

EXHIBIT B

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Redevelopment Authority of the City of Coatesville (RDA) –

Additional Bid Specifications

THE FOLLOWING INSTRUCTIONS TO BIDDERS AND FORMS ARE MADE PART OF THE AGREEMENT BY AND BETWEEN THE REDEVELOPMENT AUTHORITY (RDA) AND BIDDER (CONTRACTOR)

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***The appropriate and valid Pennsylvania Prevailing Wage Schedule shall be part of the project and shall be paid by Bidder/Contractor**

CLEAN AIR AND WATER ACTS

This project is subject to the requirements of the *Clean Air Act, as amended, 42 USC 7401-7661, as amended, the Federal Water Pollution Control Act, as amended, 33 USC 1251-1387*, and the regulations of the Environmental Protection Agency with respect thereto, at *40 CFR Part 15, as amended*.

The Contractor and any of its Subcontractors for this project shall agree to the following requirements.

A. A stipulation by the Contractor or Subcontractors that any facility to be utilized in the performance of any non-exempt 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**.

B. Agreement by the Contractor to comply with all the requirements of the *Clean Air Act, as amended, (42 USC 7413 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.

C. 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.

D. Agreement by the Contractor that he will include or cause to be included the criteria and other requirements in paragraph A through D of this section in every non-exempt subcontract and requiring that the Contractor will take such action as the Government may direct as a means of enforcing such provision.

In no event shall any amount of the assistance provide under this funding be utilized with respect to a facility which has given rise in a conviction under *42 USC 7413 Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act*.

LEAD BASED PAINT HAZARD

The Contractor is hereby specifically made aware of the lead-based paint regulations, *24 CFR Part 35*, which are applicable to the construction or rehabilitation of residential structures. To the extent that this project involves residential structures, the Contractor will comply with the lead-based paint regulations.

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

The Contractor acknowledges familiarity with the requirements of *Pennsylvania's Steel Products Procurement Act*.

At the time of delivery of all products to which this Act applies, the Contractor will provide documentation, including but not limited to invoices, bills of lading, invoices and mill certifications, and all other documentation or information required by the Sub-Recipient to evidence compliance with the Act.

The Contractor acknowledges that failure of the Contractor, or any Subcontractors, to provide documentation satisfying compliance with the Act is a material breach of the Contractor's contractual obligations to the Sub-Recipient.

The Contractor acknowledges that determinations regarding compliance with these provisions and sufficiency of related documentation shall be at the sole discretion of the Sub-Recipient.

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 for the performance of the contract are not produced in the United States in sufficient quantities to meet the requirements of the contract.

EMPLOYMENT GUIDELINES: EQUAL EMPLOYMENT OPPORTUNITY

Attention of bidders is particularly called to the requirement for ensuring that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, age, ancestry, national origin, or handicap. Responsibility under the *Immigration Reform and Control Act of 198* for verifications of identity and employment eligibility in connection with Bidders' own agents/servants, workers, and employees, is assumed and continues to be assumed and complied with by the bidder.

The Bidder/Contractor expressly agrees to comply with the *Americans with Disabilities Act of 1990 (ADA)*, and all other applicable Federal, State, and/or Local laws, ordinances, rules, regulations and orders prohibiting discrimination in hiring or employment opportunities. Compliance is not delegable to any union, training program, or other source of recruitment, which prevents the Contractor from meeting his/her obligations hereunder. The Contractor has the responsibility and obligation to become aware of and comply with all applicable statutes, rules, regulations. etc. which affect this transaction in any regard.

INSURANCE REQUIREMENTS

The policy(s) of insurance shall be effective on the first day of work under the contract and shall remain in effect for the duration of the term of the contract or until the Sub-recipient's final acceptance of work performed, whichever shall last occur. If the Contractor's liability coverage is on a "claims made" basis, the Contractor will be required to provide the Sub-recipient with such additional security as the Sub-recipient, in its discretion deems satisfactory, to protect the Sub-recipient and RDA from claims arising after the cessation of work under the contract. Such security may include but is not limited to a bond with surety for a specified period of time.

Prior to commencement of work under the contract, the Contractor shall provide the Sub-recipient and RDA with a Certificate or Certificates of Insurance confirming the existence of coverage as stated above. Certificates shall be provided on the most current version of Acord Corporation Form 25-S and shall be signed originals. Copies of Certificates will not be accepted. The Certificate shall name the Subrecipient and the RDA as an additional insured and shall list under "Special Items" each coverage included under Commercial General Liability. The Certificate shall list both the effective date and termination date of each coverage certified and shall provide for thirty (30) days' notice of cancellation to the Sub-recipient and RDA. The Certificate shall also confirm that contractual liability coverage extends to the contract in question. Contractor's insurance agent(s) should be instructed not to leave blank spaces when issuing a Certificate of Insurance to the Subrecipient and RDA. All blanks should be filled in showing either "zero" or "not applicable" (N/A).

The insurance coverage hereinabove described shall be provided by financially responsible insurance companies with a Best's rating of "A" or better and shall be authorized and licensed to issue such policies of insurance in the Commonwealth of Pennsylvania. The Sub-recipient reserves the right to reject a Contractor's insurance coverage if, in the Sub-recipient's sole opinion, the insurance company does not meet these criteria.

INDEMNIFICATION

The Contractor shall agree to defend, at its own cost, and indemnify and hold harmless the Sub-recipient and RDA, its officers, agents and employees, from any and all liability for personal injury, including death of persons (including contractors, subcontractors and material men, and its/their officers, agents and employees) and/or property damage, damages, judgments, losses, claims, and expenses, including the costs of litigation and legal counsel, however caused, resulting directly or indirectly or in connection with the performance of any work to be performed by Contractor for the Sub-recipient. All work covered by the Contract done at the site of construction or repair or in preparing or delivering materials to the site, shall be at the risk of Contractor alone.

CONFLICT OF INTEREST STATEMENT

No member, officer, or employee of the Public Body, or its designees or agents, no member of the governing body of the locality in which the project is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this agreement.

NON-FEDERAL LABOR STANDARDS PROVISIONS

The following Non-Federal Labor Standards provisions, including the following provisions concerning maximum hours of work, minimum rates of pay, and overtime compensation, with respect to the categories and classifications of employees hereinafter mentioned are included in this Contract pursuant to the requirements of applicable State or local laws, but the inclusion of such provisions shall not be construed to relieve the Contractor or any subcontractor from the pertinent requirements of any corresponding Federal Labor Standards Provisions of this Contract. In case the minimum rates of pay set forth below shall be higher than the minimum rates of pay required by or set forth in the Federal Labor Standards Provisions of this Contract for corresponding classifications, the minimum rates of pay set forth below shall be deemed, for the purposes of this Contract, to be the applicable minimum rates of pay for such classifications. The limitations, if any, in these Non-Federal Labor Standards Provisions upon the hours per day, per week or per month which employees engaged on the work covered by this Contract may be required or permitted to work thereon shall not be exceeded.

REGULATIONS FOR PENNSYLVANIA PREVAILING WAGE ACT

The awarded construction contract is subject to the Pennsylvania Prevailing Wage Act as described below.

Subchapter E. PREVAILING REGULATIONS

Authority The provisions of this Subchapter E issued under act of August 15, 1961 (P.L. 987) (43 P.S. § 165-14), unless otherwise noted.

Source The provisions of this Subchapter E adopted May 23, 1975, 5 Pa.B. 1347, unless otherwise noted.

§ 9.101. Purpose and scope. (a) Every contract to which the Commonwealth, its political subdivisions, an authority created by the General Assembly of the Commonwealth including authorities created under the Municipality Authorities Act of 1945 (53 P. S. 301 - 401) and instrumentalities or agencies of the Commonwealth is a party, for construction, reconstruction, demolition, alteration or repair work other than maintenance work where the estimated cost of the total project is in excess of \$25,000, which requires or involves the employment by a contractor or subcontractor of laborers, mechanics, skilled and semi-skilled laborer; and apprentices in the performance of services directly upon the public work; project shall include in its specifications a provision stating the general prevailing minimum wage rates as determined by the Secretary which shall be paid for each craft or classification of workmen needed to perform the contract during the anticipated term thereof in the locality in which the public work is performed.

(b) Every person paid by a contractor or a subcontractor in any manner for his labor in the construction, reconstruction, demolition, alteration or repair work other than maintenance work done under contract and paid for in whole or in part out of the funds of a public body except work performed under a rehabilitation program or manpower training programs is "employed" and "receiving wages."

(c) These regulations do not apply to a public works contracts subject to the Walsh-Healey Act (41 U.S.C.A. § 35 - 45) or section 1 of the Davis-Bacon Act (40 U.S.C.A. § 276(a)).

(d) Work performed under a rehabilitation program arranged by and at a State institution primarily for teaching and up-grading the skills and employment opportunities of the inmates of the institution is not to be considered public work performed by a public body as defined in the act and this Subchapter.

§ 9.102. Definitions. The following words and terms, when used in this subchapter, have the following meanings, unless the context clearly indicates otherwise:

Act - The Pennsylvania Prevailing Wage Act (43 P. S. § 165-1 - 165-17).

Apprentice - A person employed and working under a bona fide apprenticeship program, directly related to the particular craft involved in the construction industry and registered with an approved by the Pennsylvania Apprenticeship and Training Council and whose training and employment are in full compliance with the provisions of The Apprenticeship and Training Act (43 P. S. § 90.1 - 90.10), approved July 14, 1961.

Authorized deduction - Those deductions which are authorized by the Wage Payment and Collection Law (43 P. S. §§ 260.1 - 260.45), approved July 14, 1961 and the Regulations of the Department of Labor and Industry issued pursuant thereto.

Bona fide collective bargaining agreement - The agreement negotiated between the historically established and recognized bargaining representatives for the employers and of the workmen for the particular crafts or classifications involved providing for applicable wage rates, hours of work, working conditions and contributions for employee benefits as defined in "contributions for employee benefits" in this section.

Classification - Specific categories of jobs which are performed within a "craft" as defined in this section. The term includes those specific categories of jobs which are performed by a "workman," as defined section 2(7) of the act (43 P. S. § 165-2(17)) and this section, and "apprentice," as defined in this section.

Contributions for employee benefits - "Fringe benefits" paid or to be paid, including payment made whether directly or indirectly, to the workmen for sick, disability, death, other than Workmen's Compensation, medical, surgical, hospital, vacation, travel expense, retirement and pension benefits.

Craft - Special skills and trades which are recognized as such by custom and usage in the building and construction industry.

Department - The Department of Labor and Industry of the Commonwealth.

General prevailing minimum wage rates, prevailing wage rates, minimum wage rates and wage rates - Rates as determined by the Secretary, as payable in the locality in which the public work is to be performed, for the respective crafts and classifications, including the amount of contributions for employee benefits as required by the act.

Locality - A political subdivision, or combination of the same, within the RDA in which the public work is to be performed. When no workmen for which a prevailing minimum wage is to be determined hereunder are employed in the locality, the locality may be extended to include adjoining political subdivisions where the workmen are employed in those crafts or trades for which there are no workmen employed in the locality as otherwise herein defined.

Maintenance work - The repair of existing facilities when the size, type or extent of the facilities is not thereby changed or increased.

Public body - The Commonwealth of Pennsylvania, its political subdivisions, authorities created by the General Assembly of the Commonwealth and instrumentalities or agencies of the Commonwealth.

Public work - Construction, reconstruction, demolition, alteration or repair work other than maintenance work, done under contract and paid for in whole or in part out of the funds of a public body where the estimated cost of the total project is in excess of \$25,000. The term does not include work performed under a rehabilitation or manpower training program.

Secretary - The Secretary of Labor and Industry or his authorized deputy or representative.

Workman - Includes laborer, mechanic, skilled and semiskilled laborer and apprentices employed by a contractor or subcontractor and engaged in the performance of services directly upon the public work project, regardless of whether their work becomes a component part thereof. The term does not include material suppliers or their employees who do not perform services at the job site.

Cross References This section cited in 34 Pa. Code § 9.105 (relating to determination of classification and general prevailing minimum wage rates).

§ 9.103. Required provisions. The specifications for every contract for a public work as defined herein shall contain at least the following conditions, provisions and requirements:

(1) The general prevailing minimum wage rates including contributions for employee benefits as determined by the Secretary which shall be paid to the workmen employed in the performance of the contract. The contract shall specifically provide that the contractor shall pay at least the wage rates as determined in the decision of the Secretary of Labor and Industry and shall comply with the conditions of the act approved August 15, 1961, and the regulations issued thereto, to assure the full and proper payment of the rates.

(2) The contract shall contain the stipulation that workmen shall be paid at least the general prevailing minimum wage rates and other provisions to assure payment thereof as set forth in this section.

(3) The contract provisions apply to work performed on the contract by the contractor and to work performed on the contract by subcontractors.

(4) The contractor shall insert in each of his subcontracts the stipulations contained in these required provisions and other stipulations as may be required.

(5) The contract shall provide that no workmen may be employed on the public work except in accordance with the classifications in the decision of the Secretary. If additional or different classifications are necessary the procedure in § 9.107 (relating to petition for review of rates and hearings) shall be followed.

(6) The contract shall provide that workmen employed or working on the public work shall be paid unconditionally, regardless of whether a contractual relationship exists or the nature of a contractual relationship which may be alleged to exist between a contractor, subcontractor and workmen, at least once a week, without deduction or rebate, on any account, either directly or indirectly except authorized deductions, the full amounts due at the time of payment, computed at the rates applicable to the time worked in the appropriate classification. Nothing in the contract, the act or this title prohibits the payment of more than the general prevailing minimum wage rates as determined by the Secretary to a workman on public work.

(7) The contract shall provide that the contractor and each subcontractor shall post for the entire period of construction the wage determination decisions of the Secretary, including the effective date of changes thereof, in a prominent and easily accessible place or places at the site of the work and at the places used by them to pay workmen their wages. The posted notice of wage rates shall contain the following information.

(i) The name of project.

(ii) The name of the public body for which it is being constructed.

(iii) The crafts and classifications of workmen listed in the Secretary's general prevailing minimum wage rate determination for the particular project.

(iv) The general prevailing minimum wage rates determined for each craft and classification and the effective date of changes.

(v) A statement advising workmen that if they have been paid less than the general prevailing minimum wage rate for their job classification or that the contractor or subcontractor are not complying with the act or this title, they may file a protest in writing with the Secretary within 3 months of the date of the occurrence, objecting to the payment to a contractor to the extent of the amount due or to become due to them as wages for work performed on the public work project. A workmen paid less than the rate specified in the contract shall have a civil right of action for the difference between the wage paid and the wages stipulated in the contract, which right of action shall be exercised within 6 months from the occurrence of the event creating the right.

(8) The contract shall provide that the contractor and subcontractors shall keep an accurate record showing the name, craft or classification, number of hours worked per day and the actual hourly rate of wage paid, including employee benefits, to each workman employed by him in connection with the public work. The record shall include deductions from each workman. The record shall be preserved for 2 years from the date of payment and shall be open at reasonable hours to the inspection of the public body awarding the contract and to the Secretary or his authorized representatives.

(9) The contract shall provide that apprentices shall be limited to numbers in accordance with a bona fide apprenticeship program registered with and approved by The Pennsylvania Apprenticeship and Training Council and only apprentices whose training and employment are in full compliance with The Apprenticeship and Training Act (43 P. S. § 90.1 - 90.10), approved July 14, 1961, and the regulations issued thereto shall be employed on the public work project. A workman using the tools of a craft who does not qualify as an apprentice within this subsection shall be paid the rate predetermined for journeymen in that particular craft or classification.

(10) Wages shall be paid without deductions except authorized deductions. Employers not parties to a contract requiring contributions for employee benefits which the Secretary has determined to be included in the general prevailing minimum wage rate shall pay the monetary equivalent thereof directly to the workmen.

(11) Payment of compensation to workmen for work performed on public work on a lump sum basis, or a piece work system, or a price certain for the completion of a certain amount of work, or the production of a certain result shall be deemed a violation of the act and this subchapter, regardless of the average hourly earnings resulting therefrom.

(12) The contract shall also provide that each contractor and each subcontractor shall file a statement each week and a final statement at the conclusion of the work on the contract with the contracting agency, under oath, and in form satisfactory to the Secretary, certifying that workmen have been paid wages in strict conformity with the provisions of the contract as prescribed by this section or if wages remain unpaid to set forth the amount of wages due and owing to each workman respectively.

(13) The provisions of the act and this subchapter shall be incorporated by reference in the contract.

Cross References This section cited in 34 Pa. Code § 9.108 (relating to posting of wage rates); and 34 Pa. Code § 9.110 (relating to certification of rate of wage and payment by contractor or subcontractor).

§ 9.104. Duty of the public body. (a) It is the duty of the public body awarding a contract for public work to request the Secretary for determination of the general prevailing minimum wage rates to be paid workmen on the public work project. The request shall be made on forms issued for the purpose by the Department. A new request for predetermination shall be made if the contract is not awarded within 120 days from the determination date.

(b) It is the duty of the public body to enforce the posting of wage rate determinations in accordance with the provisions of section 9 of the act (43 P. S. 165-9) and § 9.108 (relating to posting of wage rates). The fiscal officer of the public body, the treasurer or other officer of the public body, charged with the custody and disbursement of the funds of the public body, shall ascertain that the wage rates as determined by the

Secretary are paid and that the job classifications are maintained, otherwise it is his duty to hold up final payment and to inform the Secretary of the failure by the contractor or a subcontractor to comply with the act.

§ 9.105. Determination of classification and general prevailing minimum wage rates. (a) For the purpose of making a determination of the general prevailing minimum wage rates in the locality in which the public work is to be performed for each craft or classification during the anticipated term of the contract, the Secretary may ascertain and consider the wage rates and employee benefits established by collective bargaining agreements.

(b) If a bona fide collective bargaining agreement has expired by the terms thereof, the Secretary may ascertain and consider the wage rates and employee benefits established thereby until a new bona fide collective bargaining agreement, as defined in § 9.102 (relating to definitions), has been executed.

(c) The Secretary may also consider the following:

(1) Information obtained from Federal agencies charged with the administration of labor standards provisions of Federal acts applicable to contracts covering contractors and subcontractors on public building and public work and on building and work financed in whole or in part by loans and grants of the United States, within the locality.

(2) The number of skilled, competent and experienced workmen within the locality who are generally available for employment on public work.

(3) Statements signed and certified by contractors and subcontractors and union representatives showing wage rates paid on projects, within the locality. These statements to be relevant to a wage determination shall indicate the names and addresses of the contractors, including the subcontractors, the locations, approximate cost, dates of construction and type of projects, the number of workmen employed and the number of man hours worked in each craft or classification on each project and the respective wage rates paid the workmen, which wage rates shall consist only of rates paid for services performed solely within the classification for which it is submitted.

(4) Other information pertinent to the determination of prevailing minimum wage rates.

(d) The Secretary will conduct a continuing program for obtaining and compiling of wage rate information and shall encourage the voluntary submission of wage rate data by contractors, contractors' associations, labor organizations, public officials and other interested parties, reflecting wage rates paid to workmen in the various types of construction in the locality. Rates shall be determined for varying types of projects within the entire range of work performed by the building and construction industry. Information submitted shall reflect not only the specified wage rate or rates paid to a particular craft in the locality but also the type or types of construction on which the wage rate or rates have been paid. If the Secretary deems that the data at hand is insufficient to make a determination with respect to the crafts or classifications necessary to perform the proposed public work, he may have a field survey conducted by his staff representative for the purpose of obtaining additional information upon which to make a determination of the wage rates, and also the customs, usages and practices as to the type of work to which the wage rates apply and the size of available force of qualified workmen within the locality in which the public work is to be performed.

If the parties introduce exhibits which in some way do not comply with the standards of 34 Pa. Code § 9.103(c)(3), the Secretary may give more weight to evidence which includes fringe benefits and projects of every nature and which clearly demonstrates prevailing wage rates for the year in question rather to evidence which does not include fringe benefits, excludes public works projects and some major private projects, and lumps together wage rates from previous years to establish current wage rates. *Keystone Chapter of Associated Builders and Contractors, Inc. v. Department of Labor and Industry*, 414 A.2d 1129 (Pa. Cmwlth. 1980).

§ 9.106. Payment of general prevailing minimum wage rates. (a) Not less than the general prevailing minimum wage rates determined by the Secretary under the act and this subchapter may be paid unconditionally, by contractors and subcontractors to workmen in their respective crafts and classifications on public work and the workmen cannot be required to refund, directly or indirectly, part of the wages. It is no defense that workmen accepted or agreed to accept less than the required rate of wages or voluntarily made refunds, in any form or manner.

(b) Wages shall be paid without deductions except authorized deductions. Employers not parties to a contract requiring contributions for employee benefits which the Secretary has determined to be included in the general prevailing minimum wage rate shall pay the monetary equivalent thereof directly to the workmen.

(c) Payment of compensation to workmen for work performed on public work on a lump sum basis or a piece work system or a price certain for the completion of certain amount of work or the production of a certain result shall be deemed a violation of the act and this subchapter, regardless of the average hourly earnings resulting therefrom.

§ 9.107. Petition for review of rates and hearings. (a) A prospective bidder or his representative, a representative of a group of employers engaged in the particular type of construction, reconstruction, demolition, alteration or repair work, a representative of a craft or classification of workmen or the public body affected by the determination made by the Secretary, may on verified petition request a review of this determination in accordance with the procedures required by section 8 of the act (43 P. S. § 165-8).

(b) The Secretary will, after notice and hearing as prescribed by section 8 of the act, make a final determination of the general prevailing minimum wage rates to be paid to workmen on the public work project. The public body when notified by the Secretary that a verified petition has been filed shall extend the closing date for the submission of bids until 5 days after the Secretary's final determination. Within 10 days after hearing the Secretary will make a determination and transmit it in writing to the public body and to the interested parties. This determination shall be final unless within 10 days an appeal is filed with the Appeals Board.

(c) If, after a contract has been awarded, it is deemed advisable by the public body because of unforeseen construction development to list an additional classification and wage rate therefor the public body shall request, in writing, a determination thereof by the Secretary. A copy of this request shall be given to interested parties and shall also be posted at an appropriate place at the site of the public work project. The Secretary will thereupon give consideration to the request and if he determines that the additional classification requested is necessary, he will determine the classification and wage rate therefor and notify the interested parties of his determination, which shall be effective as of the date on which it is made. Additional classifications shall be made in conformity with this procedure.

Cross References This section cited in 34 Pa. Code § 9.103 (relating to required provisions).

§ 9.108. Posting of wage rates. The contractors and subcontractors on the public work project shall post a notice or notices in the manner and form prescribed by § 9.103 (relating to required provisions). This notice is to be clearly legible and placed in a prominent and easily accessible place at the site of the public work project and at places used by them to pay workmen their wages.

Cross References This section cited in 34 Pa. Code § 9.104 (relating to duty of the public body).

§9.109. Records and inspection. The accurate record of employment and wage payments required to be kept and preserved by contractors and subcontractors on public work shall include at least the following information:

(1) The name, address and social security number of each workman.

(2) The craft, if applicable, the classification within each craft, and any other classification including apprenticeship, at which the workman worked. These records shall show the number of hours in each day, specified by actual calendar date, during which each workman worked and if he worked in more than one craft or classification for which different rates were payable the records shall show the number of hours in each day as aforesaid in which he worked at the different crafts or classifications. Time cards of employees shall be kept and preserved as records required by the act and this subchapter. In addition, the original signed indentures for each apprentice and the approvals of the Pennsylvania Apprenticeship and Training Council

shall be kept. The records shall be preserved for 2 years from date of payment and shall be open at all reasonable hours for inspection by the public body awarding the contract and by the Secretary, and shall be made easily accessible within this Commonwealth within a period of 7 days from the date on which the Secretary requests in writing that these records be made so available.

§ 9.110. Certification of rate of wage and payment by contractor or subcontractor. (a) It is the duty of the treasurer or other officer charged with the custody and disbursement of public funds applicable to the public work contract under and pursuant to which payment is made, to require the contractor and subcontractor to file a statement each week and a final statement at the conclusion of the work on the contract with the contracting agency under oath in form satisfactory to the Secretary certifying that workmen have been paid wages in strict conformity with the contract as prescribed by § 9.103(7) (relating to required provisions) or if wages remain unpaid to set forth the amount of wages due and owing to each workman respectively.

(b) It is the duty of the treasurer or other officer charged with the custody and disbursement of public funds to withhold the amount of wages unpaid or not paid in accordance with § 9.103 for the benefit of the workman whose wages have not been paid by the contractor and he may pay directly to a workman the amount shown to be due him. Each contractor and subcontractor shall also certify that he is not receiving or requiring, or will not receive or require, directly or indirectly, from a workman a refund of the minimum wage.

(c) A contractor or subcontractor who shall, under oath, verify the statements required to be filed under section 10 of the act (43 P. S. § 165-10) which are known to him to be false, shall be guilty of a misdemeanor, and shall, upon conviction, be sentenced to pay a fine of not exceeding \$2,500 or to undergo imprisonment not exceeding 5 years, or both.

§ 9.111. Remedies and penalties. (a) It is the duty of the Secretary where a timely protest has been filed by a workman that he has been paid less than the general prevailing minimum wage rate, to investigate the matter and determine whether or not there has been a failure to pay the general prevailing minimum wage rate and whether this failure was intentional or otherwise. The Secretary will hold appropriate hearings upon due notice to interested parties including the workman, the employer and their respective representatives, if any. If the Secretary, after hearing, has determined that the failure to pay the general prevailing minimum wage rate was not intentional he shall afford the person or firm a reasonable opportunity to adjust the matter by making payment to the workmen or providing adequate security to insure payment. If the Secretary determines that the failure to pay the general prevailing minimum wage rates intentional, he will thereupon notify the public bodies of the names of the persons or firms and no contract may be awarded to the person or firms or to a firm, corporation or partnership in which the person or firms have an interest until 3 years have elapsed from the date of the notice to the public bodies. The Secretary may, in addition thereto, request the Attorney General to proceed to recover the penalties for the Commonwealth of Pennsylvania which are payable under section 11(f) of the act (43 P. S. 16511(f)).

(b) The following constitutes substantial evidence of intentional failure to pay prevailing wage rates:

(1) Acts of omission or commission done willfully or with a knowing disregard of the rights of workmen resulting in the payment of less than prevailing wage rates.

(2) If the Secretary has made a finding that a person or firm has failed to pay the general prevailing minimum wage rate as determined by the Secretary in accordance with the act, and thereafter a person or firm continues to fail to pay the prevailing wages or a person or firm fails to comply with an opportunity to adjust differences which shall be afforded him by the Secretary.

(c) If the Secretary has determined that a person or firm has failed to pay the prevailing wages under section 11(e) and

(f) of the act (43 P. S. § 165(e) and 165(f)), he may direct the public body to terminate, and the public body may terminate, the contractor's right to proceed with the public work.

§ 9.112. Workmen's rights. (a) A workman who has been paid less than the general prevailing minimum wage rate for his job classification as specified in the contract or who has not been paid, may file a protest, in writing with the Secretary within 3 months of the date of the occurrence, objecting to the payment to a contractor to the extent of the

amount due or to become due to him as wages for work performed on the public work project. If the formal protest is filed with the Secretary, it is the duty of the Secretary to direct the fiscal or financial officer of the public body or the person charged with the custody of the disbursement of the funds of the public body, to deduct the money so due and owing from the whole amount or of any payment due the contractor.

(b) Any workmen paid less than the rates specified in the contract shall have a right of action for the difference between the wage paid and the wages stipulated in the contract, which right of action must be exercised within 6 months from the occurrence of the event creating the right.

MEMORANDUM OF UNDERSTANDING: PA LABOR COMPLIANCE

The undersigned hereby acknowledge and understand that the wage rate "**Project Wage Determination Number, Construction Type, and Date**" is the effective wage rate to be used for the activity entitled "Project Name". The undersigned further acknowledge that the above rate is binding on all Subcontractors.

Contractor (signature)

Date

Redevelopment Authority of the City of Coatesville

Date

REFERENCE ONLY – TO BE
COMPLETED PRIOR TO
START OF CONSTRUCTION

CERTIFICATE OF RELEASE

FROM: _____
(Contractor)

TO: _____
(Name of Owner)

REFERENCE CONTRACT NO. _____ ENTERED INTO THE _____ DAY OF _____, 20____, BETWEEN THE

(Name of Owner)

And

(Name of Contractor)

OF _____
(City and State)

FOR _____
(Name of Operations)

AT _____
(Name of Project)

LOCATED IN _____
(Municipality)

KNOW ALL MEN BY THESE PRESENTS:

1. The undersigned hereby certifies that there is due from and payable by the Owner (Sub-recipient) to the Contractor under the contract and duly approved Change Orders and modifications the balance of:

\$ _____

2. The undersigned hereby certifies that in addition to the amount set forth in Paragraph 1, there are outstanding and unsettled the following items which he claims are just and due and owing by the Owner (Sub-recipient) to the Contractor:

(a) _____

(b) _____

(c) _____

(d) _____

(Itemize claims and amount due; if none, so state)

3. The undersigned further certifies that all work required under this contract including work required under Change Orders numbered _____ has been performed in accordance with the terms thereof, and that there are no unpaid claims for materials, supplies or equipment and no claims of laborers or mechanics for unpaid wages arising out of the performance of this contract, and that the wage rates paid by the Contractor and all Subcontractors were in conformity with the contract provisions relating to said wage rates.

4. Except for the amounts stated under Paragraphs 1 and 2 hereof, the undersigned has received from the Owner (Sub-recipient) all sums of money payable to the undersigned under or pursuant to the above mentioned contract or any modification or change thereof.

5. That in consideration of the payment of the amount stated in Paragraph 1 hereof the undersigned does hereby release the Owner (Sub-recipient) from any and all claims arising under or by virtue of this contract, except the amount listed in Paragraph 2 hereof; provided, however, that if for any reason the Owner (Sub-recipient) does not pay in full the amount stated in Paragraph 1 hereof, said deduction shall not affect the validity of this release, but the amount so deducted shall be automatically included under Paragraph 2 as an amount which the Contractor has not released but will release upon payment thereof. The Contractor further certifies that upon the payment of the amount listed in Paragraph 2 hereof, and of any amount which may be deducted from Paragraph 1 hereof, he will release the Owner (Sub-recipient) from any and all claims of any nature whatsoever arising out of said contract or modification thereof, and will execute such further releases or assurances as the Owner (Sub-recipient) may request.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument this _____ day _____, 20____.

_____(Seal)
(Contractor)

(Signature & Title of Officer)

Affidavit

Commonwealth of Pennsylvania)
) ss:
County of _____)

_____, being first duly sworn on oath, deposes and
(Affiant)
says, first that he is the _____ of the _____
(Title) (Name of Company)
Second, that he has read the foregoing certificate by him subscribed as _____
(Title)
of the _____
(Name of Company)

Affiant further states that the matters and things stated therein are, to the best of his knowledge and belief, true.

(Affiant)

Subscribed and sworn to before me this _____ day of _____, 20____.

My commission expires (Date) _____ (Notary)

NON-COLLUSION AFFIDAVIT

[NAME OF ENTITY, AGENCY OR MUNICIPALITY
AWARDING THE CONTRACT

NON-COLLUSION AFFIDAVIT

Contract/Bid No. _____

I, _____, certify that I am the _____ of _____
[Name of Individual Executing Affidavit] [Title] [Contractor/Bidder]

And that I am authorized to make this Affidavit on its behalf and on the behalf of its owners, officers and directors. I also certify that I am the person responsible at my firm for the prices included in the bid for Contract no. _____ and for calculating the amount of the bid submitted by this company for that Contract.

I hereby certify and affirm that:

(1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.

(2) Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and no such prices or amounts will be disclosed before bid opening.

(3) No attempt has been made or will be made to induce any firm or person from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.

(4) The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other non-competitive bid.

(5) _____, its affiliates, subsidiaries, officers, directors and/or employees are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found otherwise liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows (attach additional pages if necessary):

I state, certify and affirm that _____ understands and
[Contractor/Bidder]

acknowledges that the above representations are important and may be relied on

by _____ in awarding the contract(s) for which this bid is submitted.
[Name of Owner/Awarding Entity]

I understand and the contractor or supplier submitting this bid understands that any misstatement

in this Affidavit is and shall be treated as fraudulent concealment from _____
[Name of Owner/Awarding Entity]

of the true facts relating to the submission of bids for this contract and may be grounds for rescission and/or termination of any award.

[Firm]

BY: _____

Title: _____

Date: _____

SWORN TO AND SUBSCRIBED
BEFORE ME THIS _____ DAY OF
_____, 20____

Notary Public

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. Failure to include this Non-Collusion affidavit with a bid may result in the awarding entity determining that the bid is non-conforming.

2. This Non-Collusion Affidavit must be executed by the member, officer or employee of the bidder who makes the final decision on prices, estimates and amounts quoted in the Bid.

3. Bid rigging (as defined in the *Pennsylvania Antibid-Rigging Act, 62 Pa. CSA Sec. 4501, et seq.*) and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may result in criminal prosecution. The person who signs the Non-Collusion Affidavit should examine it carefully before signing it and assure himself that each statement is true and correct, 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.

4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and a Non-Collusion Affidavit must be submitted separately on behalf of each party.

5. The term "complementary bid" as used in the Non-Collusion 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.

WAIVER OF LIENS

TO THE, OFFICE OF THE PROTHONOTARY:

PLEASE INDEX THIS AS A WAIVER OF LIENS AS:

Redevelopment Authority of the City of Coatesville, Plaintiff

Vs.

AND Defendant, _____

_____, Plaintiff

Vs.

Redevelopment Authority of the City of Coatesville, Defendant

WAIVER OF LIENS

WHEREAS, _____ has entered into a contract with

(Contractor's Address)

(Contractor's Address)

to provide materials and perform labor necessary for the

(Activity Name)

At

(Address or verbal description of property)

NOW, THEREFORE, it is hereby stipulated and agreed by and between the said parties, as part of the said contract and for the consideration therein set forth, that neither the undersigned Contractor, any Subcontractor or material man, nor any other person furnishing labor or materials to the said Contractor under this contract shall file a lien, commonly called a mechanic's lien, for work done or materials furnished to the said building or any part thereof.

This stipulation is made and intended to be filed with the County Prothonotary in accordance with the requirements of *Section 1402 of the Mechanics' Lien Law of 1963, 49 P. S. § 1101 et seq., as amended* of the Commonwealth of Pennsylvania in such case provided.

SIGNATURES CONTINUED HEREIN BELOW

IN WITNESS WHEREOF, the said parties hereto have hereunto set their hands this _____ day of _____ A.D., 20_____.

Authorized Signature

Attest:

CORPORATION or BUSINESS

By: _____

By: _____
Title

By: _____
Signature

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF _____ :

On the _____ day of _____, _____, before me the undersigned, a notary public for the Commonwealth of Pennsylvania residing in the County of _____, personally appeared _____ who acknowledged himself to be the _____ of _____ and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes herein contained by signing the name of the corporation by himself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

BIDDER RESPONSIBILITY QUESTIONNAIRE

Has the Contractor completed satisfactorily and on-schedule at least _____ projects substantially similar to that described herein within the last _____ years? If yes, please describe specifically all such projects.

Does the Contractor have a minimum of _____ years' experience in carrying out _____? (describe the specific construction project)

Please describe in detail any instance of liquidated, delay or other damages being asserted against or imposed upon or in connection with any project within the last _____ years.

Has the Contractor been terminated from a related contract prior to completion of the contracted work within the last _____ years? If yes, please describe in detail.

Has the Contractor, or any of its officers, directors, shareholders, owners been placed on any state or federal debarment lists within the past _____ (____) years? If yes, please describe in detail.
