

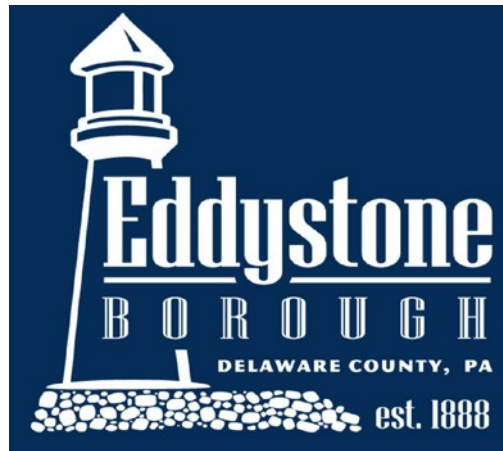
SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR

LIGHTHOUSE HALL ENTRANCE DOOR REPLACEMENT

& GYMNASIUM CEILING RENOVATION

In



EDDYSTONE BOROUGH,
DELAWARE COUNTY, PA



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April 2026

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BIDDING INSTRUCTIONS

NOTICE TO BIDDERS
EDDYSTONE BOROUGH, DELAWARE COUNTY

Eddystone Borough will receive sealed bids online for the **Lighthouse Hall Entrance Door Replacement & Gymnasium Ceiling Renovation Project** until **Monday, May 11, 2026 at 8:00am** at which time they shall be opened online and publicly posted via Pennbid. All documents and solicitation details are available at no cost on PennBid – www.PennBid.net.

This project consists of the removal of existing door assemblies including doors, hardware, thresholds, closers, and associated trim; furnishing and installation of new complete door assemblies including all hardware and accessories necessary for a fully operational system; removal of existing acoustical ceiling tiles and grid system as required; furnishing and installation of new impact-resistant acoustical ceiling system suitable for gymnasium use.

Attention of bidders is called to all of the requirements contained in this bid packet, particularly to the Federal Labor Standards Provisions including Davis-Bacon and Related Acts, various insurance requirements, various equal opportunity provisions, and the requirement for a payment bond and performance bond for 100% of the contract price.

All bidders must submit bid security in the amount of 10% of the contract price. No bidder may withdraw his/her bid within sixty (60) days after the actual date of opening thereof. Eddystone Borough reserves the right to waive any informalities or to reject any or all bids.

Marlene Richmond
Borough Manager

INSTRUCTIONS TO BIDDERS

1. RECEIPT AND OPENING OF BIDS: The Borough of Eddystone (herein called the "Owner"), invites bids to be submitted online via PennBid. Bids will be received, via Penn Bid until Eight o'clock A.M., **Monday, May 11, 2026** and will be publicly available on PennBid for the **Lighthouse Hall Entrance Door Replacement and Gymnasium Ceiling Renovation Project**.

The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within ninety (90) days after the actual date of the opening thereof.

2. PREPARATION OF BID: Each bid must be submitted on the prescribed form and accompanied by a Bid Bond, Certified Check, or Letter of Credit, the Non-collusion Affidavit, and Statement of Bidders Qualifications form including declaration of any subcontractors to be utilized on the project. All blank spaces for bid prices must be completed, in ink or typewritten, in both words and figures, and the foregoing Certifications must be fully completed and executed when submitted. In case of discrepancies of written words and figures, the prices written in words shall govern.

In order to receive consideration, bids shall be submitted in strict accordance with the following:

1. Bids shall be submitted electrotonically via PennBid
2. No telegraphic bid or telegraphic modification of a bid will be considered. No bids received after the time fixed for receiving them will be considered.

3. METHOD OF BIDDING: The Owner invites unit price/lump sum price bids as indicated in the Bid Form, page.

If the lowest total responsive bid received exceeds the amount of funds available to finance the contract, the Owner may:

- a. Reject all bids;
- b. Augment the funds available in an amount sufficient to enable award to the lowest responsive bidder or bidders;
- c. Take the base bid less the alternative deductible (if any) as listed on the proposal form as to produce a net amount which is within available funds.
- d. Reduce quantities as listed on the proposal form as to produce a net amount which is within available funds to enable award to the lowest responsible bidder or bidders.

4. WITHDRAWAL OF BIDS: A bidder may withdraw his bid electronically via PennBid at any time prior to the scheduled time for opening of bids.

5. QUALIFICATIONS OF BIDDER: The Owner may make such investigations as he/she deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. "Statement of Bidders Qualifications" document must be included as part of the Bid submission. Failure to submit a fully completed and executed "Statement of Bidders Qualifications" may be considered justification for rejection of bid. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder

is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

6. BID SECURITY: Each bid must be accompanied by cash, certified check of the bidder, or a bid bond prepared on the form of bid bond attached hereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner. Such cash, checks or bid bonds will be returned to all except the three lowest bidders within three days after the opening of bids, and the remaining cash, checks or bid bonds will be returned promptly after the Owner and the accepted bidder have executed the contract, or, if no award has been made within ninety (90) days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he/she has not been notified of the acceptance of his/her bid. Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.
7. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT: The successful bidder, upon his/her failure or refusal to execute and deliver the contract and bonds required within ten (10) days after he/she has received notice of the acceptance of his/her bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his/her bid.
8. CONDITIONS OF WORK: Each bidder must inform himself/herself fully to the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his/her obligation to furnish all material and labor necessary to carry out the provisions of his/her contract. Insofar as possible, the contractor in carrying out the work must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.
9. OBLIGATION OF BIDDER: At the time of the opening of bids each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect of his/her bid.
10. EXAMINATION OF SITE: Each bidder shall, and is hereby directed to inspect the entire site of the proposed work and judge for himself/herself as to all the circumstances affecting the cost and progress of the work and shall assume all patent and latent risks in connection therewith.
11. SOIL CONDITIONS: Subject to the convenience of the Owners, prospective bidders will be permitted to explore the site by making borings or digging test pits. In such event, the work shall be done at the sole expense and risk of the bidder, and he shall maintain and restore the site to original condition.

The Owner does not guarantee the accuracy of any information or samples which it may have obtained from test borings or otherwise as to the kind or condition of the soil that may be encountered in the prosecution of the proposed work, neither does the Owner represent that the plans and specifications drawn are based upon any data so obtained. The Owner does not make any representation as to the soil which may be encountered or of soil or water which underlies the work or is adjacent thereto, including any difficulties that may be due to quicksand, or other unfavorable conditions that may be encountered in the work, whether apparent upon surface inspection or disclosed in the process of carrying forward the work.

12. WORKING FACILITIES: The plans show, in the general manner, the existing structures and the land available for construction purposes. The bidders must satisfy themselves of the conditions and difficulties that may be encountered in the execution of the work at this site.

13. ADDENDA AND INTERPRETATIONS: No official interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally.

Every request for such interpretation should be in writing addressed to and to be given consideration, must be received at least five (5) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed by certified mail with return receipt requested to all prospective bidders (at the respective addresses furnished for such purposes), not later than three (3) days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his/her bid as submitted. All addenda so issued shall become part of the contract documents.

14. WATER SUPPLY: All water for construction purposes, as well as the expense of having water conveyed about the work, must be provided by the Contractor and the cost of this work shall be included in the unit prices stipulated for the various items of the work to be done under this contract.

The source, quality and quantity of water furnished shall at all times be satisfactory to the Engineer.

15. SIGNATURE OF BIDDERS: The firm, corporate or individual name of the bidder must be signed in ink in the space provided for the signatures on the proposed blanks. In the case of a corporation, the title of the officer signing must be stated and such officer must be thereunto duly authorized and the seal of said corporation duly affixed. In the case of a partnership, the signature of at least one of the partners must follow the firm name, using the term "member of the firm". In the case of an individual, use the terms "doing business as", or "sole owner". The bidder shall further state in his proposal the name and address of each person or corporation interested therein.

16. NOTICE OF SPECIAL CONDITIONS: Attention of the bidder is particularly called to those parts of the General Contract Conditions and other contract documents and specifications which deal with the following:

- a. Insurance requirements
- b. Federal Labor Standards Provisions, including Davis-Bacon wage rates
- c. Requirement for a payment bond and performance bond for 100% of contract price
- d. Requirement that all subcontractors be approved by the Owner
- e. Time-for-completion and liquidated damages requirements
- f. Safety standards
- g. Contractor's responsibility to obtain any required construction permits
- h. Contractor shall be made aware that a PennDOT Highway Occupancy Permit is associated with all work within the PennDOT Rights-of-way
- i. Affirmative Action and Equal Opportunity provisions

17. ADDITIONAL OBLIGATIONS UPON CONTRACT AWARD: Upon award of the contract but prior to issuance of the Notice to Proceed, the contractor shall submit all of the following documents, completed as required:

- (a) Acceptance of Notice of Award
- (b) Contract
- (c) Insurance certificate(s) and/or policy(ies)
- (d) Performance & Payment bonds
- (e) Contractor's Section 3 Plan

- (f) (If over \$10,000:) Certification of Bidder Regarding Equal Employment Opportunity
- (g) (If over \$10,000:) Certification(s) by (all) Proposed Subcontractors Regarding Equal Employment Opportunity
- (h) Certification of Bidder Regarding Section 3 and Segregated Facilities
- (i) Certification(s) of (all) Proposed Subcontractor(s) Regarding Section 3 and Segregated Facilities
- (j) (If over \$100,000:) Certification by Contractor and Subcontractors of Compliance with Clean Air and Water Acts
- (k) Contractor's Certification Concerning Labor Standards and Prevailing Wage Requirements
- (l) (All) Subcontractor's Certification(s) Concerning labor Standards and Prevailing Wage Requirements

GENERAL CONTRACT CONDITIONS

ARTICLE 1 - CONTRACT AND CONTRACT DOCUMENTS

- A. The project to be completed pursuant to this contract will be financed with assistance from the United States Department of Housing and Urban Development and is subject to all applicable Federal laws and regulations.
- B. All applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.
- C. The Plans, Specifications and Addenda, hereinafter enumerated in Paragraph 1 of the Supplemental General Conditions shall form part of this Contract and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth. The table of contents, titles, headings, running headlines and marginal notes contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect, limit or cast light on the interpretation of the provisions to which they refer.

ARTICLE 2 - PERFORMANCE AND PAYMENT BONDS

- A. Simultaneously with his/her delivery of the executed contract, the Contractor shall furnish a surety bond or bonds as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract, as specified in the General Conditions included herein. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner. The bond shall be for 100 percent of the contract price. A Payment Bond and Performance Bond are required. Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney. Under certain conditions, and within the limits of State and local laws and regulations, the Owner may waive the requirement that the Payment and Performance Bond be underwritten by a surety company and may authorize in lieu thereof, a personal bond backed by a letter of credit from a local lending institution for the full value of the Contract.

ARTICLE 3 - WAGE RATES

- A. In the event that the rate of wages paid for any trade or occupant in the locality where such work is being performed are under current collective agreements or understandings between bona fide organizations of labor and employer, then the wages to be paid shall be not less than such agreed wage rates, nor less than the minimum rates compiled by the Federal Labor Standard Provision. A copy of these prevailing rates of wages has been included in these specifications.
- B. Every Contractor and Subcontractor who is subject to this contract shall, as soon as he/she begins performance under his/her contract with the Owner, supply the Owner a schedule of the dates on which he/she is required to pay wages to employees. He/She shall also deliver to the prevailing wage coordinator within one week after each pay date, a certified copy of his/her payroll which shall exhibit for each employee paid any wages, name, current address, social security number, number of hours worked each day of the pay period and the total for each week, hourly rate of pay, job classification, fringe payments, and deductions from wages. The certification of each payroll shall be executed

by the Contractor, Subcontractor, or duly appointed agent thereof and shall recite that the payroll is correct and complete and that the wage rate shown is not less than those required by the contract.

ARTICLE 4 - AFFIRMATIVE ACTION

- A. During the performance of this contract or sub-contract, each bidder, Contractor or Subcontractor (hereinafter the Contractor) must fully comply with Executive Order 11246 ("Construction Contractor's Federal Affirmative Action Requirements" and "Standard Federal Equal Employment Opportunity Construction Contract Specifications") as stated in **Section II** of this bid document. The Contractor commits itself to the goals for minority manpower utilization in **Section II**, as applicable, and all other requirements, terms and conditions of these bid conditions by submitting a properly signed bid.

The Contractor shall appoint a company executive to assume the responsibility of the Implementation of the requirements, terms and conditions of these bid conditions.

ARTICLE 5 - INSURANCE

- A. The contractor shall not commence work under this contract until he/she has obtained all the insurance required hereunder and such insurance has been approved by the Owner, nor shall the Contractor allow any Subcontractor to commence work on his/her subcontract until similar insurance required of the Subcontractor has been so obtained and approved. Approval of the insurance by the Owner shall not relieve or decrease the liability of the Contractor hereunder.
- B. The Contractor shall file with the Owner all Certificate(s) of Insurance as are necessary to document the insurance coverage required hereunder, subject to the approval of the Owner and receipt of any additional forms/documentation requested, prior to final execution of Agreement Contract and issuance of the Notice to Proceed.

- C. Worker's Compensation.

All contractors and subcontractors shall acquire and maintain, during the term of the contract, Worker's Compensation insurance in full compliance with the laws of the State of Pennsylvania. The contractor shall at all times indemnify and save harmless the Owner from all claims for worker's compensation which may be made by any of the employees of any subcontractor to whom the Contract may have let the performance of any part of the work embraced in this contract, and the Contractor will appear for and defend the Owner against any and all such claims.

- D. Contractor's Liability Insurance.

- (i) The Contractor shall acquire and maintain during the term of the Contract Bodily Injury and Property Damage Liability Insurance under a standard Comprehensive General/Automobile Liability Policy which shall provide and include coverage on all Contractor's Operations, Contractor's Protective (Sublet) Liability, Contractual Liability, Completed Operations Liability, Owned Automobiles and Non-owned and Hired Automobiles.
- (ii) Property Damage Liability Insurance shall be provided on any demolition, blasting, excavating, shoring or similar operation on an "if any" basis.
- (iii) Bodily Injury Liability limits shall be for an amount of no less the Two Hundred and Fifty Thousand (\$250,000) Dollars for injuries, including

wrongful death to any one person and subject to the same limit for each person, in amount of not less than Five Hundred Thousand (\$500,000) Dollars on the account of any one occurrence.

- (iv) Property Damage Liability Insurance shall be in an amount of not less than One Hundred Thousand (\$100,000) Dollars per occurrence. General Liability shall be extended to provide "Broad Form Property Damage Liability," and in an amount of not less the One Million (\$1,000,000) dollars aggregate for damage on account of all occurrences.
- (v) Any combination of underlying Comprehensive General/Automobile Liability coverage with Umbrella/Excess Liability coverage which provides no less than One Million (\$1,000,000) Dollars Single Limit Bodily Injury & Property Damage Liability Insurance for the Contractor will also be acceptable.
- (vi) The owner may adjust the liability limits to coincide with local government procurement policies and practice within the limits of state and local law.
- (vii) Any subcontractors that may be employed shall carry the same kinds of liability insurances in amounts not less than that required of the successful bidder under the Contract Documents. Furthermore, the insurance policy shall protect the Borough and the Borough Engineer (to the extent allowed by the law) from claims arising from the execution of the work under the Contract. Under "Special Items" on the Certificate of Insurance, the Certificate shall contain the statement "Additional Insureds: Eddystone Borough and Kelly Engineers".
- (viii) The Borough will not execute the Agreement or issue the Notice to Proceed until all required insurance policy(ies) and certifications have been approved by the Borough and Borough Engineer.

E. Builder's Risk Insurance.

Each Contractor shall maintain insurance to protect himself and the Owner, jointly, from loss incurred by fire, lightning, extended coverage hazards, vandalism, theft, explosion and malicious mischief in the full amount of the Contract and such insurance shall cover all labor and materials connected with the work, including materials delivered to the site but not yet installed.

F. Installation Floater Insurance.

When a Contractor is involved solely in the installation of materials and not in the construction of a building, an Installation Floater is required in lieu of a Builder's Risk Policy with the same general conditions applying as set forth in paragraph E.

G. The Policies as listed above shall all contain the following special provisions:

- (i) "The Company agrees that no less than thirty (30) days prior to cancellation or reduction of the insurance afforded by this policy with respect to the Contract involved, written notice will be mailed to the Owner."
- (ii) The maintaining of such insurance as outlined herein shall in no way constitute a waiver of legal liability for damage to any adjoining buildings or their contents or the work and property of others on the site beyond the limits of insurance thus

maintained. The Contractor shall hold the Owner free and harmless from any injury and damage resulting from the negligent or faulty performance of the Contract by the Contractor or by his/or her Subcontractors.

ARTICLE 6 - PENNSYLVANIA STEEL PRODUCTS PROCUREMENT ACT (NO. 1978-3)

- A. If any steel products are to be used or supplied in the performance of the contract, only steel products produced in the United States shall be used or supplied in the performance of the contract or any subcontracts thereunder. This provision shall not apply in any case where the head of the public agency, in writing, determines that the type of steel products necessary to the performance of the contract are not produced in the United States in sufficient quantities to meet the requirements of the contract.
 - (i) Each Contractor shall hold the Owner harmless from all payments for patents, either as royalty or otherwise, in the use of materials, methods, appliances, etc., that he may be in any way involved in or connected with any part of his work or the work of his Subcontractors.
 - (ii) Prior to commencement of any work under Contract, the Contractor shall furnish one (1) copy of Declaration of Insurance as evidence of coverage.

ARTICLE 7 - SAFETY

- A. The Contractor will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. He/She will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury, or loss to all employees on the work and other persons who may be affected thereby, all the work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.
- B. The Contractor will erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety protection. He/She will notify owners of adjacent utilities when prosecution of the work may affect them.
- C. The Contractor shall comply with the safety standards provisions of applicable laws, building and construction codes and the manual of Accident Prevention in Construction published by the Associated General Contractors of America, the requirements of the Occupational Safety and Health Act of 1970 (Public Law 91-596), and the requirements of Title 29 of the Code of Federal Regulations, Section 1518 as published in the "Federal Register" Volume 36, No. 75, Saturday, April 17, 1971.
- D. The Contractor shall maintain at his/her office or other well known place at the job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or a doctor's care of persons (including employees) who may be injured at the job site. In no case shall employees be permitted to work at a job site before the employer has made a standing arrangement for removal of injured persons to a hospital or a doctor's care.
- E. Lights, signs and barricades shall be used to maintain traffic and safety for vehicular and pedestrian traffic during the course of this contract in accordance with the specifications.

ARTICLE 8 - PERMITS

- A. The Contractor is responsible for obtaining and paying for all necessary permits and Licenses from the proper authorities. The Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the Contract Documents are at variance therewith, he/she shall promptly notify the Owner in writing.

ARTICLE 9 - SUPERVISION

- A. The Contractor will supervise and direct the work. He/She will be solely responsible for the means, methods, techniques, sequences, and procedures of construction. The Contractor will employ and maintain on the work a qualified supervisor or superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the site. The Supervisor shall have full authority to act on behalf of the Contractor and communications given to the supervisor shall be as binding as if given to the Contractor. The supervisor shall be present and on the site at all times as required to perform adequate supervision and coordination of the work.
- B. The Owner and its representatives will at all times have access to the work. In addition, authorized representatives and agents of any participating federal or County agency shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records. The Contractor will provide proper facilities for such access and observation of the work and also for any inspection or testing thereof.
- C. The Contractor shall submit a proposed program of operation, showing clearly how he/she proposed to conduct the work as to bring about the completion of his/her work within the time limit specified. This program shall outline the proposed sequence of operations, the rates of progress and the dates when his/her work will be sufficiently advanced to permit the installation of the work under other contracts, and the estimated progress payments due under the Contract. The work under this contract shall be so scheduled that as structures are completed, they can be placed into useful operation with a minimum of delay. The program shall be subject to the approval of the Owner.
- D. All construction as proposed along all City, Township, County, State and Federal roads including storage and stockpiling of materials, is to be conducted within the limits of the public right-of-way. Bracing, sheeting and shoring shall be used to keep all construction work within the construction limits unless work agreements are secured from the adjacent property Owners. It is the Contractor's responsibility to secure these work agreements, if deemed necessary. Copies of the work agreements shall be delivered to the Engineer and the Owner prior to any work beginning on the effected property.

ARTICLE 10 - CLAIMS AGAINST CONTRACTOR

- A. The Contractor shall indemnify and save the Owner or the owner's agents harmless from all claims growing out of the lawful demands of Subcontractor's laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the work. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged or waived. If the Contractor fails to do so the Owner may, after having notified the Contractor, either pay unpaid bills or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is fully finished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of the Contract Documents, but in no event shall the provisions of this sentence be construed to impose any

obligations upon the Owner to either the Contractor, his Surety, or any third party. In paying any unpaid bills of the Contractor, any payment so made by the Owner shall be considered as a payment made under the Contract Documents by the owner to the Contractor and the Owner shall not be liable to the Contractor for any such payments in good faith.

ARTICLE 11 - SUBCONTRACTING

- A. Neither the Contractor nor the owner shall sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof, or of his right, title, or interest therein, or his obligations thereunder.
- B. The Contractor shall not sublet, sell, transfer or assign any portion of the contract without consent of the Owner or his/her designated agent. No subcontract, or transfer of contract, shall in any way release the Contractor of his/her liability under the contract and bonds.
- C. The Contractor shall not award work to Subcontractor(s) not identified on the Statement of Bidders Qualifications form as submitted with bid, without:
 - i) Prior approval of the Owner;
 - ii) Verification by the Delaware County Office of Housing and Community Development of the Subcontractor's current eligibility status; and
 - iii) Submission of all certifications as required in the INSTRUCTIONS TO BIDDERS.

The Contractor shall be fully responsible to the Owner for the acts and omissions of the subcontractor(s), and of persons, either directly or indirectly employed by them, as he/she is for the acts and omissions of persons directly employed by him/her.

ARTICLE 12 - CHANGE OF WORK

- A. The Owner reserves the right to make, at any time during the progress of the work, such increases or decreases in quantities and such alterations in details of work as may be deemed necessary or desirable. Such increases or decreases and alterations shall not invalidate the contract nor release the surety, and the Contractor agrees to perform the work as altered, the same as if it had been a part of the original contract.
- B. Authorized alterations in plans or quantities of work involving work not covered by unit prices in the proposal shall be paid for as stipulated in the change order authorizing such work.
- C. No changes in work covered by the approved Contract shall be made without having prior written approval of the County and Borough.

ARTICLE 13 - TIME

- A. The Date of beginning and the time for completion of the work are essential conditions of the Contract Documents and the work embraced shall be commenced on a date specified in the Notice to Proceed.
- B. The Contractor will proceed with the work at such rate of progress to ensure full completion within the Contract Time. It is expressly understood and agreed, by and between the Contractor and the Owner, that the Contract Time of sixty (60) calendar

days for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.

- C. The Contract Time to fully complete the project shall be consecutive calendar days following the date of commencement of work to be specified in a written "Notice to Proceed".
- D. If the Contractor shall fail to complete the work within the Contract Time, or extension of time granted by the Owner, the Contractor will pay to the Owner for liquidated damages of \$250.00 for each calendar day that the Contractor shall be in default after the time stipulated in the Contract Documents.

ARTICLE 14 - COMPLETION OF WORK

- A. The Contractor shall guarantee all materials and equipment furnished and work performed for a period of one year from the date of Substantial Completion. The Contractor warrants and guarantees for a period of one year from the date of Substantial Completion of the improvement that it is free from all defects due to faulty materials or workmanship, and the Contractor shall promptly make corrections as may be necessary by reason of such defects. The owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make repairs, adjustments, or other work, which may be made necessary by such defects, the Owner may do so and charge the Contractor the cost thereby incurred. The Contract Bond shall remain in full force and effect through the guarantee period.
- B. When the work, including that performed by Subcontractors, is completed, the site shall be cleaned of all rubbish and debris caused by the construction. All sheds or other temporary structures, surplus materials, and equipment shall be removed and the project left in a neat and presentable condition.

ARTICLE 15 - TERMINATION

- A. After ten (10) days from delivery of a Written Notice to the Contractor, the Owner may, without cause and without prejudice to any other right or remedy elects to terminate the Contract. In such case the Contractor shall be paid for all work executed and any expense sustained plus reasonable profit, unless such termination was due to the act or conduct of the Contractor.

ARTICLE 16 - PAYMENT

- A. Payment to the Contractor shall be made by the Delaware County Office of Housing and Community Development (OHCD) upon receiving invoice from contractor and inspection of work completed. The Owner's representative and the project engineer shall certify on the pay request that the completed work has been approved prior to the submission of the invoice. A turn-around time of 2-3 weeks is expected before said funds are forwarded to the contractor.

It is important that the progress schedule be based on achievable goals, and that the Contractor makes every effort to meet target dates. OHCD may hold the pay request, or a portion of the pay request, in cases where the Contractor is found to be in violation of any of the terms and conditions in this contract, e.g. federal labor standards compliance, until such violations are corrected.

SUPPLEMENTAL GENERAL CONDITIONS

1. **ENUMERATION OF PLANS, SPECIFICATIONS AND ADDENDA**

Following are the Plans, Specifications, and Addenda which form a part of this contract, as set forth in Article I of the General Contract Conditions, "Contract and Contract Documents".

2. **STATED ALLOWANCES**

The Contractor shall include the following cash allowances in his proposal: N/A

3. **SPECIAL HAZARDS**

The Contractor's and his Subcontractor's Public Liability and Property Damage Insurance shall provide adequate protection against the following special hazards: N/A

4. **CONTRACTOR'S AND SUBCONTRACTOR'S PUBLIC LIABILITY, VEHICLE LIABILITY, AND PROPERTY DAMAGE INSURANCE**

As required under Article 5 of General Contract conditions, the Contractor's Public Liability Insurance and Vehicle Liability Insurance shall be in an amount not less than \$1,000,000.00 for injuries, including accidental death, to any one person, and subject to the same limit for each person in an amount not less than \$250,000.00 on account of one accident, and Contractor's Property Damage Insurance in an amount not less than \$100,000.00.

The Contractor shall either (1) require each of his/her subcontractors to procure and to maintain during the life of his/her subcontract, Subcontractor's Public Liability and Property Damage of the type and in the same amounts as specified in the preceding paragraph, or (2) insure the activities of his/her subcontractors in his/her own policy.

5. **PHOTOGRAPHS OF PROJECT**

The Contractor will furnish photographs in the number, type, and stage as enumerated below:
N/A

6. SCHEDULE OF FEDERAL OCCUPATIONAL CLASSIFICATIONS AND DAVIS-BACON
MINIMUM HOURLY WAGE RATES

Given on pages (See Attached Federal Davis-Bacon Prevailing Minimum Wage Determination)

7. BUILDER'S RISK INSURANCE

The Contractor will not maintain Builder's Risk Insurance (fire and extended coverage) on a 100 percent completed value basis on the insurable portions of the project for the benefit of the Owner, the Contractor, and all subcontractors, as their interests may appear.

**SECTION I:
BIDDING DOCUMENTS
(to be submitted with bid)**

BID FOR UNIT PRICE CONTRACTS

Place _____

Date _____

Proposal of _____ (hereinafter called "Bidder")* a corporation, organized and existing under the laws of the State of _____,** a partnership, or an individual doing business as _____.

To the Borough of Eddystone _____ (hereinafter called "Owner")

Ladies and Gentlemen:

The Bidder, in compliance with your invitation for bids for the Lighthouse Hall Entrance Door Replacement and Gymnasium Ceiling Renovation having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or after a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the project within _____ consecutive calendar days thereafter as stipulated in the specifications. Bidder further agrees to pay as liquidated damages, the sum of \$ _____ for each consecutive calendar day thereafter as hereinafter provided in Paragraph ___ of the General Conditions.

Bidder acknowledges receipt of the following addendum:

Bidder agrees to perform all the work described in the specifications and shown on the plans, for the following unit prices:

<u>Item No.</u>	<u>Est. Qty.</u>	<u>Description</u>	<u>Unit Price (Each)</u>	<u>Total</u>
1	<u>5</u>	Replace 5 Complete Entrance <u>Double-Door Assemblies</u>	_____ Dollars & Cents	_____ Dollars & Cents
			(\$ _____)	(\$ _____)
2	<u>4,144</u>	Replace 4,144 SF of Gymnasium <u>Acoustical Ceiling System</u>	_____ Dollars & Cents	_____ Dollar & Cents
			(\$ _____)	(\$ _____)
			TOTAL OF BID	\$ _____

(Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

The above unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 30 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, bidder will execute the formal contract attached within 10 days and deliver a Surety Bond or Bonds as required by Paragraph ___ of the General Conditions. The bid security attached in the sum of _____ (\$_____) is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Respectfully submitted:

(SEAL - if bid is
by a corporation)

By: _____

Business Address and Zip Code

DUNS Number

Central Contractor Registration Number

CONTRACT

THIS AGREEMENT made this _____ day of _____, 20_____, by and between _____ hereinafter called the "Contractor", and Eddystone Borough hereinafter called the "Owner".

WITNESSETH, that the Contractor and the Owner for the considerations stated herein mutually agree as follows:

ARTICLE 1. Statement of Work.

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services, including utility and transportation services, and perform and complete all work required for the construction of the Improvements embraced in the project; namely, **Lighthouse Hall Entrance Door Replacement & Gymnasium Ceiling Renovation Project**, all in strict accordance with the Contract Documents including all addenda thereto, numbered _____, dated _____, and _____ dated _____, all as prepared by Kelly Engineers, acting and in these Contract documents preparation, referred to as the "Engineer".

ARTICLE 2. The Contract Price.

The Owner will pay the Contractor for the total quantities of work performed at the unit prices stipulated in the Bid for the respective items of work completed for the sum not to exceed _____ (Dollars) subject to additions and deductions as provided in the General Contract Conditions, hereof.

ARTICLE 3. Contract.

The executed contract documents shall consist of the following:

- a. This Agreement
- b. Addenda
- c. Invitation for Bids
- d. Instructions to Bidders
- e. Signed copy of Bid
- f. General Contract Conditions
- g. Supplemental General Conditions
- h. Technical Specifications
- i. Drawings and documents (as listed in the Enumeration of Plans, Specifications and Addenda)
- j. Other Contract Provisions required by OHCD

This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern, except as otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in _____ original copies on the day and year first above written.

CONTRACTOR:

OWNER:

Signature

Signature

Typed/printed name

Typed/printed name

Title

Title

Certifications:

I, _____, certify that I am the _____ of the corporation named as Contractor herein; that _____ who signed this Agreement on behalf of the Contractor, was then _____ of said corporation; that said Agreement was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

_____ (Corporate Seal)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____ (title)
of the Corporation named as Principal in the within bond; that _____ who
signed the said bond on behalf of the Principal was then
_____ of said corporation; that I know his signature, and
his signature thereto is genuine; and that said bond was duly signed, sealed and attested
to for and in behalf of said corporation by authority of this governing body.

(SIGNATURE)

CORPORATE SEAL:

BIDDERS QUALIFICATIONS

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered, and the date given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit additional information if he so desires. **(This form must be submitted with the BID FOR UNIT PRICE CONTRACT.)**

- A. Name of Bidder:

- B. Permanent main office address, phone number and fax number:

- C. When organized:

- D. If a corporation, where incorporated:

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

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

- G. General character of work performed by your company:

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

- I. Have you ever defaulted on a contract? If so, where and why?

- J. List the more important projects recently completed by your company, stating the Owner's name and address, the project manager's name for the Owner, the approximate cost for each project, and the month and year completed:

- K. List any projects completed within the last two years for which you have not been paid in full. Present the reason for this non-payment. Please provide the name, address, and phone number of the agency who refused payment to your firm:

- L. List your major equipment available for this contract:

- M. List all proposed subcontractors you will use for this project.

- N. Experience in construction work, similar in importance to this project:

- O. Background and experience of the principal members of your organization, including the officers:

- P. Credit available \$_____

- Q. Give Bank Reference:

R. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the awarding agency?

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the awarding agency in verification of the recitals comprising this Statement of Bidders qualifications.

Dated this _____ day of _____, 20____.

Name of Bidder: _____

BY: _____

TITLE: _____

State of: _____

County of: _____

I, _____, being duly sworn deposes and says that he/she is
_____ of _____
(Title) (Name of Organization)

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)

My commission expires _____, 20____.

**END OF
SECTION**

NONCOLLUSION AFFIDAVIT

State of: _____

BID Identification _____

CONTRACTOR _____, being first duly

sworn, deposes and says that he is _____(sole owner, a partner, president, secretary, etc.) of the party making the foregoing BID; that such BID is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that such BID is genuine and not collusive or sham; that said BIDDER has not directly or indirectly induced or solicited any other BIDDER to put in a false or sham BID, and has not directly or indirectly colluded, conspired, connived, or agreed with any BIDDER or any one else to put in a sham BID, or that any one shall refrain from bidding; that said BIDDER has not in any manner, directly or indirectly, sought by agreement, communication or conference with any one to fix the BID price of said BIDDER or of any other BIDDER, or to fix any overhead, profit, or cost element of such BID price, or of that of any other BIDDER, or to secure any advantage against the OWNER awarding the contract or anyone interested in the proposed contract; that all statements contained in such BID are true; and, further, that said BIDDER has not, directly or indirectly, submitted his BID price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, BID depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said BIDDER in his general business.

Signed:

Subscribed and sworn to before me this _____ day of

20_____. Sea of

Notary

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

- A. This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania Antibid-Rigging Act, 73 PS s.s. 1611 et. seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.
- B. This Non-Collusion Affidavit must be executed by the member, officer or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.
- C. Bid rigging and other efforts to restrain competition and the making of false sworn statements, in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of the bid.
- D. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.
- E. The term "complementary bid" as used in the Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
- F. FAILURE TO FILE AN AFFIDAVIT IN COMPLIANCE WITH THESE INSTRUCTIONS WILL RESULT IN DISQUALIFICATION OF THE BID.

END OF SECTION

**SECTION II:
FEDERAL AND OHCD REQUIRED
CONTRACT PROVISIONS & FORMS
(to be submitted upon Notice of Award)**

PAYMENT BOND

Bond No.:

KNOW ALL MEN BY THESE PRESENTS, that we, _____
of _____, as PRINCIPAL and _____
a corporation incorporated under the laws of the State of _____ as Surety, are held and
firmly bond unto the Borough of Eddystone in the full and just sum of
_____ (\$ _____)
dollars, lawful money of the United States of America, to be paid to the said
_____ or its assigns, to which payment well and truly to be made, we
bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these
presents.

WHEREAS, the above bounden Principal has entered into a contract with the above, hereinafter called
Obligee, bearing even date herewith, for the improvement of:

Lighthouse Hall Entrance Door Replacement & Gymnasium Ceiling Renovation Project

for approximately the sum of _____ (\$ _____) dollars.

NOW, THEREFORE, the condition of this obligation is such that the above bounden PRINCIPAL shall
and will promptly pay cause to be paid in full all sums of money which may be due by contractor or otherwise, to
any individual, firm, partnership, association or corporation, for all material furnished or labor supplied or
performed in the prosecution of the work, whether or not the said material or labor entered into and became
component parts of the work and for rental of the equipment used and services rendered by public utilities in, or in
connection with the prosecution of such work, then this obligation to be void, otherwise to remain in full force and
effect.

THE PRINCIPAL and SURETY, hereby, jointly and severally, agree with the Obligee herein that any
individual firm, partnership, association or corporation, which has performed labor or furnished material in the
prosecution of the work as provided, and any public utility which has not been paid in full therefore, may sue in
assumpsit on this Payment Bond, in his, their, or its own name and may prosecute the same to final judgment for
such sum or sums as may be justly due him, them or it, and have execution thereon. Provided, however, that the
Obligee shall not be liable for the payment of any costs of expenses of such suit.

RECOVERY by any individual, firm, partnership, association or corporation hereunder shall be subject to
the provisions of the "Public Works Contractor's Bond Law of 1967", Act No. 385, approved December 20, 1967,
P.L. 869, which Act shall be incorporated herein and made a part hereof, as fully and completely as though its
provisions were fully and at length herein recited.

It is further provided that any alteration which may be made in the terms of the contract or its work to be
done or materials to be furnished or labor to be supplied or performed under it or the giving by the Obligee of any
extension of time for the performance of the contract or any other forbearance on the part of either the Obligee or
the Principal to the other, shall not in any way release the PRINCIPAL and the SURETY or SURETIES of any
such alteration, extension or forbearance being hereby waived.

IN WITNESS WHEREOF, the said PRINCIPAL and SURETY have duly executed this Bond under seal
the _____ day of _____, 20_____.

WITNESS:
PLACE
SEAL
HERE

Contractor

Title:

BY

Title:

WITNESS:
PLACE
SEAL
HERE

Surety Company

Title:

Title:

PERFORMANCE BOND
(With Corporate Surety)

KNOW ALL MEN BY THESE PRESENTS, that we, _____

(Name and Address of Contractor)

as Principal and _____
(Surety Company)

a corporation incorporated under the laws of the State of _____ as Surety,
(Name of State)

are held and firmly bound unto Eddystone Borough in the full and just sum of
(Name of Contract Owner)

_____ (\$_____) dollars lawful money of the United States of America, to be paid to the above Owner or its assigns, to which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounden Principal has entered into a contract with the above Municipality, bearing even date herewith, for the undertaking of certain obligations as therein set forth.

NOW, THEREFORE, the condition of this obligation is such that if the above bounden Principal, as Contractor, shall in all respects comply with and faithfully perform the terms and conditions of said Contract, including the Specifications and conditions referred to and made a part thereof, and such alterations as may be made in said specifications as therein set forth, then this Obligation shall be void, but otherwise the same shall be and remain in full force, virtue and effect.

It is further provided that any alteration which may be made in the terms of the contract or its specifications with the express approval of the Municipality or the Principal to the other, shall not in any way release the Principal and the Surety or either of any of them, their heirs, executors, administrators, successors or assigns from their liability hereunder, notice to the Surety of any such alteration or forbearance being hereby waived.

IN WITNESS WHEREOF, the said Principal and Surety have duly executed this Bond under Seal, pursuant to due and legal action authorizing the same to be done on _____.
(Date of Bond)

Attest/Witness: _____
PLACE (Contractor)
SEAL
HERE

Title: BY _____
(Title)

Attest/Witness: _____
PLACE (Surety Company)
SEAL
HERE

Title: _____
(Title)

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that _____
as Principal, and _____ as Surety, hereinafter called
Obligors, are held and firmly bound unto the **Eddystone Borough** hereinafter called the
Obligees, in the sum of _____ (\$_____) dollars
lawful money of the United States of America, well and truly to be paid, and for the payment of
which we and each of us hereby bind ourselves, our heirs, executors, administrators, successors
and assigns, jointly and severally, firmly by these presenters.

Dated this _____ day of _____, 20_____.

WHEREAS, the said principal has entered into a certain contract in writing for the **Lighthouse
Hall Entrance Door Replacement & Gymnasium Ceiling Renovation**
bearing date the _____ day of _____, 20_____, with the Obligee to furnish and
deliver the materials and do and perform all of the work and labor required as specified and
designated therein;

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, That if the said Principal shall remedy,
without cost said to the Owner, any defect which may develop during the period of one (1) year
from the date of completion, and acceptance of the work performed under said Contract, provided
such defects, in the judgment of the said Owner, are caused by defective or inferior workmanship,
then this obligation shall be null and void, otherwise remain in full force and virtue.

AND FURTHER, we do in the event of default, hereby authorize and empower any attorney of the
Court of Common Pleas of the County of Delaware, Pennsylvania or any other Court of record
elsewhere, or any Prothonotary or Clerk of said Courts, to appear for us, our heirs, executors,
administrators, successors or assigns, at the suit of the Borough of Eddystone, its successors or
assigns obligee in the above obligations as any term, after the date thereof or hereof, and
thereupon to confess judgment against us or against our heirs, executors, administrators,
successors or assigns for the above sum debt, besides the cost of suit and an attorney's fee of
ten percent (10%) without stay of execution and inquisition upon any levy upon real estate is
hereby waived, and condemnation agreed to and the exemption of personal property from levy
and sale on any execution under and by virtue of any exemption law now in force, or which may
hereafter be passed, is also waived.

And the said Surety, for value received hereby stipulates and agrees that no change, extension of
time, alterations or addition to the forms of the Contract or the work to be performed thereunder
or the specifications accompanying the same shall in any way affect its obligation on this bond
and it does hereby waive notice of any such change, extension of time, alteration or addition to
the terms of the Contract or to the work or to the specifications.

IN WITNESS WHEREOF the Principal has hereunto set his hand and seal and has these presents to be executed by its duly authorized officers and the corporate seal hereto affixed, duly attested, and the surety has caused these presents to be executed by its duly authorized officers and the corporate seal hereto affixed, fully attested, that day and year aforesaid.

SIGNED, SEALED AND DELIVERED THIS _____ DAY OF _____, 20 _____.

In the Presence of:

(Individual Principles Sign Here)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(Corporate Principal Signs Here)

ATTEST:

BY:

(Surety Sign Here)

WITNESS:

END OF SECTION

NOTICE OF AWARD

To: _____

PROJECT Description: _____

The OWNER has considered the BID submitted by you on _____, 20 (BID Date) for the above described WORK in response to its Advertisement for BIDS and Information for BIDDERS.

You are hereby notified that your BID has been accepted for items in the amount of \$ _____.

You are required by the Information for BIDDERS to execute the Agreement and furnish the required CONTRACTOR's Contract BOND, if applicable, and Certificates of Insurance within 10 calendar days from the date of this notice to you.

If you fail to execute said Agreement and to furnish said BOND within 10 days from the date of this notice, said OWNER will be entitled to consider all your rights arising out of the OWNER's acceptance of your BID as abandoned and as a forfeiture of your BID guaranty. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this ____ day of _____, 20 .

Owner

By: _____

Name: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by: _____ on this day of _____, 20 .

By: _____

Name and Title: _____

cc: CONTRACTOR's Surety
Surety's Agent

NOTICE TO PROCEED

To: _____ Date: _____

PROJECT Description: _____

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 20 , on or after _____, 20 , and you are to complete the WORK within _____ consecutive calendar days thereafter.

The date of completion of all WORK is therefore _____, 20 .

Owner

By: _____
Name: _____
Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by _____ on this _____ day of _____, 20_____.

By: _____
Name: _____
Title: _____

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM- CONTRACT CHANGE ORDER

Contract No. _____
 Change Order No. _____

Date _____
 Project No. _____

To: (Contractor) _____

You are hereby requested to comply with the following changes from the contract plans and specifications:

ITEM NO. (1)	DESCRIPTION OF CHANGES – QUANTITIES, UNIT, UNIT PRICES, CHANGE IN COMPLETION SCHEDULE, ETC. (2)	DECREASE IN CONTRACT PRICE (3)	INCREASE IN CONTRACT PRICE (4)
	Change in contract price due to this change order	\$	\$
	Total decrease	\$	\$
	Total increase	\$	\$
	Difference between Columns (3) and (4)	\$	\$
	Net (increase) (decrease) contract price	\$	\$

The sum of \$ _____ is hereby added to, deducted from, the total contract price and the total adjusted price to date thereby is \$ _____.

The time provided for completion in the contract is unchanged, increased, decreased, by ___ calendar days. This document shall become an amendment to the contract and all provisions of the contract will apply hereto.

Accepted by: _____
 Contractor _____ Date _____

Owner _____ Date _____

Recommended by: _____
 Architect/Engineer _____ Date _____

Approved by: _____
 County of Delaware (Office of Housing and Community Development) _____ Date _____

Note: Work performed under this change order prior to County concurrence is at owner's risk. County concurrence will be evidenced by signature of OHCD Director (or where necessary, designated OHCD Staff).

CONSTRUCTION CONTRACTOR'S FEDERAL AFFIRMATIVE ACTION REQUIREMENTS

The following notice shall be included in, and shall be a part of, all solicitations for offers and bids on all Federal and Federally-assisted construction contracts or subcontracts in excess of \$10,000 to be performed in Delaware County: NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246).

1. The Offeror's or Bidder's attention is called to the "Non-Discrimination Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the CONTRACTOR'S aggregate workforce in each trade on all construction work in the covered area, are as follows:

Female Participation:

Goals (percent)
6.9

Minority Participation:

Goals (percent)
17.3

These goals are applicable to all the CONTRACTOR'S construction work (whether or not it is Federal or Federally-assisted) performed in the covered area.

The CONTRACTOR'S compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, his/her efforts to meet the goals established for the geographical area where the contracts resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the Contract, in each trade, and the CONTRACTOR shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from CONTRACTOR to CONTRACTOR or from project to project for the sole purpose of meeting the CONTRACTOR goals shall be a violation of the Contract, the Executive Order and the regulations of 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The CONTRACTOR shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the Contract resulting from this solicitation. The notification shall list the name, address and telephone number of the Subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the Contract is to be performed.
4. As used in this Notice, and in the Contract resulting from this solicitation, the "covered area" is Delaware County.

**STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY
CONSTRUCTION CONTRACT SPECIFICATIONS
(EXECUTIVE ORDER 11246)**

1. As used in these specifications:
 - A. "Covered Area" means the geographical area described in the solicitation from which this Contract resulted.
 - B. "Director" means Director, Office of Federal contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority.
 - C. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U. S. Treasury Department Form 941.
 - D. "Minority" includes:
 - (i) Black (all persons having origins in any of the black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Island); and
 - (iv) American Indian or Alaska native (all persons having origins in any of the original peoples of North America maintaining identifiable tribal affiliations through membership and participation or community identification.
2. Whenever the CONTRACTOR, or subcontractor at any tier, subcontracts any portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000, the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation, and which is set forth in the solicitations from which this Contract resulted.
3. If the CONTRACTOR is participating (pursuant to 41 CFR 60-4.5) in any Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. CONTRACTOR must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each CONTRACTOR or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO Clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other CONTRACTOR or subcontractors toward a goal in an approved Plan does not excuse any covered CONTRACTOR'S or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
4. The CONTRACTOR shall implement the specific affirmative action standards provided in Paragraphs 7A through P of these specification. The goals set forth in the solicitation from which this Contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the CONTRACTOR shall reasonably be able to achieve in each construction trade in

which it has employees in the covered area. The CONTRACTOR is expected to make substantially uniform progress toward its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the CONTRACTOR has a collective bargaining agreement, to refer either minorities or women shall execute the CONTRACTOR'S obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trained to be counted in meeting the goals, such apprentices and trainees must be employed by the CONTRACTOR during the training period, and the CONTRACTOR must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The CONTRACTOR shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be used upon its effort to achieve maximum results from its actions. The CONTRACTOR shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - A. Ensure and maintain a working environment free of harassment, intimidation and coercion at all sites, and in all facilities at which the CONTRACTOR'S employees are assigned to work. The CONTRACTOR, where possible, will assign two or more women to each construction project. The CONTRACTOR shall specifically ensure that all foremen, superintendents and other on-site supervisory personnel are aware of and carry out the CONTRACTOR's obligation to maintain such working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - B. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when CONTRACTOR or its unions have employment opportunities available and maintain a record of the organization's responses.
 - C. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was referred to the CONTRACTOR by the union or, if referred, not employed by the CONTRACTOR, this shall be documented in the file with the reason; therefore, along with whatever additional actions the CONTRACTOR may have taken.
 - D. Provide immediate written notification to the Director when the union or unions with which the CONTRACTOR has a collective bargaining agreement has not referred to the CONTRACTOR a minority person or woman sent by the CONTRACTOR, or when the CONTRACTOR has other information that the union referral process has impeded the CONTRACTOR's efforts to meet its obligations.
 - E. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the CONTRACTOR's employment needs, especially those programs funded or approved by the Department of Labor. The CONTRACTOR shall provide notice of these programs to the sources compiled under 7B above.

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- F. Disseminate the CONTRACTOR's EEO policy by providing notice of policy to unions and training programs and requesting their cooperation in assisting the CONTRACTOR in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement, by publicizing it in the company newspaper annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location when construction work is performed.
- G. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings and persons attending, subject matter discussed and disposition of the subject matter.
- H. Disseminate the CONTRACTOR'S EEO policy externally by including in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the CONTRACTOR'S EEO policy with other CONTRACTORS and subcontractors with whom the CONTRACTOR does or anticipates doing business.
- I. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority female recruitment and training organizations serving the CONTRACTOR'S recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the CONTRACTOR shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- J. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a CONTRACTOR'S workforce.
- K. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- L. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- M. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the CONTRACTOR'S obligations under these specification are being carried out.
- N. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- O. Document and maintain a record of all solicitations of offers for subcontracts from minority

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and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

P. Conduct a review, at least annually, of all supervisor's adherence to and performance under the CONTRACTOR'S EEO policies and affirmative action obligations.

8. CONTRACTORS are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7A through P). The efforts of a contractor association, joint contractor-union, contractor- community, or other similar group of which the CONTRACTOR is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7A through P of these specifications provided that the CONTRACTOR actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program reflected in the CONTRACTOR'S minority and female workforce participation, makes a good faith effort to meet its individual goal and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the CONTRACTOR. The obligation to comply, however, is the CONTRACTOR'S and failure of such a group to fulfill an obligation shall not be a defense for the CONTRACTOR'S noncompliance.
9. A single goal for minorities and a separate single goal for women has been established. The CONTRACTOR, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and nonminority. Consequently, the CONTRACTOR may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the CONTRACTOR may be in violation of the Executive Order if a specific minority group of women is underutilized).
10. The CONTRACTOR shall not use the goals and timetables or affirmative action standards or discriminate against any person because of race, color, religion, sex or national origin.
11. The CONTRACTOR shall not enter into any subcontract with any person or firm disbarred from Government contracts pursuant to Executive Order 11246.
12. The CONTRACTOR shall carry out such sanctions and penalties for violations of these specifications and or the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations by the Office of Federal Contract Compliance Programs. Any CONTRACTOR who fails to carry out such sanctions and penalties shall be in violation of the Specifications and Executive Order 11246, as amended.
13. The CONTRACTOR, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in Paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the CONTRACTOR fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The CONTRACTOR shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions herein as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of Pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, CONTRACTORS shall be required to maintain separate records.

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15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

NONDISCRIMINATION CLAUSE

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

1. Contractor shall not discriminate against any employee, applicant for employment, independent contractor, or any other person because of race, color, religious creed, ancestral national origin, age, or sex. Contractor shall take affirmative action to ensure that applicants employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, handicap, ancestry, national origin, age, or sex. Such affirmative action shall include, but is not limited to employment, upgrading, demotion or transfer, recruitment, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or selection for training. Contractor shall post in conspicuous places, available to employees, agency of applicants for employment, and other persons, a notice to be provided by the contracting agencies setting forth the provisions of this nondiscrimination clause.
2. Contractor shall, in advertisements or requests for employment placed by it or on its behalf, state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, handicap, ancestry, national origin, age or sex.
3. Contractor shall send each labor union or workers' representative with which it has collective bargaining agreement or other contract or understanding, a notice advising said labor union or workers' representative of its commitment to this nondiscrimination clause. Similar notice shall be sent to every other source of recruitment regularly utilized by Contractor.
4. It shall be no defense to a finding of noncompliance with this nondiscrimination clause that Contractor had delegated some of its employment practices to any union, training program or other source of recruitment which prevents it from meeting its obligations. However, if any evidence indicates that the Contractor was not on notice of the third-party discrimination or made good faith effort to correct it, such factor shall be considered in mitigation in determining appropriate sanctions.
5. Where the practices of a union or any training program or other source of recruitment will result in the exclusion of minority group persons, so that Contractor will be unable to meet the obligations under this nondiscrimination clause. Contractor shall then employ and fill vacancy through other nondiscriminatory employment procedures.
6. Contractor shall comply with all state and federal laws prohibiting discriminatory hiring or employment opportunities. In the event of Contractor's noncompliance with the nondiscrimination clause of this contract or with any such laws, this contract may be terminated, suspended, in whole or in part, and Contractor may be declared temporarily ineligible for future Commonwealth contracts, and other sanctions may be imposed and remedies invoked.
7. Contractor shall furnish all necessary employment documents and records to, and permit access to its books, records, and accounts by the contracting agency for purposes of investigation to ascertain compliance with the provisions of this clause. If Contractor does not possess documentation records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the contracting agency.
8. Contractor shall actively recruit minority and women subcontractors or subcontractors with substantial minority representation among their employees.
9. Contractor shall include the provisions of this nondiscrimination clause in any subcontract, so that such provisions will be binding upon each Subcontractor.
10. Contractor obligations under this clause are limited to the Contractor's facilities in Pennsylvania or, where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

CONTRACTOR _____

Date _____

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CONFLICT OF INTEREST

Interest of Local Public Officials

No member of the governing body of the locality or entity and no other officer, employee, agent or public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this contract; and the governing body contractor shall take appropriate steps to assure compliance.

Interest of Contractor and Employees

The Contractor covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract, no person having any such interest shall be employed.

RECORDS AND AUDITS

The Contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the Municipality and County to assure proper accounting for all project funds. These records will be made available for audit purposes to the Municipality and County or any authorized representative and will be retained for three years after the close out of the project by the County unless stipulated otherwise by the County.

The undersigned contractor agrees to abide by the above provisions.

By: _____
Contractor

_____ Date

MBE/WBE Outreach

The undersigned prime contractor agrees to solicit at least 5 bids and/or quotes from minority-/female-owned businesses and record them on the **MBE/WBE Contact/Solicitation Statement** form. The prime contractor is not required to use these businesses, but these contacts must at least be made. An MBE/WBE directory of minority- and/or female-owned contractors and businesses in the Delaware County area is available and can be used to facilitate this requirement, although Primes are free to use any other MBE/WBE contractors as well. **This form must be submitted with the Prime Contractor Questionnaire.**

Contractor

Date

Section 3 Certification
Training, Employment and Contracting Opportunities
For Businesses and Lower Income Persons

The project assisted under this contract is a provision of the Housing and Urban Development Act of 1968 (12 U.S.C. of 1701u) that is regulated by the provisions of 24 CFR 75. Section 3 regulations ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing and to business concerns which provide economic opportunities to low- and very low-income persons. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.

Notwithstanding any other provision of this contract, the Contractor shall carry out the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary set forth in 24 CFR Part 75 (published in 85 Federal Register 60907, September 29, 2020) and all applicable rules and orders of the Secretary issued thereunder. The requirements of said regulations include but are not limited to the development and implementation of an affirmative action plan for utilizing business concerns located within or owned in substantial part by persons residing in the area of the project; the making of a good faith effort, as defined by the regulations, to provide training, employment and business opportunities required by Section 3; and incorporation of the "Benchmark Notice" specified by Section 24 CFR 75.23 (b)(1) and (b)(2) of the regulations in all contracts for work in connection with the project. The Contractor certifies and agrees that it is under no contractual or other disability that would prevent it from complying with these regulations.

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 75, and all applicable rules and orders of the Secretary issued thereunder prior to approval by the Government of the application for this contract shall be a condition of the Federal financial assistance provided to the project, binding upon the Contractor, its successors and assigns. Failure to fulfill these requirements shall subject the Contractor, its contractors and subcontractors, its successors, and assigns to the sanctions specified by this Contract and to such sanctions as are specified by 24 CFR 75.

Company

By: _____
Authorized Signature

Title: _____

Date: _____

CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS

(Applicable to Federally assisted construction contracts and related subcontracts exceeding \$100,000)

Compliance with Air and Water Acts

During the performance of this contract, the contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

- (1) A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
- (2) Agreement by the contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- (3) A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.
- (4) Agreement by the Contractor that he/she will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.

Name and Title of Signer (Print or type)

Signature

Date

**Certificate of Compliance with Federal
Labor Standards Provisions**

I, the undersigned _____, the duly authorized representative of _____ (hereinafter referred to as the "contractor"), do hereby certify that I have examined the Federal Labor Standards Provisions (HUD-4010) with related certificates and documents, and all of the conditions surrounding these provisions including, but not limited to the following:

1. The contractor is responsible for employing only eligible subcontractors who have certified eligibility in written contracts containing Federal Labor Standards Provisions.

2. The contractor is responsible for the payment of federal prevailing wage rates by its subcontractors while performing work under this contract. If the subcontractor fails to pay the prevailing wages as specified in this contract, the prime contractor may be required to make appropriate restitution to the underpaid workers.

3. The contractor is responsible for collecting weekly certified payrolls from its subcontractors, review said payrolls for compliance with the federal wage rates, and forward same to the local government contract authority.

4. The contractor also understands that only those classifications listed in the original bid documents are applicable to this job, and no special classifications may be incorporated after contract award.

The prime contractor hereby agrees to perform all of its responsibilities in conformance with the Federal Labor Standards Provisions both diligently and effectively.

BY: _____

DATE: _____

TITLE: _____

HUD 4010

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

"General Decision Number: PA20260004 01/30/2026

Superseded General Decision Number: PA20250004

State: Pennsylvania

Construction Types: Heavy and Highway

Counties: Bucks, Chester, Delaware, Montgomery and Philadelphia Counties in Pennsylvania.

HEAVY AND HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/02/2026
1	01/09/2026
2	01/23/2026
3	01/30/2026

BOIL0013-003 01/01/2025

	Rates	Fringes
BOILERMAKER.....	\$ 55.00	35.48

CARP0219-005 05/01/2025

	Rates	Fringes
MILLWRIGHT.....	\$ 54.54	38.78

CARP0255-006 05/01/2025

	Rates	Fringes
CARPENTER.....	\$ 57.36	30.09

FOOTNOTE:

A. PAID HOLIDAY: LABOR DAY

CARP0474-004 05/01/2025

	Rates	Fringes
PILEDRIVERMAN.....	\$ 48.25	44.92

ELEC0098-001 05/05/2025

BUCKS COUNTY: Starting at the Delaware River and following the west limits of the Borough of Bristol, along the continuation of U.S. Highway 13 and under the Pennsylvania Railroad Bridge to Route 09113, north 09113 to Route 152, north along Route 152 to the Humeville Road, east on Humeville Road to Route 333, north on Route 344 to the junction of Spurs 281 and 252, continue north on Spur 252 to Route 09028, west on 09028 to Route 152, north on 152 to TR 232, north on TR 532 to Tr 113, north on TR 113 to TR 232 at Anchor Inn, northeast on TR 232 and continue northeast along Rounte 659 to Route 09060, west on 09060 to Route 402, north on 402 to the Borough line at the southwest corner of the Borough of New Hope. The Bouough of New Hpoe is excluded.Starting at the Delaware at the Delaware River and proceeding southwest along the Plumstead-Solebury

and the Plumstead-Buckingham Township lines to Route 09064, northwest on 09064 to U.S. Highway 611 south on 611 to the spur of Route 270, northwest along the spur to Route 397, Southwest on 397 to Route 350, southeast on 350 to Route 395, southwest on 395 to Route 09060, southeast on 09069 to Route 09041 southwest on 09041 to the Montgomery County line.

DELAWARE COUNTY: That portion east of a line following State Highway 320 from Montgomery County to Maple, then along the Springfield Road to Saxer Ave, along Saxer Avenue to Powell Road, along Powell Road to State Highway 420 and continuing in a straight line to the Delaware River. MONTGOMERY COUNTY:

That portion southeast of a line following Lower State Road from Bucks County southwest to the Bethlehem Pike (U.S Highway 309), south on the Bethlehem Pike to the Penllyn Pike, southwest on the Penllyn and Blue Bell Pikes to the Wissahickon Creek, southeast on the Wissahickon Creek to the Butler Pike to North Lane near Conshohocken Borough, southwest on North Lane to Schuylkill River and continuing southeast in a line to the Spring Mill Road and southwest on the Spring Mill Road to Delaware County. PHILADELPHIA COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 70.97	46.13

ELEC0102-003 06/02/2025

BUCKS COUNTY (Plumstead, Bedminister, Tinicum, Nockamixon, Bridgeton and Durham Townships in their entirety, and that portion of Haycock and Springfield Townships east of a line following State Highway 412, from Northampton County south to Route 09071 to State Highway 212, along Highway 212 to Route 09068, and along 09068 to State Highway 313. Also included is that portion of Dublin Borough east of State Highway 313

	Rates	Fringes
ELECTRICIAN.....	\$ 65.43	64.50%

ELEC0126-002 06/03/2024

CHESTER, DELAWARE, MONTGOMERY, PHILADELPHIA, AND REMAINDER OF BUCKS COUNTY

	Rates	Fringes
Line Construction:		
Cable Splicer.....	\$ 62.54	34.25%+11.50
Groundman.....	\$ 37.52	34.25%+11.50
Lineman.....	\$ 62.54	34.25%+11.50
Truck Driver.....	\$ 40.65	34.25%+11.50
Winch Truck Operator.....	\$ 43.78	34.25%+11.50

ELEC0269-001 01/05/2026

BUCKS COUNTY (Area East of a line starting at the Delaware River and following the west limits of the Borough of Bristol, along the continuation of U.S. Highway 13 and under the Pennsylvania Railroad Bridge to Route 09113, north along 09113 to route 152, north along route 152 to the Hulmeville Rd., east on the Hulmeville to Route 344, north on route 344 to the junction of Spurs 281 and 252 continue north on spur 252 and

route 09028, west on 09028 to Route 152, north on 152 to TR 532, north on TR 532 to TR 113, north on TR 113 to TR 232 as Anchor Inn, northeast on TR 232 and continue northeast along 659 to Route 09060, West on 09060 to Route 402, north on 402 to the Borough Line at the southwest corner of the Borough of New Hope; including the Boroughs of New Hope and Bristol)

	Rates	Fringes
ELECTRICIAN.....	\$ 63.82	65.80%

ELEC0269-002 07/07/2025		

BUCKS COUNTY - That portion east of a line starting at the Delaware River and following the west limits of the Borough of Bristol, along the continuation of U.S. Highway 13 and under the Pennsylvania Railroad Bridge to Route 09113, north along 09113 to route 152, north along route 152 to the Hulmeville Rd., east on the Hulmeville to Route 344, north on route 344 to the junction of Spurs 281 and 252 continue north on spur 252 and route 09028, west on 09028 to Route 152, north on 152 to TR 532, north on TR 532 to TR 113, north on TR 113 to TR 232 as Anchor Inn, northeast on TR 232 and continue northeast along 659 to Route 09060, West on 09060 to Route 402, north on 402 to the Borough Line at the southwest corner of the Borough of New Hope. The Boroughs of New Hope and Bristol are included.

	Rates	Fringes
Line Construction:		
Cable Splicer.....	\$ 68.02	64.75%
Groundman, Truck Driver.....	\$ 49.47	64.75%
Linemen and Heavy Equipment Operator.....	\$ 61.84	64.75%

ELEC0313-003 06/01/2011		

DELAWARE COUNTY :(That portion south of U.S. Highway No. 1 and west of U.S. Highway No. 202) Chester County (That portion South and east of U. S. Highway 1)

	Rates	Fringes
ELECTRICIAN.....	\$ 35.00	23.70

* ELEC0375-001 06/01/2025		

BUCKS COUNTY (East Rock Hill, West Rock Hill, Milford and Richland Townships in their entirety and that portion of Haycock and Springfield Townships west of a line following State Highway 212 from Northampton County South to Route 09071 along 09071 to state Highway 212, along Highway 212 to Route 09068 and along 09068 to State Highway 313) MONTGOMERY COUNTY(Upper Hanover Twp.in its entirety)

	Rates	Fringes
ELECTRICIAN.....	\$ 50.00	25.93

ELEC0380-001 05/05/2025		

BUCKS COUNTY (Hilltown and New Britain Townships in their entirety; that portion of Telford Borough Northeast of County Line Road (Main Street) and bounded by West Rock Hill and Hilltown Township that portion of Dublin Borough West of State Highway 313, and that portion of Doylestown and Warrington Townships and Doylestown Borough Northwest of a line following U.S. Highway 611 South from Route 09064 to the spur of Route 270, and proceeding Northwest along the spur to Route 397, Southwest on 397 to Route 350, Southeast on 350 to Route 395, Southwest on 395 to Route 09069, Southeast on 09069 to Route 09041, Southwest on 09041 to the Montgomery County Line)

DELAWARE COUNTY (The portion of Radnor Township North of U.S Highway 30 and West of State Highway 320) MONTGOMERY COUNTY (The portion Northwest of a line following Lower State Road from Bucks County Southwest to Bethlehem Pike (U.S. Highway 309), South on Bethlehem Pike to Penllyn Pike, Southwest on the Penllyn and Blue Bell Pikes to Wissahickon Creek to the Butler Pike, Southwest Wissahickon Creek to Butler Pike, Southwest on Butler Pike, to North Lane near Conshohocken Borough, Southeast on North Lane to the Schuylkill River and continuing Southeast in a line to Spring Mill Road, Southwest on Spring Mill Road to Delaware County; but excluding Upper Hanover, Douglas, Upper Pottsgrove, West Pottsgrove Townships and also excluding that portion of the Borough of Pottstown North and West of a line drawn Northeast on Kein Street from the Schuylkill River to Reading Railroad Northwest on the railroad to Madison Street, to High Street, East on High Street to Green Street, North on Green Street and Northeast on Mintzer Street to Lower Pottsgrove Township Line, along this township line and the borough line Northwest to Adams Street and Beehive Road, Northeast on Beehive Road to the Township Line at Mervine Street)

CHESTER COUNTY (East Coventry, East Vincent, West Vincent, East Pikeland, West Pikeland, Uwchlan, Upper Uwchlan, East Brandywine, Schuylkill and Charleston Townships in their entirety, and that portion of Clan, East Clan, East Whiteland & West Whiteland, Tredyffrin, Willistown, Easttown Townships and Borough of Downingtown north of U. S.Highway 30)

	Rates	Fringes
ELECTRICIAN.....	\$ 58.63	46.58

 ELECO654-001 06/02/2025

DELAWARE COUNTY (The portion south of U.S. Highway 30 and north of that part U.S. Highway 1 between U.S. Highway 202 and the Chester County Line, and east of that part of U.S. Highway 202 between U.S. Highway 1 and the Delaware Line, and west of a line extending from Montgomery County along State Route 320 to Maple, then along the Springfield Road to Saxer Avenue, along Saxer Avenue to Powell Road; along Powell Road to State Highway 420; along 420 and continuing in a straight line to the Delaware River in the State of Pennsylvania) CHESTER COUNTY (That portion south of U. S. Highway 30 and north of that part of U.S. Highway 1)

	Rates	Fringes
ELECTRICIAN.....	\$ 52.71	27.85%+25.29

 ELECO743-001 09/01/2025

CHESTER (Coatesville, Honey Brook, South Coventy, Valley, Wallace, Warwick, West Brandywine, West Clan, and West Nantmeal Twps); AND MONTGOMERY (Douglas, Pottstown, Upper Pottsgrove, and West Pottsgrove, Twps) COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 46.02	27.98

New Year's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Veterans' Day, Thanksgiving Day, and Christmas Day.

 ELEC0743-007 09/01/2025

CHESTER COUNTY (The portion of Sadsbury and West Sadsbury Township north of U.S. Highway 30)

	Rates	Fringes
ELECTRICIAN.....	\$ 46.02	27.98

 * ENGI0542-005 05/01/2024

	Rates	Fringes
Power equipment operators: (HEAVY, HIGHWAY, AND WATER LINE CONSTRUCTION (Off Plant Site))		
GROUP 1.....	\$ 53.36	33.65+A
GROUP 1a.....	\$ 56.37	34.53+A
GROUP 2.....	\$ 53.11	33.58+A
GROUP 2a.....	\$ 56.13	34.45+A
GROUP 3.....	\$ 49.03	32.37+A
GROUP 4.....	\$ 48.73	32.28+A
GROUP 5.....	\$ 47.00	31.78+A
GROUP 6.....	\$ 46.02	31.48+A

FOOTNOTE: A. PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day and Christmas Day

TOXIC/HAZARDOUS WASTE REMOVAL
 Add 20 per cent to basic hourly rate for all classifications

- 2POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Handling steel and stone in connection with erection, cranes doing hook work, any machine handling machinery, helicopters, concrete pumps building machines similar to the above, including remote control equipment.

GROUP 1a: Machines handling steel, or the functional equivalent, and stone in connection with erection 15 ton and over factory rating; Cranes doing hook work 15 ton and over factory rating; Any machines handling machinery; High Rail/Burro Crane 15 ton and over factory rating; Rail Loader (Winch Boom Type) 15 ton and over factory rating; Concrete Pumps (Building) 120 feet of Boom length or less

(200 yard pour or less); Machines similar to above, including remote control equipment; Equipment in this Wage Group that does not require an oiler.

GROUP 2: All types of cranes, All types of backhoes, Cableways, Draglines, Keystones, all types of shovels, Derricks, Pavers 21E and over, Trenching machines, Trench shovel, Graddalls, Front-End loaders, Boat Captain, Pippin type backhoes, Tandems scrapers, Towers type crane operation erecting, Dismantling, Jumping or Jacking, Drills (self-contained), (drillmaster type) forklift (20 ft. and over), Moter patrols (fine grade), Batch plant with mixer, Carryalls, Scraper, Trounapulls, Roller (Hith Grade Finishing), Spreaders (asphalt), Bulldozers and Tractors, Mechanic welder, Conveyor loaders (euclid-type wheel), Concrete pump, Milling Machines, Hoist with two towers, Building hoist double drum (unless used as a single drum), Mucking machines in tunnel, All auto grade and concrete finishing machines, Bundle pullers/extractors (tublar), toxic/hazardous waste removal rate 20 per cent added to all classification, bobcat, side broom, directional boring machines, vermeet saw type machines (other than hand held) tractor mounted hydro axe, chipper with boom, all machine similar to the above includidng remote control equipment.

3: Asphalt plant engineers, Well drillers, Ditch witch (small trencher), Motor patrols, Fine grade machines, Ten-ton roller (grade fill stone base), Concrete breaking machines, Guilloline only, Stump grinder, Conveyors (except building conveyors), Fork lift trucks of all types, High pressure boliers, Machine similar to the above, including remote control equipment.

GROUP 2a: Crawler backhoes and Crawler gradalls over one cubic yard factory rating; Hydraulic backhoes over one cubic yard factory rating; All types of cranes 15 ton and over factory rating; Single person operation truck cranes 15 ton and over factory rating; Cherry picker type machinery and equipment 15 ton and over factory rating; Concrete Pumps (Heavy/Highway); Machines similar to above, including remote control equipment; Equipment in this Wage Group that does not require an oiler.

GROUP 3: Asphalt plant engineers, Well drillers, Ditch witch (small trencher), Motor patrols, Fine grade machines, Ten-ton roller (grade fill stone base), Concrete breaking machines, Guilloline only, Stump grinder, Conveyors (except building conveyors), Fork lift trucks of all types, High pressure boliers, Machine similar to the above, including remote control equipment.

GROUP 4: Seaman, Pulverzer form line grader, Farm tractors, road finishing, Concrete spreader, Power broom (self-contained), Seed spreader, Grease truck.

GROUP 5: Compressors pumps, Well point pumps, Welding machines Tireman, Power equipment, Maintenance engineer (power boats), and macnines similar to the above.

GROUP 6: Fireman, Oilers and deck hands (personnel Boats), grease truck.

IRON0401-001 07/01/2025

BUCKS (Includes the towns of BEnsalem, Breadysville, Bristol

Churchville, Cornwells Heights, Davisville, Eddington, Feasterville, Hartsville, Johnsville, Line Lexington, Neshaminy, Southampton, Tradesville, Trevoise, Unionville, Warminster, and Warrington); DELAWARE (North of a line running along State Rt 352 to right on State Rt 291 to State Line); CHESTER (Includes the towns of Aldham, Anselma, Bacton, Berwyn, Cedar Hollow, Charlestown, Chester Springs, Cromby, Devon, Devault, Daylesford, Diamond Rock, Dutton Mill, Frazer, Goshenville, Howellville, Kimberton, Ludwigs Corner, Paoli, Matthews, Perkiomen Junction, Phoenixville, Rapps Corner, Rocky Hill, Stratford, Sugartown, Tanguy, Valley Forge, Valley Store, White Horse, Williams Corner, and Wilsons Corner); MONTGOMERY (Remainder); and PHILADELPHIA COUNTIES

	Rates	Fringes
IRONWORKER, STRUCTURAL AND ORNAMENTAL.....	\$ 56.50	45.30

IRON0404-023 07/01/2024		

MONTGOMERY COUNTY (Anise, Berguy, Congo, Douglas, East Greenfield, East Limerick, East Slaford, East Zieglerville, Engleville, Fagleysville, Ford, Gilbertsville, Green Lane, Hanover, New Perkisionenville, Niato, Palm, Obelish, Pennsburg, Perkiomen, Pottstown, Royerfored, Roytown, Sammamansville, Tylerport, Upper Hanover, Upper Pottsgrove, Upper Wodall, West Limerick, West Salford, and West Zieglerville Townships)

	Rates	Fringes
Ironworkers:.....	\$ 37.26	32.63

IRON0405-001 07/01/2025		

BUCKS (Includes the towns of Bensalem, Breadysville, Bristol, Churchville, Cornwell Heights, Davisville, Eddington, Festerville, Hartsville, Johnsville, Line Lexington, Neshaminy, Southampton, Transville, Trevoise, Unionville, Warminster, and Warrington), DELAWARE (North of a line running along State Route 352 to right on State Route 291 to State Line); CHESTER (Includes the towns of Aldham, Anselma, Bacton, Berwyn, Cedar Hollow, Charlestown Chester Springs, Cromby, Devon, Devault, Daylesford, Diamoand Rock, Dutton Mill, Frazer, Goshenville, Howellville, Kimberton, Ludwigs Corner, Paoli, Matthews, Perkiomen Junction, Phoenixville, Rapps Corner, Rocky Hill, Strafford, Sugartown, Tanguy, Valley Forge, Valley Store, White Horse, Williams Corner, and Wilsons Corner); MONTGOMERY (Remainder); AND PHILDELPHIA COUNTIES

	Rates	Fringes
IRONWORKER, REINFORCING Bucks, Chester, Delaware and Montgomery Counties.....	\$ 47.80	36.05
Philadelphia County.....	\$ 50.39	36.05
Reinforcing Steel Mesh, Rebar Work		

The following holidays shall be observed and when work is performed thereon it shall be paid for at twice the base rate: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Employees shall

be off Christmas Eve Day and receive four hours pay. Employees who have to work on Christmas Eve Day shall work four hours and be paid for eight hours pay for the holiday. Any time worked beyond four hours shall be paid at the double time rate plus the four hours holiday pay. To receive holiday pay, the employee must work the day before Christmas Eve and the first working day after Christmas Day.

 IRON0405-003 07/01/2025

BUCKS COUNTY (Includes the towns of Bensalem, Breadysville, Bristol, Churchville, Cornwells Heights, Davisville, Eddington, Feasterville, Hartsville, Johnsville, Line Lexington, Neshaminy, Southhampton, Tradesville, Trevoise, Unionville, Warminster, and Warrington), DELAWARE (North of a line running along State Route 352 to right on Stae Route 291 to State Line); CHESTER (Includes the towns of Alsham, Anselma, Bacton, Berwyn, Cedar Hollow, Charlestown, Chester Springs, Cromby, Devon, Devault, Daylesford, Diamond Rock, Dutton Mill, Frazer, Goshenville, Howellville, Kimberton, Ludwig Corner, Paoli, Mattews, Perkiomen Junction, Phoenixville, Rapps Corner, Rocky Hill, Strafford, Sugartown, Tanguy, Valley Forge, Valley Store, White Horse, Williams Corner); MONTGOMERY (Remainder); and PHILADELPHIA COUNTIES

	Rates	Fringes
IRONWORKER (Rigger and Machinery Mover)		
Bucks, Chester, Delaware and Montgomery Counties.....	\$ 44.77	36.05
Philadelphia County.....	\$ 46.86	36.05

The following holidays shall be observed and when work is performed thereon it shall be paid for at twice the base rate: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Employees shall be off Christmas Eve Day and receive four hours pay. Employees who have to work on Christmas Eve Day shall work four hours and be paid for eight hours pay for the holiday. Any time worked beyond four hours shall be paid at the double time rate plus the four hours holiday pay. To receive holiday pay, the employee must work the day before Christmas Eve and the first working day after Christmas Day.

 IRON0451-004 07/01/2024

CHESTER (Remainder of County), AND DELAWARE (Remainder of County) COUNTIES

	Rates	Fringes
Ironworkers: (Structural, Ornamental, and Reinforcing).....	\$ 41.10	35.85

The following holidays shall be observed, and when work is performed thereon it shall be paid for at twice the base wage rate: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 39.80	27.13
GROUP 2.....	\$ 40.00	27.14
GROUP 3.....	\$ 40.00	27.14
GROUP 4.....	\$ 34.60	27.14
GROUP 5.....	\$ 40.65	27.14
GROUP 6.....	\$ 40.70	27.14
GROUP 7.....	\$ 40.75	27.14
GROUP 8.....	\$ 40.30	27.14
GROUP 9.....	\$ 40.15	27.14
GROUP 10.....	\$ 40.40	27.14
GROUP 11.....	\$ 40.20	27.14
GROUP 12.....	\$ 43.90	27.14
GROUP 13.....	\$ 40.50	27.14

LABORERS CLASSIFICATIONS

GROUP 1: Yardwork Laborers; Scale Mixermen; Burnermen, Feeders; Dustmen

GROUP 2: General Laborer; Asphalt Shovelers; Sheeting, Shoring & Lagging Laborers; Stone, Granite & Artificial Stone Setting Laborer; Hod Carriers; Scaffold Builders; Relief Joints & Approach Slabs; Assembling & Placing Gabions; Pneumatic Tool Laborers; Concrete Forms & Stripping Laborers; Concrete & Lumber Material Laborers; Steel & Steel Mesh (Carrying & Handling); Form Pinners; Mortar Mixers; Pouring & Placing Concrete; Grade Men

GROUP 3: Vibrator Laborer; Finish Surface Asphalt Rackers; Jackhammer Operators; Paving Breaker Operator; Pipelayer & Caulker (all joints up to within 5 feet of the Building Foundation Line); Conduit & Duct Layers

GROUP 4: Flagperson

GROUP 5: Miners

GROUP 6: Welders and Burners

GROUP 7: Miner Bore Driver; Blasters; Drillers; Pneumatic Shield Operator

GROUP 8: Form Setters

GROUP 9: Trackmen; Brackmen; Groutmen; Bottom Shaft Men; All Other Laborers in Free Air Tunnels; Underpinning (When an underpinning excavation is dug eight feet or more below the natural grade or where an excavation for a pier hole of five feet square or less and eight feet or more deep is dug, the rate shall apply only after a depth of eight feet is reached, to the men working in the bottom)

GROUP 10: Circular Caissons (Where an excavation for circular caissons are dug eight feet or more below the natural grade level adjacent to the starting point of the caisson hole, at ground level, for the men working in the bottom); Welders, Burners & Air Tuggers

GROUP 11: Powderman; Multiple Wagon Drill Operator

GROUP 12: Toxic/Hazardous Waste Handler

GROUP 13: Wagon Drill/Hydraulic Track Drill Operator

LAB00413-005 05/01/2025

	Rates	Fringes
Landscaping		
Farm Tractor Driver,		
Hydroseeder Nozzleman,		
Mulcher Nozzleman.....	\$ 31.73	23.72+A

FOOTNOTE:

A. PAID HOLIDAYS: Independence Day, Labor Day, and
Thanksgiving Day

PAIN0021-003 02/01/2025

	Rates	Fringes
Painters:		
Bridge.....	\$ 61.81	32.09
All Other Work.....	\$ 50.85	32.05

PLAS0592-008 05/01/2025

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 46.55	32.66

PLAS0592-012 05/01/2024

PHILADELPHIA COUNTY

	Rates	Fringes
PLASTERER.....	\$ 43.78	32.89

PLAS0592-013 05/01/2023

BUCKS, CHESTER, DELAWARE and MONTGOMERY COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 39.32	32.44

PLUM0420-001 05/01/2025

	Rates	Fringes
Steamfitter		
Bucks, Chester, Delaware,		
Montgomery and		
Philadelphia Counties.....	\$ 72.52	44.58

PLUM0690-008 05/01/2025

	Rates	Fringes
PLUMBER.....	\$ 70.53	38.81

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 37.42	23.325+a+b
GROUP 2.....	\$ 37.52	23.325+a+b
GROUP 3.....	\$ 37.77	23.325+a+b

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1 - Stake body truck (single axle, dumpster)

GROUP 2 - Dump trucks, tandem and batch trucks, semi-trailers, agitator mixer trucks, and dumpcrete type vehicles, asphalt distributors, farm tractor when used for transportation, stake body truck (tandem)

GROUP 3 - Euclid type, off-highway equipment or belly dump trucks and double hitched equipment, staddle (ross) carrier
** Low bed trailers shall be paid \$0.50 higher than the hourly rate for GROUP 2

FOOTNOTE:

a. PAID HOLIDAYS: Memorial Day, Independence Day, Labor Day, Thanksgiving Day and five personal holidays provided employee works at least one day in the three work days before and at least one day in the three work days after the said holiday. Employee earns a personal holiday every two months, provided employee has worked twenty-six day in each consecutive two month period, up to a maximum of five per calendar year. After 130 work days the employee is entitled to all five personal holidays.

b. PAID VACATION: Employee will earn one vacation day for every two months, provided employee has worked twenty-six day in each consecutive two month period, up to a maximum of five vacation days per calendar year. After 130 workdays the employee is entitled to all five days of vacation. Employees with 5 years of seniority, earn an additional week of vacation, accrued in the same way.

c. Low bed trailers shall be paid \$0.50 higher than the hourly rate for GROUP 2

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====
Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons

resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than "SU", "UAVG", "SA", or "SC" denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE:

UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to

davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

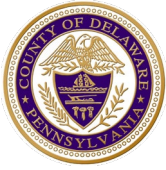
Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

=====
END OF GENERAL DECISION"



PRIME CONTRACTOR QUESTIONNAIRE

The Office of Housing & Community Development (OHCD) is required to gather demographic information for reporting purposes. All prime contractors must complete this form in its entirety and return it to OHCD. Prime contractors must ensure that subcontractors submit the Subcontractor Questionnaire.

1. Contractor Information

Prime Contractor Name: _____ EIN/ID Number/IRS Number: _____

Address: _____ City: _____ Zip: _____

Phone Number: _____ EMAIL: _____

2. Project Information

Project Name: _____

Project Location: _____

OHCD Project Number: _____ Type of Trade: _____

Type of work to be undertaken: _____

Type of Trade: _____

Contract Amount: \$ _____ Date of Agreement: _____

Estimated Start Date: _____ Estimated Completion Date: _____

3. Demographics

1. Check as appropriate regarding the racial character of the business owner (s) and controller(s):

- | | |
|--|--|
| <input type="checkbox"/> White | <input type="checkbox"/> American Indian/Native Alaskan & White |
| <input type="checkbox"/> Black/African American | <input type="checkbox"/> Asian & White |
| <input type="checkbox"/> American Indian/Native Alaskan | <input type="checkbox"/> Black/African American & White |
| <input type="checkbox"/> Asian | <input type="checkbox"/> American Indian/Native Alaskan & Black/African American |
| <input type="checkbox"/> Native Hawaiian/Other Pacific Islanders | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Hispanic | <input type="checkbox"/> Non-Hispanic |

2. Are the business owner (s) and controller(s):

Female-owned? _____

Resident of municipality of awarding contract? _____

Resident of Delaware County? _____

Continued Over

3. Indicate the number of employees in your firm by race, sex and Section 3 status. A Section 3 worker is a low- or very low-income resident (Refer to income limits below):

	Male	Female	Section 3
White	_____	_____	_____
Black/African American	_____	_____	_____
Native American/Native Alaskan	_____	_____	_____
Asian	_____	_____	_____
Native Hawaiian/Other Pacific Islanders	_____	_____	_____
Native American/Native Alaskan & White	_____	_____	_____
Asian & White	_____	_____	_____
Black/African American & White	_____	_____	_____
Native American/Native Alaskan & Black/African American	_____	_____	_____
Other _____	_____	_____	_____

4. Is your business a Section 3 Business Concern (Refer to definition and income limits below)?

Yes No

If yes, please submit the Section 3 Business Concern Certification form.

4. Income Limits and Definitions

Income Limits for determining low-income status:

Household Size:	1	2	3	4	5	6	7	8
Max. Annual Income: *	\$64,250	\$73,400	\$82,600	\$91,750	\$99,100	\$106,450	\$113,800	\$121,150

**Income limits as determined by HUD based on 80% AMI, effective 05/01/2024*

A Section 3 Business Concern is a business that meets at least one (1) of these criteria:

- At least 51 percent (%) of the business is owned and controlled by low- or very low-income persons.
- At least 51 percent (%) of the business is owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.
- Over 75 percent (%) of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers.

MBE/WBE Contact/Solicitation Statement

The Subrecipient and Prime Contractor are encouraged to solicit a minimum of 5 quotes/bids from minority/female owned businesses for all CDBG/HOME funded projects. Please refer to the MBE/WBE directory as needed.

Project Name

Subrecipient or Company Name

Contact Person

Telephone Number

Please list the minority- and/or woman-owned businesses and contractors from which you solicited quotes or bids in regard to this contract.

Company Name & Telephone #	MBE (×)	WBE (×)	Type of Work and/or Material to be Supplied	Dollar Amount of Quote

Authorized Signature

Print Name

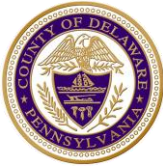
Title

Date

Section 3 Contact List

Please complete the Economic Opportunity Notification form to list any new hires that will be needed to complete this project. Also, list any subcontracting and/or supply needs that will be needed for this project on this form. Then send the form to the following Section 3 contacts. This effort is required to facilitate the use of Section 3 residents and businesses with respect to your HUD funded project.

1. **PA Career Link Delaware County (Chester City)**
701 Crosby Street, Chester PA 19013
(610) 447-1493
<https://pacareerlinkdelco.org/>
2. **Chester Area NAACP**
PO Box 863, Chester PA 19016
(267) 449-1802
<https://www.naacpchesterpa.org/>
3. **Chester Workforce Development Center**
1 Fourth Street, City Hall, Chester PA 19013
(610) 447-7793
<https://www.chestercity.com/resources/chester-workforce-development-center/>
4. **Delaware County Commerce Center**
100 West 6th Street, Suite 100, Media, PA 19063
(610) 566-2225
https://www.dccc.edu/business-community?utm_source=dccc.edu&utm_medium=link&utm_campaign=SelfID
5. **Delaware County Community College**
Department of Corporate College Workforce & Economic Development
DCCC Academic Building, 901 S. Media Line Road, Media, PA 19063
610-359-5137
https://www.dccc.edu/business-community?utm_source=dccc.edu&utm_medium=link&utm_campaign=SelfID
6. **Delaware County Workforce Development Board (DCWDB)**
1570 Garrett Road, Suite A, Upper Darby, PA 19082
Phone: 610-723-2200
<https://www.delcoworks.org/>



Delaware County Office of Housing & Community Development

SECTION 3 LABOR HOURS REPORTING

Instructions: Enter the labor hours worked for each Section 3 or Targeted Section 3 worker. If Davis Bacon applies, this form will identify workers on payrolls who will be considered Section 3.

Contractor Name: _____ Project Name: _____

Contract Amount: \$ _____ TOTAL Contract Labor Hours: _____

Is your business a Section 3 Business Concern?
(Must have approved Section 3 Business Concern Certification on file)

Employee Name	Address	Trade	Section 3 Worker	Targeted Section 3 Worker	Race / Ethnicity	Labor Hours Actual
			<input type="checkbox"/>	<input type="checkbox"/>		
			<input type="checkbox"/>	<input type="checkbox"/>		
			<input type="checkbox"/>	<input type="checkbox"/>		
			<input type="checkbox"/>	<input type="checkbox"/>		
			<input type="checkbox"/>	<input type="checkbox"/>		
			<input type="checkbox"/>	<input type="checkbox"/>		
TOTAL						

I hereby certify, under penalty of law, that the information presented on this form is correct to the best of my knowledge and that workers identified as Section 3 have annualized wages that fall below HUD's income limit.

Signature: _____

Date: _____

Print Name: _____

See Over for Definitions and Income Limits

Section 3 Worker Definitions

Section 3 Worker:

- A low or very low-income resident (the worker’s income for the previous or annualized calendar year is below the income limit established by HUD); or
- Employed by a Section 3 business concern: or
- A Youth Build participant.

Targeted Section 3 Worker

- Employed by a Section 3 business concern: or
- Currently meets or when hired met at least one of the following categories as documented within the past five years:
 - Resides within a 1-mile radius of project location; or
 - A Youth Build participant.

Income Limits

Household Size:	1	2	3	4	5	6	7	8
Max. Annual Income: *	\$66,850	\$76,400	\$85,950	\$95,500	\$103,150	\$110,800	\$118,450	\$126,100

**Income limits as determined by HUD based on 80% AMI, effective 6/1/2025*



SUBCONTRACTOR QUESTIONNAIRE

The Office of Housing & Community Development (OHCD) is required to gather demographic information for reporting purposes. All subcontractors must complete this form in its entirety and return it to OHCD.

1. Contractor Information

Subcontractor Name: _____ EIN/ID Number/IRS Number: _____

Address: _____ City: _____ Zip: _____

Phone Number: _____ EMAIL: _____

2. Project Information

Project Name: _____

Project Location: _____

OHCD Project Number: _____ Type of Trade: _____

Type of work to be undertaken: _____

Contract Amount: \$ _____ Date of Agreement: _____

Estimated Start Date: _____ Estimated Completion Date: _____

3. Demographics

1. Check as appropriate regarding the racial character of the business owner (s) and controller(s):

- | | |
|--|--|
| <input type="checkbox"/> White | <input type="checkbox"/> American Indian/Native Alaskan & White |
| <input type="checkbox"/> Black/African American | <input type="checkbox"/> Asian & White |
| <input type="checkbox"/> American Indian/Native Alaskan | <input type="checkbox"/> Black/African American & White |
| <input type="checkbox"/> Asian | <input type="checkbox"/> American Indian/Native Alaskan & Black/African American |
| <input type="checkbox"/> Native Hawaiian/Other Pacific Islanders | <input type="checkbox"/> Other _____ |

Hispanic Non-Hispanic

2. Are the business owner (s) and controller(s):

Female-owned? _____

Resident of municipality of awarding contract? _____

Resident of Delaware County? _____

Continued Over

3. Indicate the number of employees in your firm by race, sex and Section 3 status. A Section 3 worker is a low- or very low-income resident (Refer to income limits below):

	Male	Female	Section 3
White	_____	_____	_____
Black/African American	_____	_____	_____
Native American/Native Alaskan	_____	_____	_____
Asian	_____	_____	_____
Native Hawaiian/Other Pacific Islanders	_____	_____	_____
Native American/Native Alaskan & White	_____	_____	_____
Asian & White	_____	_____	_____
Black/African American & White	_____	_____	_____
Native American/Native Alaskan & Black/African American	_____	_____	_____
Other _____	_____	_____	_____

4. Is your business a Section 3 Business Concern (Refer to definition and income limits below)?

Yes No

If yes, please submit the Section 3 Business Concern Certification form.

4. Income Limits and Definitions

Income Limits for determining low-income status:

Household Size:	1	2	3	4	5	6	7	8
Max. Annual Income: *	\$64,250	\$73,400	\$82,600	\$91,750	\$99,100	\$106,450	\$113,800	\$121,150

**Income limits as determined by HUD based on 80% AMI, effective 05/01/2024*

A Section 3 Business Concern is a business that meets at least one (1) of these criteria:

- At least 51 percent (%) of the business is owned and controlled by low- or very low-income persons.
- At least 51 percent (%) of the business is owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.
- Over 75 percent (%) of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers.

CERTIFICATION OF NON-SEGREGATED FACILITIES

The Bidder certified that he does not maintain or provide for his employees any segregated facilities at any of his establishments and that he does not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of his certification will be a violation of the Equal Opportunity Clause in any contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage areas, transportation and facilities provided for employees which are segregated on the basis of race, color, religion or national origin, because of habit, local custom.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. Paragraph 1001.

DATE: _____

NAME OF BIDDER: _____

BY: _____

TITLE: _____

OFFICIAL ADDRESS (INCLUDING ZIP CODE)

PHONE NO.: _____

DELAWARE COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

**VERIFICATION OF CONTRACTOR ELIGIBILITY AND
TERMINATION OF INELIGIBLE CONTRACTOR**

I hereby certify that I / we am / are eligible for award of a Federally assisted or insured Contract.

In the event I / we am / are found ineligible after an award of Contract, said Contract shall be terminated and the matter will be referred to the Department of Labor for its action.

Signature

Date

Name of Firm

Subcontractor

Date

Name of Firm

THE DELAWARE COUNTY
DIRECTORY OF
MINORITY- & WOMAN-OWNED
AND SECTION 3
CONTRACTORS AND BUSINESSES



Prepared by the County of Delaware

OHCD **Office of Housing and Community Development**

600 N. Jackson Street, Rm. 101, Media, PA 19063 (610) 891-5425

Revised, August 2019

INTRODUCTION

This directory is published as an information listing only. It has been produced in response to HUD requirements to facilitate the use of minority and woman-owned and Section 3 contractors and businesses. Delaware County does not endorse the products and services offered nor does it vouch for the capacity, workmanship, financial stability, or minority status of the businesses listed in this directory. Neither the County of Delaware, its agents or anyone distributing the directory make any warranty regarding the contents of this directory and will not be liable or responsible for any loss, damages, or injury to persons or property in any manner arising out of or incident to the use of this directory, including all consequential damages. All listings and advertisements have been accepted for publication on the presumption that the information is true. This directory is also a working document that is neither exhaustive nor all-inclusive and will be updated on a periodic schedule. To be included in the next addition to this directory, please contact the Delaware County Office of Housing and Community Development at (610) 891-4312, 600 N. Jackson Street, Room 101, Media, PA 19063.

This directory has been updated using the original resource directory and the PA Department of General Services, MBE/WBE website:

<http://www.dgs.internet.state.pa.us/SBPI/AlphaResults.aspx>

<http://www.dgs.internet.state.pa.us/SmallDiverseBusinessSearch/>

<https://portalapps.hud.gov/Sec3BusReg/BRegistry/SearchBusiness>

Note: *** designates the MBE/WBE business is also registered as a Section 3 Business.

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A&E SERVICES**MBE/WBE:****ANN ROTHMANN DBA**

1224 Baltimore Pike, Suite 205
 Chadds Ford, PA 19317
 (610) 945-1839
 Ann Rothmann
arothmann@aol.com
arpe1991@gmail.com

APEX TECHNOLOGY GROUP LLC

1224 Baltimore Pike, Suite 205
 Chadds Ford, PA 19317
 (610) 558-0555
 Ali Shahid
ali@atgmail.net

CUETOKEARNEY DESIGN LLC

110 Park Avenue, Suite 1
 Swathmore, PA 19081
 (610) 544-1722
 Claudia Cueto
claudia@cuetokearney.com
cuetok@comcast.net

J&M PRESERVATION STUDIO LLC

105 Rutgers Avenue, Suite 244
 Swathmore, PA 19081
 (215) 769-1133
 Jessica Senker
info@jmpreservation.com

KOH ENGINEERS, LLC ***

325 Chestnut Street, Suite 800
 Philadelphia, PA 19106
 Duane A. Quamina
kohengineers@gmail.com

THERESA PEARCE SHEPHARD DBA

335 W. State Street
 Media, PA 19063
 (484) 442-8137
 Theresa Shephard
theresa@shephardrestoration.com
info@shephardrestoration.com

TREC GROUP INC

900 Old Marple Road
 Springfield, PA 19064
 (610) 328-6465
 Barbara Tulske
BARB@trecgroup.com

MBE/WBE:**ALBERT G CIPOLLONI, JR & SONS, INC**

719 Highland Avenue
 Morton, PA 19070
 (610) 543-6144
 Carol Cipolloni
agcip@live.com

COCCO CONTRACTING CORP

201 Saville Avenue
 Eddystone PA, 19022
 (610) 874-3400
 Lois E. Cocco
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COMPACTION GROUTING SERVICES INC

375 Parkmount Road
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 (610) 558-8999
 Kathrine L Miluski
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CONNELLY CONSTRUCTION CORP

1126 Upper State Road
 P.O. Box 587
 Montgomeryville, PA 18926
 (215) 362-6283
 Rita Connelly
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CONCRETE, CURBS & CURBING, MASONRY, SEWERS**GORECON INC**

PO Box 1778
 Doylestown, PA 18901
 (267) 880-0890
 Brina Sweet
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MARA RESTORATION INC

150 Roesch Avenue
 Oreland, PA 19075
 (215) 887-9900
 Patty McNamara
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OLD PHILADELPHIA ASSOCIATES INC

315 S. Bolmar Street
 West Chester, PA 19380
 (610) 436-8022
 Christina Patrone
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QUINN CONSTRUCTION INC

1017 4th Avenue, Suite 100
 Essington, PA 19029
 (610) 586-1332
 Elizabeth Quinn
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CONSTRUCTION/GENERAL CONSTRUCTION**MBE/WBE:****AKM CONSTRUCTION SERVICES INC**

350 S. Governor Printz Boulevard
Lester, PA 19029
(610) 362-0210
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AHJ CONSTRUCTION CO

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(215) 900-3508
Henry Robinson
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CHOATES G CONTRACTING LLC ***

225 Lincoln Highway
Philadelphia, PA 19111
(267) 864-7817
Darrel Choates, Jr.
darellchoates@gmail.com

HP TOTAL CONSTRUCTION ***

30 South 15th Street
Philadelphia, PA 19102
(215) 828-1944
Michael Bowman
Bowmanmichael215@gmail.com

LYON CONTRACTING SERVICES, LLC ***

702 N 3rd Street, Suite 209
Philadelphia, PA 19148
(267) 419-7800
Daniel Labrador
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NESMITH & COMPANY INC

2440 Tasker Street
Philadelphia, PA 19145
(215) 755-4570
Karen Burgoyne
k.burgoyne@nesmith-electric.com;
admin@nesmithcompany.com

PERRYMAN BUILDING & CONSTRUCTION

100 N. 20th Street, Suite 305
Philadelphia, PA 19103
(267) 538-0700
Angelo Perryman
angelop@perrymanbc.com

QUANTUM BUILDERS

295 E Swedesford Road, Suite 282
Wayne, PA 19087
(610) 453-8662
Victor Milbourne
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SECTION 3:**ATTRACTIVE PROPERTIES**

843 Tyson Avenue
Abington, PA 19001
(267) 625-7107
Alan Simbo
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NEW AGE DEVELOPMENT GROUP INC

125 East Elm, Suite 300
Conshohocken, PA 19428
(215) 676-1326
Dexter Lanigan
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CW3 INC

P.O. Box 794
Glenside, PA 19038
(215) 469-1302
Clifford Washington
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ADKINS MANAGEMENT INC

8109 Vermeer Place
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METRO SERVICE GROUP INC

1 International Plaza, Suite 550
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(844) 520-8331
Melissa Tate
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THE Q GROUP BUILDERS INC

138 Railroad Drive
Warminster, PA 18974
(215) 942-6700
Angelo Quisito
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DEMOLITION CONTRACTORS**MBE/WBE:****TAMCO CONSTRUCTION INC**

539 E Dark Hollow Road
Pipersville, PA 18947
(215) 416-3646
Tammy Johnson
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ELECTRICAL CONTRACTORS**MBE/WBE:****JUST IT'S ELECTRIC, LLC**

P.O. Box 881
 Bala Cynwyd, PA 19004
 (215) 473-5878
 Erik Truxon
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info@justitselectric.com

MJK ELECTRICAL CORPORATION

5957 Addison Street
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 (215) 471-4110
 Michael J. Jones
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SECTION 3:**BILAL BUSINESS WORKS, LLC**

441 West Champlost Street, Apt 2
 Philadelphia, PA 19120
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ENVIROMENTAL CONTRACTORS/CONSULTANTS**MBE/WBE:****ANCHOR CONSULTANTS LLC**

1224 BALTIMORE PIKE, Suite 205
 Chadds Ford, PA 19317
 (610) 945-1839
 Seema Nadeem
MARKETING@ANCHOR-CONSULTANTS.COM

FRERRICK CONSTRUCTION CO INC

811 Ivy Hill Road
 Philadelphia, PA 19150
 (215) 233-1600
 Janice Ferrick
Janice.Ferrick@comcast.net

KEATING ENVIROMENTAL

835 Spring Drive, Suite 200
 Exton, PA 19341
 (484) 876-2200
 Keith Choper
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WESTCHESTER ENVIRONMENTAL LLC

307 N Walnut Street
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 Matthew Abraham
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SECTION 3:**ENERGY COORDINATING AGENCY OF PHILADELPHIA**

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EXCAVATION**MBE/WBE:****FLOYD G HERSH INC**

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LANDSCAPING/HORTICULTURISTS**MBE/WBE:**

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 11 Graystone Drive
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RECREATION RESOURCE USA LLC
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 (610) 444-4402
 Kevin Umbreit
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RAM-T CORPORATION
 1121 Downingtown Pike
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 Cathy DiLuigi
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PAINTING CONTRACTORS**MBE/WBE:**

GRACIE PAINTING SERVICES, INC
 1222 East Columbia Avenue
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 (215) 345-0956
 Maude Martin
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SECTION 3:

EXCELLENT PAINTING USA, LLC
 3548 Woodhaven Rd
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 (267) 592-7593
craigexcellentpaintingusa@gmail.com

PLUMBING/MECHANICAL CONTRACTORS**MBE/WBE:**

CROMEDY CONSTRUCTION CORPORATION
 5702 Newtown Avenue
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JOHN KINKAID HEATING & AIR
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ROOFING CONTRACTORS**MBE/WBE:**

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 3213 Unionville Pike
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SECTION 3:

CLARK ROOFING CO
 6727 Lindbergh Blvd
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STRUCTURAL STEEL/IRON/METAL CONTRACTORS**MBE/WBE:**

E & K CONSTRUCTION SERVICES
 3070 Bristol Pike, Build 1 Suite 102C
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sheri_eandk@verizon.net

L B CONSTRUCTION ENTERPRISES INC
 905 Bethlehem Pike, Number 232
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 LaMar Childs
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mandy@lbconstructionenterprises.com

STRUCTURAL STEEL/IRON/METAL CONTRACTORS**MBE/WBE:****PBA CONSTRUCTION INC**

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QUINCO CONTRACTING & MAINTENANCE

842 Arrowhead Lane, PO Box 147
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qcm@quincocontracting.com

WINDOWS/DOORS/FLOORING/INSULATION**MBE/WBE:****ABSTRACT OVERHEAD DOOR COMPANY, INC *****

1911 Pennsylvania Avenue
 Croydon, PA 19021
 (215) 781-1500
 Mark Gallagher
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GRABOYES COMMERCIAL WINDOW CO

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 (215) 625-8810
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QUALITY FLOORING WORKROOM, INC

6176 Newtown Avenue
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SMITH FLOORING, INC ***

903 Townsend Street
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SUN LITE CORPORATION

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SECTION 3:**PHILLY OVERHEAD DOORS, INC**

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 Monica Shaw
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SHARON HILL INSULATION

240 Cherry Street
 Sharon Hill, PA 19079
 (610) 476-8477
 Ahmad Rahim
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PENNSYLVANIA ONE CALL



GOING TO DIG? Pennsylvania Act 287

Requires That You
Notify the Utilities
In The Political
Subdivision

**3 Working Days
In Advance.**

**We're Trying
To Make It
Just A**

**Little Simpler
For You!**

Want to stop long waits while utility companies come out and locate their lines or repair the line just broken because they weren't called? **PLAN AHEAD AND PREVENT COSTLY DELAYS. YOUR TIME IS VALUABLE. IT'S THE BEST INSURANCE YOU HAVE! CALL BEFORE YOU DIG! 800-242-1776**, and give us your work location. As detailed on the first page: if you have this ready when you call, the entire process will take less than 2 minutes of your time.

We will send this information to the **PARTICIPATING** utilities immediately and give you a work location serial number as proof of your call under the state law and a list of our participants involved in your work area. But remember we notify only **MEMBER** utilities! The member utilities in that municipality will locate their facilities and mark them with the appropriate stakes, flags, spray paint or spray chalk.

The colors represent:

RED	--	POWER
YELLOW	--	GAS
BLUE	--	WATER
ORANGE	--	COMMUNICATIONS
GREEN	--	SEWER

THAT'S ALL THERE IS TO IT! Our computerized communications system will forward the information almost as quickly as you hang up the phone to the appropriate participating utilities. You must contact all others directly. Remind them that **they** should participate too!

So remember, if you are planning to dig, bore, blast or demolish in Pennsylvania call our number. It's toll-free! And the locating service is at no cost to **YOU!** We are a non-profit organization supported by our participants.

PENNSYLVANIA ONE-CALL SYSTEM, INC.
1-800-242-1776

SECTION 08 11 13 – HOLLOW
METAL DOORS AND FRAMES

Scope of Work

Remove existing entrance door assemblies including doors, frames, hardware, thresholds, closers, and associated trim. Furnish and install new complete door assemblies including all hardware and accessories necessary for a fully operational system.

Typical Door Assembly Specifications

- Door Size: 3'-0" x 7'-0" x 1-3/4" thick (each) – Double Door Assembly – 60" Finish Open
- Door Material: 16-gauge cold-rolled steel, insulated polyurethane core (R-10 minimum)
- Frame: 16-gauge welded hollow metal frame, factory primed
- Fire Rating: 90-minute rating where required by code
- Hardware: ANSI/BHMA Grade 1 commercial hardware including ball bearing hinges, lever lockset, surface closer, ADA Compliant Panic Bar(s)
- Threshold: ADA-compliant aluminum threshold
- Weatherstripping: Full perimeter gasketing and door sweep
- Finish: Field-applied two coats acrylic enamel paint
- Installation: Install plumb and square per SDI standards; seal perimeter with silicone sealant

SECTION 09 51 00 – ACOUSTICAL
CEILINGS

Scope of Work

Remove existing acoustical ceiling tiles and grid system as required. Furnish and install new impact-resistant acoustical ceiling system suitable for gymnasium use.

Typical Ceiling System Specifications

- Ceiling Tile Size: 2' x 4' lay-in panels
- Tile Thickness: 5/8" minimum
- Type: Impact-resistant, washable gymnasium-rated tile
- NRC: Minimum 0.70; CAC: Minimum 35
- Fire Rating: Class A (ASTM E84)
- Existing Grid System: Heavy-duty 15/16" exposed T-bar, hot-dipped galvanized steel – **to remain**
- Suspension: 12-gauge hanger wires at 4'-0" O.C.
- Accessories: Hold-down clips for impact resistance; coordinate with lighting and HVAC
- Installation: Comply with ASTM C636; level tolerance $\pm 1/8"$ in 12'
- Existing Ceiling Height: Approximately 22-ft

Measurement and Payment

Payment for Entrance Door Assemblies shall include all labor, materials, removal, disposal, hardware, glazing, finishing, and incidentals necessary for complete installation.

Payment for Gymnasium Ceiling System shall include removal, disposal, new tiles, grid system, hangers, accessories, coordination, and full installation.