MARKER WHERE WATER DEPTH IS LESS THAN 5'-0" DEEP.



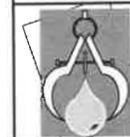
6 ZERO ENTRY TILE DEMOLITION DETAIL
 SP-1.3 SCALE: NONE



7 NEW ZERO ENTRY TILE DETAIL
 SP-1.3 SCALE: NONE

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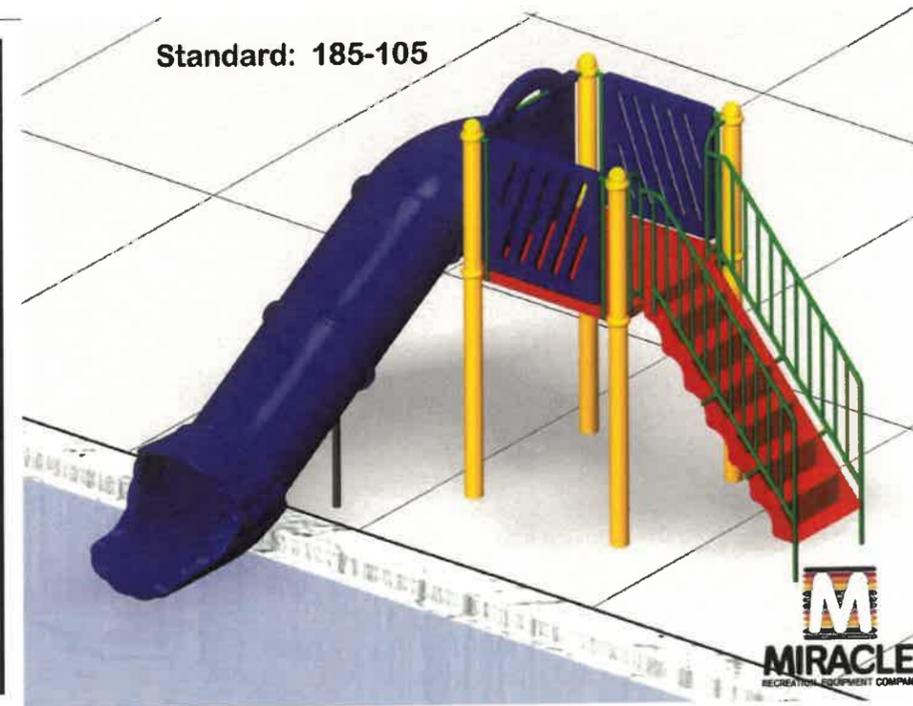
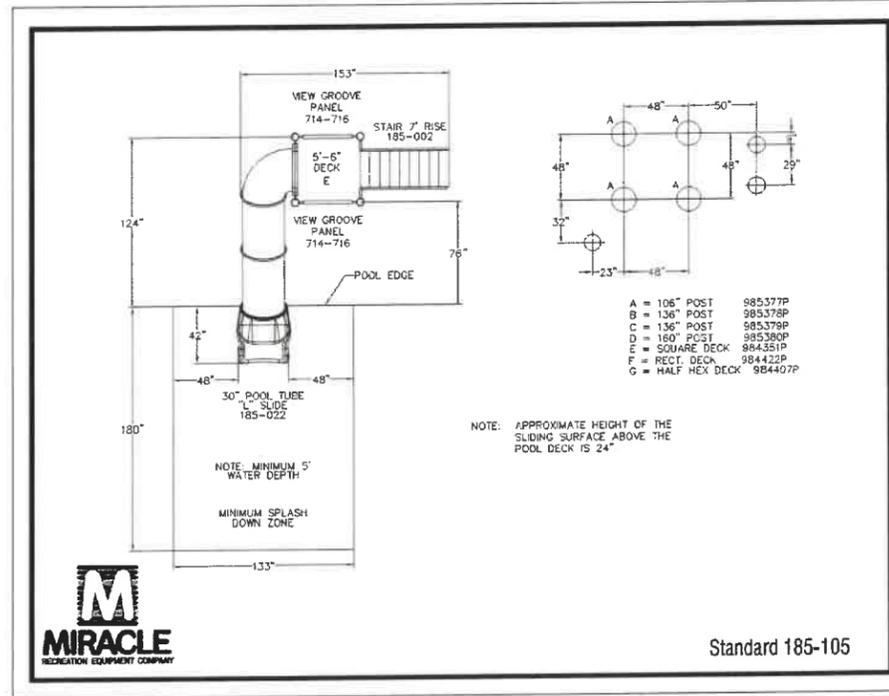


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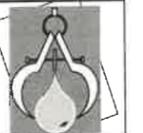
1 NEW RENOSYS MAT TO REPLACE EXISTING MAT
 SP-1.4 SCALE: NONE



2 SINGLE FLUME SLIDE - ALTERNATE #2
 SP-1.4 SCALE: NONE

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DRAWING TITLE: FEATURES
 SCALE: AS NOTED
 DATE: AUGUST 3, 2023
 DRAWN BY: KRZ
 CHECKED BY: STAFF

DRAWING:
SP-1.4