

# ***REQUEST FOR PROPOSAL***

***FOR***

## ***DELAWARE RUN***

## ***ROOF REPLACEMENT***

## ***DELAWARE RUN***

***603 AVENUE H, MATAMORAS, PA***

***FOR***



***October 16, 2023***

THIS PROJECT IS MADE POSSIBLE WITH FUNDING THROUGH THE PENNSYLVANIA HOUSING FINANCE AGENCY AND THE PENNSYLVANIA HOUSING AFFORDABILITY AND REHABILITATION ENHANCEMENT (PHARE)

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## INVITATION TO BID

Sealed bids will be received by Pike County Human Services (PIKE), 506 Broad Street, Milford, PA 18337, until 3:00 P.M. on November 1, 2023 at which time they will be opened publicly, for the **DELAWARE RUN ROOF REPLACEMENT PROJECT**.

Work is to be performed in accordance with the contract documents to be obtained from Action Properties, Inc. Each bidder shall enclose a bid security in the form of a certified check, bank draft, negotiable U.S. Bond or Bid Bond in the amount of ten percent (10%) of the bid, as a guarantee to keep its offer open until the Owner accepts or rejects the same and, as to the successful bidder, until the required surety bonds are furnished. The successful bidder within ten (10) days notification of the award of the contract shall be required to furnish a Performance Bond and Labor and Materials Bond in the amount of one hundred percent (100%) of the total contract price. The successful bidder will be required to submit certificates of insurance, as specified, including Public Liability Insurance. The contract will be awarded to the lowest, most responsible bidder; however, the Owner reserves the right to reject any or all bids or any part of any bid in connection with said project. The contract, when awarded, shall be subject to the Prevailing Minimum Wage Rates. The successful bidder shall be an Equal Opportunity Employer.

Envelopes containing bids shall be plainly marked specifying bidder's name and project name, and delivered or mailed to the Owner's office address identified above.

Electronic bid documents can be obtained by requesting same via email to [nohara@doenterprises.net](mailto:nohara@doenterprises.net).

The Owner encourages minority and women owned businesses to participate in the bidding. The Pennsylvania Housing Finance Agency (PHFA) through the Pennsylvania Housing Affordability and Rehabilitation Enhancement (PHARE) are providing funding for this project.

**PIKE COUNTY HUMAN SERVICES  
DELAWARE RUN ROOF REPLACEMENT PROJECT**

**FORM OF PROPOSAL**

BIDDER'S NAME AND ADDRESS:  
(Print or Type)

DATED: \_\_\_\_\_  
(Bidder to insert date bid submitted)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Mr. Robert Ruiz, Executive Director  
Pike County Human Services  
506 Broad Street  
Milford, PA 18337

Gentlemen and Ladies:

This Proposal is submitted in accordance with your notification inviting proposals to be received for the Delaware Run Roof Replacement Project.

Having carefully examined the Contract Documents, including the Addenda enumerated in the Proposal, which are incorporated herein by reference, and being familiar with the Project Drawings of various trades, contracts and phases incorporated with these documents indicating various conditions affecting this Contract, the undersigned herein agrees to furnish all materials, perform all labor and do all else necessary to complete the Contract for the above-named Project in accordance with said Contract Documents for:

\_\_\_\_\_  
\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_ )

***Unit Prices:***

**Unit Price #1:** State the cost to be added to OR deducted from the bid price above to add or delete, respectively, from the total quantity of 4'x 8' sheets of roof sheathing that require replacement at the shingle roofing under this contract.

ADD or DEDUCT \$ \_\_\_\_\_ per 4'x8' sheet

***Addenda***

The undersigned hereby acknowledges receipt of following Addenda and has prepared this Proposal accordingly.

ADDENDUM # \_\_\_\_\_  
ADDENDUM # \_\_\_\_\_  
ADDENDUM # \_\_\_\_\_

Dated: \_\_\_\_\_  
Dated: \_\_\_\_\_  
Dated: \_\_\_\_\_

The undersigned, intending to be legally bound, agrees that this Proposal shall be irrevocable and shall remain subject to your acceptance for 60 days after date set for bid opening, except as provided by Act 317 of 1978, approved November 26, 1978 which provides for possible extensions of the holding period.

The undersigned submits this Proposal with the full knowledge of the Contract requirements and hereby agrees that the Project shall be fully and finally completed and ready for use **within 30 calendar days from when it is begun**, which time for completion shall be of the essence of the Contract.

Proposal shall be officially signed using applicable portion of "Signature Pages".

**SIGNATURES**

*IN WITNESS WHEREOF*, the undersigned has caused this Proposal to be executed as of the day and year indicated on the first page hereof.

**INDIVIDUAL BIDDER**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature of Individual

Trading and Doing Business as<sup>1</sup>: \_\_\_\_\_

Business Address: \_\_\_\_\_

**FOOTNOTES:**

1. If fictitious or trade name is employed in conduct of business, insert name and complete, as appropriate, by deletion, the following statement:

"The foregoing fictitious name (has) (has not) been registered as a (Partnership) (Individual) under Pennsylvania Law"

**PARTNERSHIP BIDDER**

\_\_\_\_\_  
Name of Partnership<sup>1</sup>

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Partner

Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Partner

Printed Name: \_\_\_\_\_

Business Address: \_\_\_\_\_  
\_\_\_\_\_

The partners constituting the Partnership herein named are:

\_\_\_\_\_  
Partner

\_\_\_\_\_  
Address

\_\_\_\_\_  
Partner

\_\_\_\_\_  
Address

---

**FOOTNOTES:**

1. If fictitious or trade name is employed in conduct of business, insert name and complete, as appropriate, by deletion, the following statement:

“The foregoing fictitious name (has) (has not) been registered as a (Partnership) (Individual) under Pennsylvania Law”

---

**CORPORATION BIDDER**

\_\_\_\_\_  
Name of Corporation<sup>2</sup>

Witness:

\_\_\_\_\_  
President or Vice President

\_\_\_\_\_  
Secretary or Treasurer

Printed Name: \_\_\_\_\_

Business Address: \_\_\_\_\_  
\_\_\_\_\_

(CORPORATE SEAL)

OR (if appropriate)

\_\_\_\_\_  
Name of Corporation<sup>2</sup>

Witness:

\_\_\_\_\_  
Authorized Representative<sup>3</sup>

Printed Name: \_\_\_\_\_

Business Address: \_\_\_\_\_  
\_\_\_\_\_

**FOOTNOTES:**

- 2 (a) Complete, as appropriate, the following statement:  
"The Corporation is organized and existing under the laws of the \_\_\_\_\_ of \_\_\_\_\_."
- (b) If Corporation has been organized under laws other than those of the Commonwealth of Pennsylvania, complete, as appropriate, by deletion, the following statement:  
"The Corporation (has) (has not) been granted a certificate of authority to do business in the Commonwealth of Pennsylvania under applicable laws."
- 3 Attach appropriate proof, dated as the date of the Proposal, evidencing authority to execute in behalf of the Corporation in accordance with requirements of the Contract Documents.

## **RFP PACKAGE OF DOCUMENTS**

Please review and sign the following “RFP Package of Documents” and include with your proposal:

- Affirmative Action Certification
- Certificate of Non-Segregated Facilities
- Non-Collusion Affidavit
- Section 3 Certification
- Non-Discrimination Sexual Harassment Clause
- Verification of Contractor Eligibility and Termination of Ineligible Contractors
- Bidders Understanding of Conditions Applicable to Proposal
- Bid Bond
- Compliance with Air and Water Act
- Certification of Non-Employment of Illegal Alien Labor



## **Affirmative Action Certification**

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

- (1) Bidder shall not discriminate against any employee, applicant for employment, independent contractor or any other person because of race, color, religious creed, ancestry, national origin, age, sex or handicap. Bidder shall take affirmative action to insure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age, sex or handicap. Such affirmative action shall include, but is not limited to the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. Bidder shall post in conspicuous places, available to employees, agents, applicants for employment, and other persons, a notice to be provided by the contracting agency setting forth the provision of this affirmative action certification.
- (2) Bidder shall, in advertisements or requests for employment placed by it or on its behalf, state all qualified applicants will receive consideration for employment without regard to race, color, religious creed, ancestry, national origin, age, gender or handicap.
- (3) Bidder shall send each labor union or workers' representative with which it has a collective bargaining agreement to other contract or understanding, a notice advising said labor union or worker's representative of its commitment to this affirmative action certification. Similar notice shall be sent to every other source of recruitment regularly utilized by bidder.
- (4) It shall be no defense to a finding of noncompliance with this affirmative action certification that bidder has delegated some of its employment practices to any union, training program, or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the bidder was not on notice of the third-party discrimination or made a good faith effort to correct it; such a factor shall be considered in mitigation in determining appropriate sanctions.
- (5) Where the practices of a union or of any training program or other source of recruitment will result in the exclusion of minority group persons, so bidder will be unable to meet its obligations under this affirmative action certification, bidder shall then employ and fill vacancies through other affirmative action employment procedures.
- (6) Bidder shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of bidder's noncompliance with affirmative action certification of this contract or with any such laws, this contract may be terminated or suspended, in whole or in part, and bidder may be declared temporarily ineligible for further Pike County contracts, and other sanctions may be imposed and remedies invoked.

- (7) Bidder shall furnish all necessary employment documents and records to, and permit access to its books, records, and accounts by Pike County for purposes of investigation to ascertain Compliance with the provision of this certification. If bidder does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the Pike County.
- (8) Bidder shall actively recruit minority subcontractors or subcontractors with substantial minority representation among their employees.
- (9) Bidder shall include the provisions of this affirmative action certification in every subcontract, so that such provisions will be binding upon each subcontractor.

Bidder's obligations under this clause are limited to the bidder's facilities within Pennsylvania, or where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produces.

DATE: \_\_\_\_\_

\_\_\_\_\_  
(Name of Bidder)

BY \_\_\_\_\_ TITLE \_\_\_\_\_

## **Certificate of Non-Segregated Facilities**

The bidder certifies that he does not maintain or provide for his employees and 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 does 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 this certification will be a violation of the Equal opportunity clause in any contract resulting from acceptance of his bid. As used in this certification, the term "segregated Facilities," means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he has obtained identical certifications from proposal sub-contractors for specific time periods) he will obtain identical certifications from proposed sub-contractors prior to the award of sub-contracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certification in his files.

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

DATE: \_\_\_\_\_

\_\_\_\_\_  
(Name of Bidder)

BY \_\_\_\_\_

TITLE \_\_\_\_\_

## **Non-Collusion Affidavit of Prime Bidder**

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes and says that:

1. He/she is \_\_\_\_\_ (Owner, partner, officer, representative or agent) of \_\_\_\_\_, the Bidder that has submitted the bid;
2. He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, Representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, or to Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Pike County, the Building Owner or Management Firm, or any person interested in the proposed Contract; and;
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiant.

\_\_\_\_\_  
(SIGNED)

\_\_\_\_\_  
(PRINTED NAME)

\_\_\_\_\_  
(TITLE)

SUBSCRIBED AND SWORN TO BEFORE ME

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023

Notary Public \_\_\_\_\_ MY COMMISSION EXPIRES \_\_\_\_\_, 20\_\_\_\_\_

## **Section 3 Certification**

### TRAINING, EMPLOYMENT, AND CONTRACTING OPORTUNITIES FOR BUSINESSES AND LOWER INCOME PERSONS.

A. The project assisted under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, L2 U.S.C. 170 (1)(u). 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.

B. Notwithstanding any other provision of this contract the recipient shall carry out the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary set forth in 24CFR Part 135 (published in 38 Federal Register 29220, October 23, 1973) and all applicable rules and orders of the Secretary issued thereunder prior to the execution of this contract. The requirements of said regulations include but are limited to 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 good faith effort, as defined by the regulations, to provide training, employment, and business opportunities required by Section 3; and incorporating of the "Section 3 clause" specified by Section 135.20 n(b) of the regulations in all contracts agrees that it is under no contractual or other disability which would prevent it from complying with these requirements.

C. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, 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 recipient its successors and assigns. Failure to fulfill these requirements shall subject the recipient, its contractor and subcontractors, its successors, and assigns to the sanctions specified by 24 CFR Section 135.135.

D. The contractor agrees to include this Section 3 Clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part

135 require employment opportunities to be directed were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(NAME OF FIRM)

DATE\_\_\_\_\_

## **Non-Discrimination / Sexual Harassment Clause**

The Contractor agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the grant agreement or any subgrant agreement, contract, or subcontract, the Grantee, a subgrantee, a contractor, a subcontractor, or any person acting on behalf of the Grantee shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
2. The Grantee, any subgrantee, contractor or any subcontractor or any person on their behalf shall not in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any of its employees.
3. Neither the Grantee nor any subgrantee nor any contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under the grant agreement, subgrant agreement, contract or subcontract.
4. Neither the Grantee nor any subgrantee nor any contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the *Public Employee Relations Act*, *Pennsylvania Labor Relations Act* or *National Labor Relations Act*, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
5. The Grantee, any subgrantee, contractor or any subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well lighted places customarily frequented by employees and at or near where the grant services are performed shall satisfy this requirement for employees with an established work site.
6. The Grantee, any subgrantee, contractor or any subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against any

subgrantee, contractor, subcontractor or supplier who is qualified to perform the work to which the grant relates.

7. The Grantee and each subgrantee, contractor and subcontractor represent that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Grantee and each subgrantee, contractor and subcontractor further represent that it has filed a Standard Form 100 Employer Information Report (“EEO-1”) with the U.S. Equal Employment Opportunity Commission (“EEOC”) and shall file an annual EEO-1 report with the EEOC as required for employers’ subject to *Title VII of the Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first tier subcontracts and have 50 or more employees. The Grantee, any subgrantee, any contractor or any subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the granting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for the purpose of ascertaining compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause.
8. The Grantee, any subgrantee, contractor or any subcontractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subgrant agreement, contract or subcontract so that those provisions applicable to subgrantees, contractors or subcontractors will be binding upon each subgrantee, contractor or subcontractor.
9. The Grantee’s and each subgrantee’s, contractor’s and subcontractor’s obligations pursuant to these provisions are ongoing from and after the effective date of the grant agreement through the termination date thereof. Accordingly, the Grantee and each subgrantee, contractor and subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the grant agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.
10. The Commonwealth may cancel or terminate the grant agreement and all money due or to become due under the grant agreement may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the granting agency may proceed with debarment or suspension and may place the Grantee, subgrantee, contractor, or subcontractor in the Contractor Responsibility File.

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Signature

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Date



**Verification of Contractor Eligibility and Termination of  
Ineligible Contractor**

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

In the event that 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.

\_\_\_\_\_  
CONTRACTOR Signature

\_\_\_\_\_  
DATE

\_\_\_\_\_  
NAME OF FIRM

\_\_\_\_\_  
SUBCONTRACTOR

\_\_\_\_\_  
DATE

\_\_\_\_\_  
NAME OF FIRM

**Bidders Understanding of Conditions Applicable to Proposal**

It is stated and averred that the bidder has had sufficient time to examine and has examined the project site to determine the character of the existing conditions to be encountered, that he/she has based his/her Bid prices on his/her own independent examination and investigation of the specifications and criteria furnished to him/her by Pike County Human Services; that he/she has read completely and understands thoroughly the general conditions (if applicable), specifications, regulations governing the work, with all supplements thereto, currently in effect (if applicable), and if applicable, any Supplements, Special Provisions and/or conditions as well as any other addenda or requirements pertaining to this project, which shall be applicable to and govern the provisions of this Bid proposal and the performance of any contract awarded thereon, whether attached thereto and made a part thereof or incorporated therein by reference thereto, including the following addenda issued after publication of the proposal.

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

ADDENDUM NO. \_\_\_\_\_ DATE \_\_\_\_\_

ADDENDUM NO. \_\_\_\_\_ DATE \_\_\_\_\_

ADDENDUM NO. \_\_\_\_\_ DATE \_\_\_\_\_

## **Bid Bond**

KNOW ALL MEN BY THESE PRESENTS,

That we \_\_\_\_\_

\_\_\_\_\_ (Hereinafter called the Principal) as Principal, and the \_\_\_\_\_, of \_\_\_\_\_ a corporation duly organized under the laws of the State of \_\_\_\_\_ (Hereinafter called the Surety) as Surety, are held and firmly bound unto \_\_\_\_\_ (Hereinafter called the Obligee) in sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for \_\_\_\_\_

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NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and Sealed this \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023

\_\_\_\_\_  
PRINCIPAL

\_\_\_\_\_  
TITLE

\_\_\_\_\_ (SEAL)

\_\_\_\_\_  
TITLE

## **Compliance with Air and Water Acts**

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

(1) Any facility to be utilized in the performance of this contract will not be listed on the list of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.

(2) The Contractor will comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857 c-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) The Contractor agrees that as a condition for the award of the Contract prompt notice will be given to the Local Governing Body of any notification received by the Contractor from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract by the Contractor is under consideration to be listed on the EPA List of Violating Facilities.

(4) The Contractor will include or cause to be included the criteria and requirements in paragraph (1) through (3) of this section in every nonexempt subcontract and will take such action as the Government may direct as a means of enforcing such provisions.

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CONTRACTOR Signature

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DATE

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NAME OF FIRM

## **Certification of Non-Employment of Illegal Alien Labor**

The Bidder certifies, in accordance with Act 43 (PL May 11, 2006), that he/she shall not knowingly employ, or knowingly permit any of its subcontractors to knowingly employ, the labor services of an illegal alien.

In the event that the Bidder

- a) knowingly employs or knowingly permits any of its subcontractors to knowingly employ, the labor services of an illegal alien; and
- b) the Bidder or any of its subcontractors are sentenced under Federal law for an offense involving knowing use of labor by an illegal alien,

The Bidder shall be subject to penalty as prescribed in Pennsylvania Act 43 (PL May 11, 2006).

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

Date: \_\_\_\_\_, 2023

\_\_\_\_\_  
(Name of Bidder)

Official Address (including Zip Code)

By: \_\_\_\_\_

\_\_\_\_\_  
(Title)

## **Equal Employment Opportunity**

Note: If the work pertains to a project under a Contract for a Loan and Grant executed prior to July 22, 1963, and not amended on or after that date, Section 210 shall consist of a language shown below under alternate language (1), beginning with "During the performance of this Contract."

If the work pertains to a project under a Contract for Loan and Grant executed or amended on or after July 22, 1963, Section 210 shall consist of the language shown under either (1) or (2), as appropriate to the amount of the proposed contract, beginning with "During the performance of this of this Contract." If, at the time the initial contract documents are prepared, no determination can be made as to whether the proposed contract will exceed \$10,000 (before deducting any salvage credit), include both sets of language, together with the prefatory statements (1) and (2).

(1) If the Contract amount is \$10,000 or less, the following conditions shall apply:

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

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Local Public Agency setting forth the provisions of this non-discrimination clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

(c) The Contractor will cause the foregoing provisions to be inserted in all sub-contracts for any work covered by this contract so that such provisions will be binding upon each Sub-contractor, provided that the foregoing provisions shall not apply to contracts or sub-contracts for standard commercial supplied or raw materials.

(2) If the contract amount exceeds \$10,000, the following conditions shall apply:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to

employees and applicants for employment, notices to be provided by the Local Public Agency setting forth the provisions of this non-discrimination clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

(c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and by rules and regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department of Housing and Urban Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(e) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules and regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department of Housing and Urban Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Contractor will include the portion of the sentence immediately preceding paragraph (1) through (7) in every sub-contract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 September 24, 1965, so that such provisions will be binding upon each Sub-contractor or vendor, the Contractor will take such action with respect to any sub-contract or purchase order as the Department of Housing and Urban Development may direct as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event a Contractor becomes involved in, or threatened with, litigation with a Sub-contractor or vendor as a result of such direction by the Department of Housing and Urban Development, the Contractor may request the United States to enter into such litigation to protect the interests of the United States of America.

## ***Delaware Run Roof Replacement Project Scope Narrative***

All work must be performed in accordance with the plans and specifications and compliant with all necessary codes. This summary of work is complementary to and not in lieu of the information and requirements contained on the plans for the work. This project will be awarded under a single, all-inclusive contract. This is not intended to be an exhaustive list of all the work to be performed.

### ***General Requirements:***

1. The Contractor will be responsible to provide portable toilet facilities for its own use during the project.
2. Separate from this contract, the building owner and/or its agents may be performing other work at the same time as this work. Should that be the case, this Contractor shall be required to cooperate and coordinate with those performing the other work.
3. This Contractor is responsible to apply and pay for all necessary permits, including a building permit and third-party inspections, and coordinate all required inspections for their work.
4. All work shall be performed in a workmanlike manner in accordance with best industry practices, and in compliance with governing codes and any manufacturer's instructions or recommendations.
5. This Contractor is responsible for maintaining a clean and safe construction site. Work area shall be cleaned up daily with all trash removed to dumpster or container. All job-related trash, including but not limited to any and all excess materials, demolition or excavation spoils, trash and/or debris, must be removed from jobsite and legally disposed of by Contractor.
6. This Contractor is responsible for their own layout.
7. As-built drawings must be provided at the completion of the project.
8. Each Contractor is responsible for their own cutting and patching.
9. The Contractor is responsible for compliance with all local, state and federal regulations, codes and safety, including compliance with any prevailing rules or recommendations for COVID-19 safety protocols.
10. The Contractor is required to coordinate with all drawings listed along with all related sections, specifications, and addenda. Any discrepancies must be noted in writing upon discovery and forwarded to Action Properties for review. Failure to coordinate related drawings, sections, specifications or addenda on the Contractor's part does not release Contractor from completing the required work. Should there be a discrepancy among the contract documents, the greater quantity or greater quality provided to the Owner shall prevail unless clarified otherwise by Addendum.



11. Contractor shall not discriminate against any employee, applicant for employment, independent contractor or any other person because of race, color, religious creed, ancestry, national origin, age, gender or sexual orientation or identity.
12. The Contractor is reminded that this property will remain occupied throughout the duration of the work, and any protection of the work area to keep the public out for safety reasons shall be the responsibility of the Contractor.
13. For all work for which a color selection is required, same shall be by the property owner from among the standard color selections (not premium) offered.
14. Any measurements or quantities that may be provided in the above scope of work are approximations only. The Contractor shall be responsible for inspecting the property and taking all necessary field measurements necessary for any reason, including to calculate pricing, to order and/or fabricate material, or to install the work.
15. The Contractor shall be responsible for all taxes and fees related to materials and equipment.
16. Contractor must warranty his/her work in full for a period of one (1) year from date of completion. Additional warranties should be as outlined above.
17. All contractors must be licensed, bonded and insured in accordance with state and local requirements.
18. The work site must be contained if hazardous dust or debris could be released into other areas of the property (with occupants' belongings in the contained area moved to a safe and secure area outside of it or covered with an impermeable covering with seams and edges sealed). No safety, health or environmental hazards (e.g., exposed live electrical wiring, release of toxic fumes, or on-site disposal of hazardous waste) will be created.
19. When working in pre-1978 housing, if work is included that surpasses "de minimus" level of paint disturbance, compliance is required with the lead-based paint evaluation and hazard reduction requirements of HUD's lead-based paint rules (24 CFR part 35) and EPA's lead-based paint rules (40 CFR part 745). Personnel performing control and/or containment work must be properly trained contractors.
20. While change orders are not expected, in the event that the scope of work or cost changes during construction, the Contractor will submit a request in writing, including the details of the work being changed and why it is necessary, as well as both the cost and time impact of these changes. Contractor-initiated requests for a change order will not automatically increase the price of the Work. The contract price shall be adjusted only upon issuance of a written change order by Pike County which is signed by both Pike County and the Contractor. No payment can be made for this change order until the change order is fully-executed by both parties.
21. Site visits can be scheduled in advance by contacting Bob Hunt at (570) 417-7793 or via email at [rhunt@monarchmanage.com](mailto:rhunt@monarchmanage.com).

## ***Scope of Work:***

Provide all labor, material, tools, supervision and equipment required to complete the following:

1. Remove and dispose of existing shingle roofing and accessories. It is believed that there is only a single layer of shingles on the roof. Inspect existing sheathing and replace as necessary. Assume a total of thirty-five (35) sheets of 5/8" OSB or plywood roof sheathing will need to be replaced at the shingled areas (note that existing was originally 5/8" tongue & groove plywood). Replace pipe boots (assume 14 on the entire shingled area) and any flashings at roof penetrations including the step flashing at both chimneys. Provide shingled ridge vents.
2. Coordinate with owner to provide and install new "turbine" ventilator fans in two (2) locations.
3. Provide a new architectural shingle roof with minimum 25-year warranty, including new aluminum drip edge, ice and water shield, roofing felt/underlayment, shingled ridge vent, ridge cap at hips and other ridges, and all other necessary accessories to achieve a complete installation in accordance with manufacturer's recommendations. Shingles shall be GAF Timberline HDZ or equivalent product from another manufacturer.
4. Existing gutters and downspouts are to remain and be protected from damage during the project. Furnish and install new gutters and related downspouts at the eaves above the membrane roof area (elevator tower, window walls, etc.). ALL down slope eaves (not rake ends) shall have gutters and downspouts. New gutters shall match existing as closely as possible. Assume white, 5" K-style gutter with all necessary fasteners, brackets, fittings, and compatible downspouts which will discharge onto the membrane roof. Any new downspouts discharging to grade shall include extensions so that water is discharged a minimum of 5' away from the building foundation wall.
5. Remove and dispose of existing membrane roof, any roof insulation and decking/sheathing at membrane roof area in 2 locations (above patio and above elevator). All roof decking at flat roof areas shall be replaced with new 3/4" plywood. Existing plans show the insulation is between the joists below the roof sheathing.
6. Furnish and install new 0.060 black, reinforced, fully-adhered EPDM roof membrane. The roof assembly should follow the slope of the roof framing pitched toward the exterior of the building, where all water shall be collected in a gutter. Provide new flashings, edgings and accessories necessary for a complete and workmanlike installation. New membrane roof shall carry a minimum warranty of 10 years.
7. Remove, safely store, and reinstall rooftop railing or other accessories as necessary for installation of membrane roofing.
8. Remove, safely store and reinstall siding at membrane roofing as needed to properly install new membrane roofing and accessories.
9. Colors of shingles, soffit, drip edge, down spouts, gutters, etc. shall be selected by building owner from among manufacturer's standard offerings.

10. Contractor shall be responsible for protection of adjacent surfaces to remain during performance of the work.

11. This building is a multi-family residential property and as such, is subject to the commercial warranties from the various roofing manufacturers.

***Unit Prices:***

1. In the space noted on the bid form, list the cost to add to or deduct from the quantity of sheets of roof sheathing that need to be replaced.

## GENERAL INFORMATION

### A. PURPOSE

This Request for Proposals (RFP) provides interested parties with sufficient information to prepare and submit proposals for consideration by Pike County Human Services (PIKE).

### B. ISSUING OFFICE

This Request for Proposals is issued on behalf of the Building Owner by PIKE. Natalie O'Hara is the sole point of contact for questions pertaining to this Request for Proposals.

Building Owner: Delaware Run Associates LP

Building Manager: Monarch Management Group, Inc.

Proposals will be handled confidentially by PIKE during the pre-award process. The proposal shall be binding for a period of sixty (60) days from the due date for submission. Neither PIKE, the Building Owner, nor any of their agents will be responsible for any expenses incurred by a proposer in connection with this procurement.

### C. REQUEST FOR PROPOSALS PACKAGE DOCUMENTS

The Request for Proposal (RFP) Package of Documents are attached for review and signature. These documents include: Affirmative Action Certification, Certificate of Non-Segregated Facilities, Non-Collusion Affidavit, Section 3 Certification, Non-Discrimination/Sexual Harassment Clause, Verification of Contractor Eligibility and Termination of Ineligible Contractors, Bidders Understanding, Bid Bond, Compliance with Air and Water Act, and Certification of Non-Employment of Illegal Alien Labor.

### D. SCOPE OF SERVICES

PIKE is seeking a contractor to perform construction services including demolition, roof replacement, and other work as identified in the plans and specifications.

E. TERM. The term of any agreement resulting from this Request for Proposals shall be until the work identified on the plans and specifications is completed in its entirety to the satisfaction of the Owner.

F. TIMING OF PERFORMANCE. **The successful Proposer will be required to complete the work of this project within 30 calendar days from when it is started.** Immediately upon award, the Proposer will provide the Owner's representative a detailed timeline for this project. Implementation of and adherence to the timeline is expected, however, reasonable extensions will be granted by PIKE as needed due to weather.

### G. BID SECURITY

1. Bid Security shall be made payable to the Owner, in the amount of 10% of the base bid sum. Security shall be in the form of either a certified check, bank cashier's check, or a Bid Bond issued by Surety licensed to conduct business in Pennsylvania. The Owner reserves the right to approve the sufficiency of the required bid security.

2. The successful bidder's security will be returned once the bidder has signed the contract and furnished the required Performance and Payment Bonds. The Owner reserves the right to retain the security of the next three (3) lowest bidders until the lowest bidder enters into a

contract, or 60 days after bid opening, whichever is shorter. All other Bid Security will be returned as soon as is practical. If any bidder refuses to enter into a contract, the Owner will retain his Bid Security as liquidated damages, but not as a penalty.

3. The bid security is to be submitted with the Form of Proposal at the time of submission of the bids.

#### H. PERFORMANCE AND PAYMENT BONDS

1. The successful bidder shall furnish and pay for bonds covering faithful performance of the Contract and payment of all obligations arising thereunder. Furnish bonds in the amount of 100% of the bid sum, inclusive of any accepted alternates, in such form as the Owner may prescribe and with surety company acceptable to the Owner. The form used shall be AIA A312 or similar.

2. The Contractor shall deliver said bonds to the Owner not later than 15 days after issuance of the intention to award or notice to proceed and prior to executing the agreement. Failure or neglecting to deliver said bonds, as specified, shall be considered as having abandoned the Contract and the Bid Security shall be retained as liquidated damages.

#### I. NO-LIEN AGREEMENT

A no-lien agreement will be required to be signed/filed by the Contractor before any work begins on the site.

#### J. MINORITY AND WOMEN BUSINESS ENTERPRISES

The promotion and encouragement of minority and/or women business enterprises is a commitment and objective of the Owner. The Bidder will abide by Executive Orders 11625 and 12138 in connection with the utilization of Minority and Women Business Enterprises on the Project. The OWNER has adopted a Minority and Women Business Enterprise Plan (MBE/WBE Plan) which may be reviewed in its entirety at the office of the OWNER. The MBE/WBE Plan requires that all Bidders must make efforts to involve minority and women-owned businesses in the Project through the use of such firms as subcontractors, material suppliers and/or service providers. Each bidder must make contact with such firms and/or others known to the Bidder in order to solicit involvement of MBE and WBE firms in the Project. This requirement applies to all prime bidders, even those who themselves qualify as Minority or Women Business Enterprises. Included in the Bidding Documents is Form STD-168, "MBE/WBE Contact Solicitation and Commitment Statement." Any bid which does not include a completed Form STD-168 may be rejected for that reason alone.

Minority Business Enterprises 5 %

Women Business Enterprises 3 %

K. QUESTIONS. Any questions regarding this Request for Proposals should be directed to the Owner's representative, Natalie O'Hara via email only to: [nohara@doenterprises.net](mailto:nohara@doenterprises.net).

**All questions must be received by 3:00 PM. on October 27, 2023** (3 business days before bids are due). Inquiries received after this date and time are not guaranteed to receive responses. No telephone calls with questions will be taken. Responses to questions will be issued in the form of an Addendum to the Request for Proposals via email from PIKE or their representatives.

#### L. ADDENDA

To ensure consistent interpretation of certain items, answers to questions the design professional deems to be in the interest of all will be made available to all respondents via email. Any and all

Addenda shall be acknowledged on the proposal form. Failure to acknowledge any and all Addenda may result in rejection of Bidder's proposal.

**M. PUBLIC OPENING**

All proposals delivered to the location will be opened on November 1, 2023 at 3:00 PM at PIKE's office at 506 Broad St., Milford, PA 18337.

## **I. GENERAL REQUIREMENTS**

A. No verbal information to bidders will be binding on PIKE. The written requirements will be considered clear and complete, unless written attention is called to any apparent discrepancies or incompleteness before the opening of the proposals. All alterations to the Request for Proposals will be made in the form of a written communication emailed to all registered prospective proposers. The communications shall then be considered to be part of the Request for Proposals.

B. Submission of a proposal will be considered as conclusive evidence of the proposer's complete examination and understanding of the request. Bidder shall carefully examine the Documents and the construction site to obtain firsthand knowledge of the existing conditions and limitations. Failure to visit the site or completely evaluate the plans and specifications shall not relieve the contractor of responsibility for same.

C. PIKE reserves the right to reject any and all proposals submitted and to request additional information from any Proposer. PIKE reserves the right to waive minor irregularities in the procedures or proposals if it is deemed in the best interests of PIKE. PIKE also reserves the right to elect to omit certain properties or portions of work to be performed at its sole discretion. PIKE further reserves the right to reject all proposals and seek new proposals when such procedure is considered to be in the best interest of PIKE.

D. The award will be made to that responsive and responsible proposer whose proposal, conforming to requirements of the request, will be most advantageous to PIKE, price and other factors considered. The award will be made to the firm with the lowest cost in aggregate.

E. PIKE shall have the right, without invalidating the contract, to make additions to or deductions from the items or work covered by the Request for Proposals. In case such deductions or additions are made, an equitable price adjustment shall be made between PIKE and the Proposer. Any such adjustments in price shall be made in writing.

F. After notice from PIKE or their representative, the selected proposer will be required to enter into a contract upon receipt of a Notice of Award. If a contract is not executed by the selected proposer, then PIKE reserves the right to retract the Notice of Award and enter into a contract with another proposer.

G. Proposals must be in typewritten form or neatly and legibly printed. Unsigned proposals will not be accepted. Proposers are expected to examine the content of the request and respond accordingly. Failure to do so will be at the Proposer's risk.

H. No proposal will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default to PIKE or the Building Owner upon any contract, or that is a defaulter, as surety or otherwise, upon any obligation to PIKE or the Building Owner or who had failed to faithfully perform any previous contract with PIKE or the Building Owner.

I. Unless otherwise specified, all formal proposals submitted shall be binding for sixty (60) calendar days following the bid opening date and may be extended at the agreement of both parties.

J. AUTHORITY

PIKE and their representatives and design professionals have the sole responsibility to respond to inquiries regarding the Request for Proposals.

K. COMPLIANCE WITH LAWS

The firm selected shall at all times observe and comply with all laws, ordinances, regulations and codes of the federal, state, city and other local government agencies, which may in any manner affect the performance of the contract. The firm selected shall also maintain any licenses issued as may be required by the municipality where the project is located, and/or its third party, including, but not limited to licenses to perform construction, etc. and be in good standing with all PIKE departments and its affiliates. Failure to maintain required licenses and be in good standing may result in bid disqualification and/or voiding of any contract that may result therefrom.

L. CONTRACTOR COMPLIANCE

If applicable, each respondent is required to be compliant with the PIKE and municipality local tax requirements. Failure to be compliant with PIKE and municipality local tax requirements may result in bid disqualification and/or voiding of any contract that may result therefrom.

M. CONTRACT TERMINATION

A contract may be canceled by PIKE by giving the respondent written notice of intent to cancel.

N. CONTROLLING LAW

This Request for Proposals is governed by and will be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania without regard to any conflict of law provisions.

O. INSURANCE & LIABILITY

1. Indemnification. The CONTRACTOR shall indemnify, defend and hold harmless Pike County, Action Properties, Inc., and the Building Owner from all claims, liabilities, suits or action at law or equity of any kind whatsoever arising out of, connected with or caused by any operation or matter relating to the project because of any act of omission, neglect or misconduct of the CONTRACTOR, including among other things, injury to property and injury to and sickness and death of each and every person or persons whatsoever, including without limitations, members of the public and employees of the CONTRACTOR or any Sub-Contractor.
2. Public Liability and Property Damage Insurance. The CONTRACTOR shall take out and maintain during the life of this Agreement such public claims for damages for personal injury, including accidental death as well as from claims for property damages, which may arise from operations connected with or caused by any operation or matter related to this Agreement, whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by any of them. Said insurance shall also cover as additional insured the indemnity liability of Pike County, Action Properties, Inc., and the Building Owner as their interests are present.
3. CONTRACTOR represents that it now carries, and agrees it will continue during the term of this Contract to carry, at a minimum: Worker's Compensation, Comprehensive General and Contractual Liability and Professional Liability Insurance in the following amounts:

Workers' Compensation	Statutory
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Comprehensive General Liability (including Blanket Contractual Liability Insurance)	\$ 500,000
Bodily Injury	\$1,000,000 each person \$1,000,000 each occurrence \$2,000,000 aggregate
Property Damage	\$500,000 each occurrence
Personal Injury	\$500,000
Comprehensive Automobile Liability	
Bodily Injury	\$500,000 each person \$500,000 each occurrence
Property Damage	\$1,000,000 each occ.
Umbrella Policy:	\$1,000,000 each occ. \$1,000,000 aggregate

**All insurance coverages should name Pike County, Delaware Run Associates LP (the Building Owner), and Action Properties, Inc. as additionally insured parties.** All insurance coverages must be kept effective during the contract period. The loss of insurance coverages could result in contract termination. Certificates of Insurance shall be furnished to PIKE within 10 days of contract award.

4. Certificates of all insurance provided by the CONTRACTOR shall be available for PIKE's review and will be furnished accordingly. Such copies of certificates shall include the following:
  - a. Name of insurance company, policy number and expiration data;
  - b. The coverage required and the limits on each, including the amount of deductibles or self-insured retentions (which shall be for the account of the CONTRACTOR);
  - c. A statement indicating PIKE and the Building Owner shall receive thirty (30) days' notice of cancellation or significant modification of any of the policies which may affect the interests of PIKE or the Building Owner;
  - d. A statement confirming that PIKE, Action Properties, Inc., and the Building Owner have all been named as additional insured (except for Worker's Compensation) on all policies; and
  - e. A statement confirming that PIKE, Action Properties, Inc., and the Building Owner, its agents and employees have been provided a waiver of any rights or subrogation, which the CONTRACTOR may have against them.

#### P. BIDDER'S ETHICS AND COLLUSION

**Collusive Bidding:** Any firm that submits more than one proposal in such a manner as to make it appear that one of the proposals submitted is competitive with that of a different proposer, or any two or more firms that agree to fix their respective proposals in such a manner as to be awarded the contract shall be disqualified from further consideration of award of this contract and shall be subject to any applicable penalties under the law.

**Bribery:** Any firm that attempts to influence a PIKE official to award this contract to such proposer's firm by promising to provide or by providing to such PIKE official any gratuity, entertainment, commission or any other gift, in exchange for a promise to award the contract to such firm shall be disqualified from further consideration of award of this contract and shall be subject to any applicable penalties under the law.

Conflict of Interest: Any firm that knows any PIKE official having a material direct or indirect financial interest in such proposer's firm shall be required to submit a written statement, along with the Form of Proposal, detailing such interest. Failure to disclose a known such financial interest shall result in the firm's disqualification from further consideration of award of this contract.

Q. INDEMNIFICATION

1. This agreement shall be binding on the parties hereto, their heirs, successors and assigns.

R. OPEN RECORDS LAW/PUBLIC INFORMATION

Under the Pennsylvania Right-to-Know Law (the "Law"), 65 P. S. Section 67.101 et. seq., a record in the possession of Pike County is presumed to be a public record subject to disclosure to any legal resident of the United States, upon request, unless protected by a statutory exception.

Any contract dealing with the receipt or disbursement of funds by the PIKE or the PIKE's acquisition, use or disposal of services, supplies, materials, equipment or property is subject to disclosure under the Law. The following are not subject to disclosure under an exception in the Law:

1. A proposal pertaining to PIKE's procurement or disposal of supplies, services or construction prior to the award of a contract or prior to the opening and rejection of all bids; and
2. Financial information of a bidder or proposer requested in an invitation to bid or request for proposals to demonstrate the bidder's or proposer's economic capability.

S. TRANSFERS AND ASSIGNMENTS

1. Contractor shall not, without written consent of PIKE, assign, hypothecate or mortgage this agreement. Any attempted assignment, hypothecation or mortgage without the consent of PIKE shall render this agreement null and void.
2. Neither this agreement nor any interest therein shall be transferable in proceedings in attachment or execution against bidder or in voluntary or involuntary proceedings in bankruptcy or insolvency or receivership taken by or against the respondent, or by any process of law including proceedings under Chapter X and XI of the Bankruptcy Act.

T. NON-DISCRIMINATION CLAUSE

The CONTRACTOR may not, under any program or activity to which the regulations of this part may apply, directly or through contractual or other arrangements, on the grounds of race, color, national origin or sex:

1. Deny any individual any facilities, services, financial aid or other benefits provided under the program or activity.
2. Provide any facilities, services, financial aid or other benefits which are different than those provided to others under the program or activity.
3. Subject any individual to segregated or separate treatment in any facility, or in any matter of process related to receipt of any service or benefit under the program or activity.
4. Restrict any individual in any way in access to, or in the enjoyment of, any advantage or privilege enjoyed by others in connection with facilities, services, financial aid or other benefits under the program or activity.

5. Treat any individual differently from others in determining whether the individual satisfies any admission, enrollment, eligibility, membership, or other requirement or condition which the individual must meet in order to be provided any facilities, services or other benefit provided under the program or activity.
6. Deny any individual an opportunity to participate in a program or activity as an employee. The CONTRACTOR may not use criteria or methods of administration which have the effect of subjecting persons to discrimination on the basis of race, color, national origin or sex, or have the effect of defeating or substantially impairing accomplishment of the objectives of the program or activity with respect to persons of a particular race, color, national origin or sex.

U. PENNSYLVANIA PREVAILING WAGE ACT

(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 laborers 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.

(e) 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.

(f) The contractor shall pay his workmen at least the general prevailing minimum wage rates and other provisions to assure payment thereof as set forth in this section.

(g) These prevailing minimum wage rate provisions apply to work performed on the contract by the contractor and to work performed on the contract by subcontractors.

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

(i) 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.

(j) 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.

(k) 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.

(l) 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 employe 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.

(m) 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.

(n) 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.

(o) 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.

(p) 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.

(q) The provisions of the act and this subchapter shall be incorporated by reference in the prime contract and all subcontracts.

#### V. RECORD KEEPING PROCEDURES

The CONTRACTOR, at its principal office or place of business, shall maintain, using accepted procedures, complete and accurate records and accounts including documents, correspondence, and other evidence pertaining to the costs, expenses and performance of this Agreement. At any time during normal business hours and as often as PIKE deems necessary, the CONTRACTOR shall make available for inspection by PIKE or its duly authorized representatives, all of its records with respect to all matters covered by this Agreement and will permit PIKE to audit, examine and make copies of such records. All records shall be maintained by the CONTRACTOR for a period of five (5) years from the date of final audit, except in those cases where unresolved audit questions may require maintaining some or all records for a longer period, in which event the records shall be maintained until all pending matters are resolved.

#### W. TERMS AND CONDITIONS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a

Member of Congress, in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

#### X. AFFIRMATIVE ACTION

##### 1. Approved Plan

CONTRACTOR agrees that it shall be committed to carry out pursuant to PIKE's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. PIKE shall provide Affirmative Action guidelines to CONTRACTOR to assist in the formulation of such Program CONTRACTOR shall submit a plan for an Affirmative Action Program for approval prior to the award of any funds.

##### 2. Women-and-Minority-Owned Businesses (W/MBE)

CONTRACTOR will use its best efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this contract, the term "minority and female business enterprise" means a business at least fifty-one (51%) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish-surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. CONTRACTOR may rely on written representations by businesses regarding their status as minority and female businesses in lieu of an independent investigation.

##### 3. Access to Record

CONTRACTOR shall furnish and cause each of its own subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by OECD, HUD or its agent, or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

##### 4. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that it is an Equal Opportunity or Affirmative Action employer.

#### Y. GENERAL COMPLIANCE

The CONTRACTOR agrees to comply with all local and state laws and regulations, civil rights ordinances including but not limited to the Title VI of the Civil Rights Act of 1984 as amended, Title VIII of the civil Rights Act of 1968 as amended, Title 1 of the Housing and Community Development Act of 1973, the Feder Occupational Safety and Health Act of 1970, the Pennsylvania Human Relations Act 222, Pennsylvania Act 287 Utilities Protection ("Call Before You Dig"), the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11248 as amended by Executive Orders 11375 and 12086.

#### Z. PENNSYLVANIA ACT 317 OF 1978

1. Act 317 of November 26, 1978, as amended by Act 200 of November 23, 1982, will apply to the Contract.

AA. PROVISIONS FOR THE USE OF STEEL AND STEEL PRODUCTS, ALUMINUM, AND CAST IRON MADE IN THE UNITED STATES OF AMERICA AND TRADE PRACTICES ACT

1. In accordance with Act 226 of the 1968 General Assembly of the Commonwealth of Pennsylvania, Act 161 of the 1982 General Assembly of the Commonwealth of Pennsylvania, if any steel or steel products, aluminum or cast iron are to be used or supplied in the performance of the Contract(s), only those produced in the United States as defined therein shall be used or supplied in the performance of the Contract or Contracts, or any Subcontracts thereunder.
2. In accordance with the Trade Practices Act of July 23, 1968, P.L. 686 (71 P.S. §773.101 et.seq.), the Contractor cannot and shall not use or permit to be used in the work any aluminum or steel products made in a foreign country, which is listed below as a foreign country which discriminates against aluminum or steel products manufactured in Pennsylvania. The Countries of Argentina, Brazil, South Korea, and Spain have been found to discriminate against certain products manufactured in Pennsylvania. Therefore, the purchase or use of those countries' products, as listed below, is not permitted:
  - Argentina: Carbon steel wire rod and cold-rolled carbon steel sheet.
  - Brazil: Welded carbon steel pipes and tubes; carbon steel wire rod; tool steel; certain stainless steel products, included hot-rolled stainless steel bar; stainless steel wire rod and cold-formed stainless steel bar; pre-stressed concrete steel wire strand; hot-rolled carbon steel plate in coil; hot-rolled carbon steel sheet; and cold-rolled carbon steel sheet;
  - South Korea: Welded carbon steel pipes and tubes; hot-rolled carbon steel plate; hot-rolled carbon steel sheet; and galvanized steel sheet;
  - Spain: Certain stainless steel products, including stainless steel wire rod, hot-rolled stainless steel bars; and cold-formed stainless steel bars; pre-stressed concrete steel wire strand; and certain steel products, including hot-rolled steel plate; cold-rolled carbon steel plate, carbon steel structural shapes; galvanized carbon steel sheet, hot-rolled carbon steel bars, and cold-formed carbon steel bars.

Penalties for violation of the above paragraphs may be found in the Trade Practices Act, which penalties include becoming ineligible for public works contracts for a period of three (3) years. This provision in no way relieves the contractor of responsibility to comply with those provisions of the grant agreement, which prohibit the use of foreign-made steel and cast-iron products.

## II. PROPOSALS

The format of this proposal for construction services enables PIKE to evaluate the conditions for selection with sufficient flexibility in awarding the contract.

### A. REJECTION OF PROPOSALS

PIKE reserves the right to reject any and all proposals received resulting from this request or to waive any conditions as deemed in their best interest.

### B. INCURRING COSTS

PIKE will not be liable for costs incurred by the selected proposer prior to the issuance of a contract.

### C. PRE-PROPOSAL CONFERENCE

1. No pre-proposal conference will be held for this project. Site visits can be scheduled in advance by contacting Bob Hunt at (570) 417-7793 or via email at [rhunt@monarchmanage.com](mailto:rhunt@monarchmanage.com).



**SAMPLE CONTRACT DOCUMENT AND EXHIBITS**  
**INCLUDING SUPPLEMENTARY CONDITIONS**



# AIA<sup>®</sup> Document A105<sup>™</sup> – 2017

## Standard Short Form of Agreement Between Owner and Contractor

**AGREEMENT** made as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_  
(In words, indicate day, month and year.)

**BETWEEN** the Owner:  
(Name, legal status, address and other information)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

and the Contractor:  
(Name, legal status, address and other information)

for the following Project:  
(Name, location and detailed description)

The Architect:  
(Name, legal status, address and other information)

The Owner and Contractor agree as follows.

**TABLE OF ARTICLES**

- 1 THE CONTRACT DOCUMENTS**
- 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**
- 3 CONTRACT SUM**
- 4 PAYMENTS**
- 5 INSURANCE**
- 6 GENERAL PROVISIONS**
- 7 OWNER**
- 8 CONTRACTOR**
- 9 ARCHITECT**
- 10 CHANGES IN THE WORK**
- 11 TIME**
- 12 PAYMENTS AND COMPLETION**
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- 14 CORRECTION OF WORK**
- 15 MISCELLANEOUS PROVISIONS**
- 16 TERMINATION OF THE CONTRACT**
- 17 OTHER TERMS AND CONDITIONS**

**ARTICLE 1 THE CONTRACT DOCUMENTS**

The Contractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of

- .1** this Agreement signed by the Owner and Contractor;
- .2** the drawings and specifications prepared by the Architect, dated \_\_\_\_\_, and enumerated as follows:

Drawings:  
**Number**

**Title**

**Date**

Specifications:  
**Section**

**Title**

**Pages**

.3 addenda prepared by the Architect as follows:

Number	Date	Pages
--------	------	-------

.4 written orders for changes in the Work, pursuant to Article 10, issued after execution of this Agreement;  
and

.5 other documents, if any, identified as follows:

## ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The Contract Time is the number of calendar days available to the Contractor to substantially complete the Work.

### § 2.2 Date of Commencement:

Unless otherwise set forth below, the date of commencement shall be the date of this Agreement.  
(Insert the date of commencement if other than the date of this Agreement.)

### § 2.3 Substantial Completion:

Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion, as defined in Section 12.5, of the entire Work:  
(Check the appropriate box and complete the necessary information.)

Not later than ( ) calendar days from the date of commencement.

By the following date:

## ARTICLE 3 CONTRACT SUM

§ 3.1 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work. Subject to additions and deductions in accordance with Article 10, the Contract Sum is: (\$ )

§ 3.2 For purposes of payment, the Contract Sum includes the following values related to portions of the Work:  
(Itemize the Contract Sum among the major portions of the Work.)

Portion of the Work	Value
---------------------	-------

§ 3.3 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Owner:

(Identify the accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 3.4 Allowances, if any, included in the Contract Sum are as follows:  
(Identify each allowance.)

Item	Price
------	-------

§ 3.5 Unit prices, if any, are as follows:  
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

#### ARTICLE 4 PAYMENTS

§ 4.1 Based on Contractor's Applications for Payment certified by the Architect, the Owner shall pay the Contractor, in accordance with Article 12, as follows:  
(Insert below timing for payments and provisions for withholding retainage, if any.)

§ 4.2 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate below, or in the absence thereof, at the legal rate prevailing at the place of the Project.  
(Insert rate of interest agreed upon, if any.)

%

#### ARTICLE 5 INSURANCE

§ 5.1 The Contractor shall maintain the following types and limits of insurance until the expiration of the period for correction of Work as set forth in Section 14.2, subject to the terms and conditions set forth in this Section 5.1:

§ 5.1.1 Commercial General Liability insurance for the Project, written on an occurrence form, with policy limits of not less than (\$ ) each occurrence, (\$ ) general aggregate, and (\$ ) aggregate for products-completed operations hazard.

§ 5.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than (\$ ) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 5.1.3 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 5.1.1 and 5.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 5.1.4 Workers' Compensation at statutory limits.

§ 5.1.5 Employers' Liability with policy limits not less than (\$ ) each accident, (\$ ) each employee, and (\$ ) policy limit.

§ 5.1.6 The Contractor shall provide builder's risk insurance to cover the total value of the entire Project on a replacement cost basis.

**§ 5.1.7 Other Insurance Provided by the Contractor**

*(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)*

**Coverage**

**Limits**

§ 5.2 The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance and shall provide property insurance to cover the value of the Owner's property. The Contractor is entitled to receive an increase in the Contract Sum equal to the insurance proceeds related to a loss for damage to the Work covered by the Owner's property insurance.

§ 5.3 The Contractor shall obtain an endorsement to its Commercial General Liability insurance policy to provide coverage for the Contractor's obligations under Section 8.12.

§ 5.4 Prior to commencement of the Work, each party shall provide certificates of insurance showing their respective coverages.

§ 5.5 Unless specifically precluded by the Owner's property insurance policy, the Owner and Contractor waive all rights against (1) each other and any of their subcontractors, suppliers, agents, and employees, each of the other; and (2) the Architect, Architect's consultants, and any of their agents and employees, for damages caused by fire or other causes of loss to the extent those losses are covered by property insurance or other insurance applicable to the Project, except such rights as they have to the proceeds of such insurance.

**ARTICLE 6 GENERAL PROVISIONS**

**§ 6.1 The Contract**

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 10.

**§ 6.2 The Work**

The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment, and services provided, or to be provided, by the Contractor to fulfill the Contractor's obligations.

**§ 6.3 Intent**

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

**§ 6.4 Ownership and Use of Architect's Drawings, Specifications and Other Documents**

Documents prepared by the Architect are instruments of the Architect's service for use solely with respect to this Project. The Architect shall retain all common law, statutory, and other reserved rights, including the copyright. The Contractor, subcontractors, sub-subcontractors, and suppliers are authorized to use and reproduce the instruments of service solely and exclusively for execution of the Work. The instruments of service may not be used for other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Architect.

## **§ 6.5 Electronic Notice**

Written notice under this Agreement may be given by one party to the other by email as set forth below.

*(Insert requirements for delivering written notice by email such as name, title, and email address of the recipient, and whether and how the system will be required to generate a read receipt for the transmission.)*

## **ARTICLE 7 OWNER**

### **§ 7.1 Information and Services Required of the Owner**

**§ 7.1.1** If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site.

**§ 7.1.2** Except for permits and fees under Section 8.7.1 that are the responsibility of the Contractor, the Owner shall obtain and pay for other necessary approvals, easements, assessments, and charges.

**§ 7.1.3** Prior to commencement of the Work, at the written request of the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence.

### **§ 7.2 Owner's Right to Stop the Work**

If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

### **§ 7.3 Owner's Right to Carry Out the Work**

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, the Architect may withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the cost of correction, provided the actions of the Owner and amounts charged to the Contractor were approved by the Architect.

### **§ 7.4 Owner's Right to Perform Construction and to Award Separate Contracts**

**§ 7.4.1** The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project.

**§ 7.4.2** The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the Owner.

## **ARTICLE 8 CONTRACTOR**

### **§ 8.1 Review of Contract Documents and Field Conditions by Contractor**

**§ 8.1.1** Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

**§ 8.1.2** The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies, or omissions discovered to the Architect.

### **§ 8.2 Contractor's Construction Schedule**

The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work.

### **§ 8.3 Supervision and Construction Procedures**

**§ 8.3.1** The Contractor shall supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work.

**§ 8.3.2** The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner, through the Architect, the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner or Architect have made a timely and reasonable objection.

#### **§ 8.4 Labor and Materials**

**§ 8.4.1** Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

**§ 8.4.2** The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

#### **§ 8.5 Warranty**

The Contractor warrants to the Owner and Architect that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents. Any material or equipment warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 12.5.

#### **§ 8.6 Taxes**

The Contractor shall pay sales, consumer, use, and similar taxes that are legally required when the Contract is executed.

#### **§ 8.7 Permits, Fees and Notices**

**§ 8.7.1** The Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work.

**§ 8.7.2** The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Architect in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules, and regulations.

#### **§ 8.8 Submittals**

The Contractor shall promptly review, approve in writing, and submit to the Architect shop drawings, product data, samples, and similar submittals required by the Contract Documents. Shop drawings, product data, samples, and similar submittals are not Contract Documents.

#### **§ 8.9 Use of Site**

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents, and the Owner.

#### **§ 8.10 Cutting and Patching**

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

#### **§ 8.11 Cleaning Up**

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery, and surplus material; and shall properly dispose of waste materials.

#### **§ 8.12 Indemnification**

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts



they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

## **ARTICLE 9 ARCHITECT**

**§ 9.1** The Architect will provide administration of the Contract as described in the Contract Documents. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

**§ 9.2** The Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.

**§ 9.3** The Architect will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

**§ 9.4** Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor.

**§ 9.5** The Architect has authority to reject Work that does not conform to the Contract Documents.

**§ 9.6** The Architect will promptly review and approve or take appropriate action upon Contractor's submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

**§ 9.7** On written request from either the Owner or Contractor, the Architect will promptly interpret and decide matters concerning performance under, and requirements of, the Contract Documents.

**§ 9.8** Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from the Contract Documents, and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

**§ 9.9** The Architect's duties, responsibilities, and limits of authority as described in the Contract Documents shall not be changed without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

## **ARTICLE 10 CHANGES IN THE WORK**

**§ 10.1** The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract, consisting of additions, deletions or other revisions, and the Contract Sum and Contract Time shall be adjusted accordingly, in writing. If the Owner and Contractor cannot agree to a change in the Contract Sum, the Owner shall pay the Contractor its actual cost plus reasonable overhead and profit.

**§ 10.2** The Architect may authorize or order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such authorization or order shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall proceed with such minor changes promptly.

**§ 10.3** If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

## **ARTICLE 11 TIME**

**§ 11.1** Time limits stated in the Contract Documents are of the essence of the Contract.

**§ 11.2** If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment.

**§ 11.3** Costs caused by delays or by improperly timed activities or defective construction shall be borne by the responsible party.

## **ARTICLE 12 PAYMENTS AND COMPLETION**

### **§ 12.1 Contract Sum**

The Contract Sum stated in this Agreement, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

### **§ 12.2 Applications for Payment**

**§ 12.2.1** At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment for Work completed in accordance with the values stated in this Agreement. The Application shall be supported by data substantiating the Contractor's right to payment as the Owner or Architect may reasonably require, such as evidence of payments made to, and waivers of liens from, subcontractors and suppliers. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

**§ 12.2.2** The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or other encumbrances adverse to the Owner's interests.

### **§ 12.3 Certificates for Payment**

The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in part; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole. If certification or notification is not made within such seven day period, the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time and the Contract Sum shall be equitably adjusted due to the delay.

### **§ 12.4 Progress Payments**

**§ 12.4.1** After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner provided in the Contract Documents.

**§ 12.4.2** The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

**§ 12.4.3** Neither the Owner nor the Architect shall have responsibility for payments to a subcontractor or supplier.

**§ 12.4.4** A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.

### **§ 12.5 Substantial Completion**

**§ 12.5.1** Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

**§ 12.5.2** When the Contractor believes that the Work or designated portion thereof is substantially complete, it will notify the Architect and the Architect will make an inspection to determine whether the Work is substantially complete. When the Architect determines that the Work is substantially complete, the Architect shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, establish the responsibilities of the Owner and Contractor, and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

## **§ 12.6 Final Completion and Final Payment**

**§ 12.6.1** Upon receipt of a final Application for Payment, the Architect will inspect the Work. When the Architect finds the Work acceptable and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment.

**§ 12.6.2** Final payment shall not become due until the Contractor submits to the Architect releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests, or encumbrances arising out of the Contract.

**§ 12.6.3** Acceptance of final payment by the Contractor, a subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

## **ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY**

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees on the Work and other persons who may be affected thereby, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

## **ARTICLE 14 CORRECTION OF WORK**

**§ 14.1** The Contractor shall promptly correct Work rejected by the Architect as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement, and additional testing.

**§ 14.2** In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.

**§ 14.3** If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

## **ARTICLE 15 MISCELLANEOUS PROVISIONS**

### **§ 15.1 Assignment of Contract**

Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

### **§ 15.2 Tests and Inspections**

**§ 15.2.1** At the appropriate times, the Contractor shall arrange and bear cost of tests, inspections, and approvals of portions of the Work required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

**§ 15.2.2** If the Architect requires additional testing, the Contractor shall perform those tests.

**§ 15.2.3** The Owner shall bear cost of tests, inspections, or approvals that do not become requirements until after the Contract is executed. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

### **§ 15.3 Governing Law**

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

## **ARTICLE 16 TERMINATION OF THE CONTRACT**

### **§ 16.1 Termination by the Contractor**

If the Work is stopped under Section 12.3 for a period of 14 days through no fault of the Contractor, the Contractor may, upon seven additional days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.

**§ 16.2 Termination by the Owner for Cause**

**§ 16.2.1** The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 is otherwise guilty of substantial breach of a provision of the Contract Documents.

**§ 16.2.2** When any of the above reasons exist, the Owner, after consultation with the Architect, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may

- .1 take possession of the site and of all materials thereon owned by the Contractor, and
- .2 finish the Work by whatever reasonable method the Owner may deem expedient.

**§ 16.2.3** When the Owner terminates the Contract for one of the reasons stated in Section 16.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

**§ 16.2.4** If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

**§ 16.3 Termination by the Owner for Convenience**

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

**ARTICLE 17 OTHER TERMS AND CONDITIONS**

*(Insert any other terms or conditions below.)*

This Agreement entered into as of the day and year first written above.

*(If required by law, insert cancellation period, disclosures or other warning statements above the signatures.)*

\_\_\_\_\_  
**OWNER** *(Signature)*

\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
**CONTRACTOR** *(Signature)*

\_\_\_\_\_  
*(Printed name and title)*

LICENSE NO.:  
JURISDICTION:

**Exhibit A**  
**Pike County Human Services**  
**Delaware Run Roof Replacement Project**

***List of Drawings***

*The below-listed drawings are excerpted from the original building drawings and are provided for reference only.*

A-13	Roof Plan	02/27/1996
S-2	First Floor Plan Showing Second Floor Framing	02/27/1996
S-3	Second Floor Plan Showing Roof Framing Layout	02/27/1996

***Technical Specifications***

07310	Asphalt Shingle Guide Specification	08/29/2023
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***General Information & General Requirements***

***General Conditions***

***Prevailing Minimum Wage Rate Determination***

**Exhibit B**  
**Pike County Human Services**  
**Delaware Run Roof Replacement Project**

***Scope Description***

All work must be performed in accordance with the plans and specifications and compliant with all necessary codes. This summary of work is complementary to and not in lieu of the information and requirements contained on the plans for the work. This project will be awarded under a single, all-inclusive contract. This is not intended to be an exhaustive list of all the work to be performed.

***General Requirements:***

1. The Contractor will be responsible to provide portable toilet facilities for its own use during the project.
2. Separate from this contract, the building owner and/or its agents may be performing other work at the same time as this work. Should that be the case, this Contractor shall be required to cooperate and coordinate with those performing the other work.
3. This Contractor is responsible to apply and pay for all necessary permits, including a building permit and third-party inspections, and coordinate all required inspections for their work.
4. All work shall be performed in a workmanlike manner in accordance with best industry practices, and in compliance with governing codes and any manufacturer's instructions or recommendations.
5. This Contractor is responsible for maintaining a clean and safe construction site. Work area shall be cleaned up daily with all trash removed to dumpster or container. All job-related trash, including but not limited to any and all excess materials, demolition or excavation spoils, trash and/or debris, must be removed from jobsite and legally disposed of by Contractor.
6. This Contractor is responsible for their own layout.
7. As-built drawings must be provided at the completion of the project.
8. Each Contractor is responsible for their own cutting and patching.
9. The Contractor is responsible for compliance with all local, state and federal regulations, codes and safety, including compliance with any prevailing rules or recommendations for COVID-19 safety protocols.
10. The Contractor is required to coordinate with all drawings listed along with all related sections, specifications, and addenda. Any discrepancies must be noted in writing upon discovery and forwarded to Action Properties for review. Failure to coordinate related drawings, sections, specifications or addenda on the Contractor's part does not release Contractor from completing the required work. Should there be a discrepancy among the

contract documents, the greater quantity or greater quality provided to the Owner shall prevail unless clarified otherwise by Addendum.

11. Contractor shall not discriminate against any employee, applicant for employment, independent contractor or any other person because of race, color, religious creed, ancestry, national origin, age, gender or sexual orientation or identity.
12. The Contractor is reminded that this property will remain occupied throughout the duration of the work, and any protection of the work area to keep the public out for safety reasons shall be the responsibility of the Contractor.
13. For all work for which a color selection is required, same shall be by the property owner from among the standard color selections (not premium) offered.
14. Any measurements or quantities that may be provided in the above scope of work are approximations only. The Contractor shall be responsible for inspecting the property and taking all necessary field measurements necessary for any reason, including to calculate pricing, to order and/or fabricate material, or to install the work.
15. The Contractor shall be responsible for all taxes and fees related to materials and equipment.
16. Contractor must warranty his/her work in full for a period of one (1) year from date of completion. Additional warranties should be as outlined above.
17. All contractors must be licensed, bonded and insured in accordance with state and local requirements.
18. The work site must be contained if hazardous dust or debris could be released into other areas of the property (with occupants' belongings in the contained area moved to a safe and secure area outside of it or covered with an impermeable covering with seams and edges sealed). No safety, health or environmental hazards (e.g., exposed live electrical wiring, release of toxic fumes, or on-site disposal of hazardous waste) will be created.
19. When working in pre-1978 housing, if work is included that surpasses "de minimus" level of paint disturbance, compliance is required with the lead-based paint evaluation and hazard reduction requirements of HUD's lead-based paint rules (24 CFR part 35) and EPA's lead-based paint rules (40 CFR part 745). Personnel performing control and/or containment work must be properly trained contractors.
20. While change orders are not expected, in the event that the scope of work or cost changes during construction, the Contractor will submit a request in writing, including the details of the work being changed and why it is necessary, as well as both the cost and time impact of these changes. Contractor-initiated requests for a change order will not automatically increase the price of the Work. The contract price shall be adjusted only upon issuance of a written change order by Pike County which is signed by both Pike County and the Contractor. No payment can be made for this change order until the change order is fully-executed by both parties.

21. Site visits can be scheduled in advance by contacting Bob Hunt at (570) 417-7793 or via email at rhunt@monarchmanage.com.

### ***Scope of Work:***

Provide all labor, material, tools, supervision and equipment required to complete the following:

1. Remove and dispose of existing shingle roofing and accessories. It is believed that there is only a single layer of shingles on the roof. Inspect existing sheathing and replace as necessary. Assume a total of thirty-five (35) sheets of 5/8" OSB or plywood roof sheathing will need to be replaced at the shingled areas (note that existing was originally 5/8" tongue & groove plywood). Replace pipe boots (assume 14 on the entire shingled area) and any flashings at roof penetrations including the step flashing at both chimneys. Provide shingled ridge vents.
2. Coordinate with owner to provide and install new "turbine" ventilator fans in two (2) locations.
3. Provide a new architectural shingle roof with minimum 25-year warranty, including new aluminum drip edge, ice and water shield, roofing felt/underlayment, shingled ridge vent, ridge cap at hips and other ridges, and all other necessary accessories to achieve a complete installation in accordance with manufacturer's recommendations. Shingles shall be GAF Timberline HDZ or equivalent product from another manufacturer.
4. Existing gutters and downspouts are to remain and be protected from damage during the project. Furnish and install new gutters and related downspouts at the eaves above the membrane roof area (elevator tower, window walls, etc.). ALL down slope eaves (not rake ends) shall have gutters and downspouts. New gutters shall match existing as closely as possible. Assume white, 5" K-style gutter with all necessary fasteners, brackets, fittings, and compatible downspouts which will discharge onto the membrane roof. Any new downspouts discharging to grade shall include extensions so that water is discharged a minimum of 5' away from the building foundation wall.
5. Remove and dispose of existing membrane roof, any roof insulation and decking/sheathing at membrane roof area in 2 locations (above patio and above elevator). All roof decking at flat roof areas shall be replaced with new 3/4" plywood. Existing plans show the insulation is between the joists below the roof sheathing.
6. Furnish and install new 0.060 black, reinforced, fully-adhered EPDM roof membrane. The roof assembly should follow the slope of the roof framing pitched toward the exterior of the building, where all water shall be collected in a gutter. Provide new flashings, edgings and accessories necessary for a complete and workmanlike installation. New membrane roof shall carry a minimum warranty of 10 years.
7. Remove, safely store, and reinstall rooftop railing or other accessories as necessary for installation of membrane roofing.
8. Remove, safely store and reinstall siding at membrane roofing as needed to properly install new membrane roofing and accessories.



9. Colors of shingles, soffit, drip edge, down spouts, gutters, etc. shall be selected by building owner from among manufacturer's standard offerings.
10. Contractor shall be responsible for protection of adjacent surfaces to remain during performance of the work.
11. This building is a multi-family residential property and as such, is subject to the commercial warranties from the various roofing manufacturers.

***Unit Prices:***

1. In the space noted on the bid form, list the cost to add to or deduct from the quantity of sheets of roof sheathing that need to be replaced.

**Exhibit C**  
**Pike County Human Services**  
**Delaware Run Roof Replacement Project**

***Supplementary Conditions***

Article 4 Payments

4.1 Change "Architect" to "Project Manager".

Article 5 Insurance

5.1.1 thru 5.1.5: Insurance shall be provided with limits as listed below:

Workers' Compensation	Statutory
Comprehensive General Liability (including Blanket Contractual Liability Insurance)	\$ 500,000
Bodily Injury	\$1,000,000 each person \$1,000,000 each occurrence \$2,000,000 aggregate
Property Damage	\$500,000 each occurrence
Personal Injury	\$500,000
Comprehensive Automobile Liability	
Bodily Injury	\$500,000 each person \$500,000 each occurrence
Property Damage	\$1,000,000 each occurrence
Umbrella Policy:	\$1,000,000 each occurrence \$1,000,000 aggregate

Pike County Human Services, Action Properties, Inc. and Delaware Run Associates LP (the Building Owner) shall all be listed as additional insureds on all policies of insurance except Workers' Compensation.

5.1.6 shall be changed to "The **Owner** shall provide builder's risk insurance to cover the total value of the entire project."

Article 7 Owner

7.3 In the last sentence, change both instances of "Architect" to "Project Manager".

Article 8 Contractor

8.1.2 Change the last word in the sentence from "Architect" to "Project Manager".

8.2 Change “Architect’s” to “Project Manager’s”

8.3.1 At the end, add The Contractor shall also be responsible for all safety requirements and guidelines for his work , and in interfacing with the work of other contractors.”

8.3.2 In the first sentence, change “through the Architect” to “through the Project Manager”. In the second sentence, after “Owner”, add “, Project Manager, or”.

8.5 In the first sentence, after “Owner”, add “, Project Manager, or”.

8.7.2 In the last sentence, after “Architect”, add “through the Project Manager,”.

8.8 In the first sentence, change “Architect” to “Project Manager”.

8.12 In the first sentence, after “Owner,”, add “Project Manager,”

Article 9 Architect : Change title to “Architect and Project Manager”.

9.1 After both instances of “Architect”, add “and Project Manager”.

9.2 In the first sentence, change “Architect” to “Project Manager. Add another sentence, “If applicable, the design professional will visit the site as needed and in accordance with the terms of their contract with the Owner. “

9.3 In both the first and second sentences, change “The Architect” to “The Design Professional (if applicable) and Project Manager”.

9.4 Change both instances of “Architect” to “Project Manager”.

9.5 In both the first and second sentences, change “The Architect has” to “The Design Professional (if applicable) and Project Manager have”.

9.7 In the first sentence, change “Owner or Contractor” to “Owner, Project Manager, or Contractor”.

9.9 Change the first sentence to “The Design Professional’s (if applicable) and Project Manager’s duties, responsibilities, and limits of authority as described in the Contract Documents shall not be changed without written consent of the Owner, Contractor, Project Manager, and Design Professional.”

## Article 10 Changes in the Work

10.2 In the first sentence, after “Architect”, add “or Project Manager”.

## Article 12 Payments and Completion

12.2.1 Change to “At least ten (10) days before the date established for each progress payment, the Contractor shall submit to the **Project Manager** an itemized Application for Payment for Work completed in accordance with the schedule of values. The Application shall be supported by a waiver of liens from the Contractor for payments made. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.”

12.3 Change all 5 instances of “Architect” to “Project Manager”.

12.4.1 Change “Architect” to “Project Manager”.

12.4.3 Change to “Neither the Owner, the Project Manager, nor the Design Professional shall have responsibility for payments to a subcontractor, supplier or employee.”

12.6.1 In the last sentence, after “Architect”, add “and Project Manager”.

12.6.2 In the first sentence, change “Architect” to “Project Manager”.

## Article 14 Correction of Work

14.1 In the first sentence, after “Architect”, add “or the Project Manager”.

## Article 16 Termination of the Contract

16.2.2 In the first sentence, after “with the Architect”, add “and the Project Manager”.

**Exhibit D**  
**Pike County Human Services**  
**Delaware Run Roof Replacement Project**

*Schedule of Values*

**Total this Contract** \$

**Exhibit E**  
**Pike County Human Services**  
**Delaware Run Roof Replacement Project**

***Additional Terms and Conditions***

**NON-DISCRIMINATION CLAUSE**

The CONTRACTOR may not, under any program or activity to which the regulations of this part may apply, directly or through contractual or other arrangements, on the grounds of race, color, national origin or sex:

- A. Deny any individual any facilities, services, financial aid or other benefits provided under the program or activity.
- B. Provide any facilities, services, financial aid or other benefits which are different than those provided to others under the program or activity.
- C. Subject any individual to segregated or separate treatment in any facility, or in any matter of process related to receipt of any service or benefit under the program or activity.
- D. Restrict any individual in any way in access to, or in the enjoyment of, any advantage or privilege enjoyed by others in connection with facilities, services, financial aid or other benefits under the program or activity.
- E. Treat any individual differently from others in determining whether the individual satisfies any admission, enrollment, eligibility, membership, or other requirement or condition which the individual must meet in order to be provided any facilities, services or other benefit provided under the program or activity.
- F. Deny any individual an opportunity to participate in a program or activity as an employee.

The CONTRACTOR may not use criteria or methods of administration which have the effect of subjecting persons to discrimination on the basis of race, color, national origin or sex, or have the effect of defeating or substantially impairing accomplishment of the objectives of the program or activity with respect to persons of a particular race, color, national origin or sex.

## **PENNSYLVANIA PREVAILING WAGE ACT**

(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 laborers 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.

(e) The general prevailing minimum wage rates including contributions for employe 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.

(f) The contractor shall pay his workmen at least the general prevailing minimum wage rates and other provisions to assure payment thereof as set forth in this section.

(g) These prevailing minimum wage rate provisions apply to work performed on the contract by the contractor and to work performed on the contract by subcontractors.

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

(i) 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.

(j) 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.

(k) 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.

(l) 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 employe 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.



(m) 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.

(n) 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.

(o) 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.

(p) 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.

(q) The provisions of the act and this subchapter shall be incorporated by reference in the prime contract and all subcontracts.

#### **NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE**

The Contractor agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the grant agreement or any subgrant agreement, contract, or subcontract, the Grantee, a subgrantee, a contractor, a subcontractor, or any person acting on behalf of the Grantee shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
2. The Grantee, any subgrantee, contractor or any subcontractor or any person on their behalf shall not in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any of its employees.

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

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

### **INSURANCE & LIABILITY**

A. Indemnification. The CONTRACTOR shall indemnify, defend and hold harmless PIKE, Action Properties, Inc. and the Building Owner from all claims, liabilities, suits or action at law or equity of any kind whatsoever arising out of, connected with or caused by any operation or matter relating to the project because of any act of omission, neglect or misconduct of the CONTRACTOR, including among other things, injury to property and injury to and sickness and death of each and every person or persons whatsoever, including without limitations , members of the public and employees of the CONTRACTOR or any Sub-Contractor.

B. Public Liability and Property Damage Insurance. The CONTRACTOR shall take out and maintain during the life of this Agreement such public claims for damages for personal injury, including accidental death as well as from claims for property damages, which may arise from operations connected with or caused by any operation or matter related to this Agreement, whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by any of them. Said insurance shall also cover as additional insured the indemnity liability of PIKE, Action Properties, Inc. and the Building Owner, as their interests are present.

C. CONTRACTOR represents that it now carries, and agrees it will continue during the term of this Contract to carry, at a minimum: Worker's Compensation, Comprehensive General and Contractual Liability and Professional Liability Insurance in the following amounts:

## TYPE OF INSURANCE LIMITS OF LIABILITY

- Worker's Compensation - Statutory
- Employer's Liability \$500,000.00
- Comprehensive General Liability (including Blanket Contractual Liability Insurance) \$500,000.00
- Bodily Injury \$1,000,000 each person;  
\$1,000,000 each occurrence;  
\$1,000,000 aggregate
- Property Damage \$ 500,000 each occurrence
- Personal Injury \$ 500,000.00
- Comprehensive Automobile Liability:
  - Bodily Injury \$300,000 each person
  - \$500,000 each occurrence
  - Property Damage \$ 500,000 each occurrence

D. Certificates of all insurance provided by the CONTRACTOR shall be available for PIKE's review and will be furnished to PIKE. Such copies of certificates shall include the following:

- (a) Name of insurance company, policy number and expiration date;
- (b) The coverage required and the limits on each, including the amount of deductibles or self-insured retentions (which shall be for the account of the CONTRACTOR);
- (c) A statement indicating PIKE and the Building Owner shall receive thirty (30) days notice of cancellation or significant modification of any of the policies which may affect the interests of PIKE and/or the Building Owner;
- (c) A statement confirming that PIKE and the Building Owner have both been named as additional insured (except for Worker's Compensation) on all policies; and
- (d) A statement confirming that PIKE and the Building Owner, its agents and employees have been provided a waiver of any rights or subrogation, which the CONTRACTOR may have against them.

## **RECORD KEEPING PROCEDURES**

The CONTRACTOR, at its principal office or place of business, shall maintain, using accepted procedures, complete and accurate records and accounts including documents, correspondence, and other evidence pertaining to the costs, expenses and performance of this Agreement. At any time during normal business hours and as often as the PIKE deems necessary, the CONTRACTOR shall make available for inspection by PIKE or its duly authorized representatives, all of its records with respect to all matters covered by this Agreement and will permit PIKE to audit, examine and make copies of such records. All records shall be maintained by the CONTRACTOR for a period of five (5) years from the date of final audit, except in those cases where unresolved audit questions may require

maintaining some or all records for a longer period, in which event the records shall be maintained until all pending matters are resolved.

### **TERMS AND CONDITIONS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1.) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2.) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

### **CONFLICT OF INTEREST**

The CONTRACTOR must comply with 24 CFR 570.611 and all applicable sections under 24 CFR 570.611 termed "Conflict of Interest".

A. Conflicts prohibited. The general rule is that no persons described in paragraph (B) of this section who exercise or have exercised any functions or responsibilities with respect to CDBG-R activities assisted under this part, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-R assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-R assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter. For the UDAG program, the above restrictions shall apply to all activities that are a part of the UDAG project, and shall cover any such financial interest or benefit during, or at any time after, such person's tenure.

B. Persons covered. The conflict of interest provisions of paragraph (A) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed

official of the recipient, or of any designated public agencies, or of contractors that are receiving funds under this part.

## **COMPLIANCE**

### 1. Compliance

The CONTRACTOR agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grant Recovery (CDBG-R)). The CONTRACTOR also agrees to comply with all other applicable Federal, State and Local laws, regulations, and policies governing the funds provided under this Agreement. The CONTRACTOR further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

The CONTRACTOR agrees to comply with all local and state civil rights ordinances and with the Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Title 1 of the Housing and Community Development Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11248 as amended by Executive Orders 11375 and 12086.

### 2. Nondiscrimination

The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. CONTRACTOR will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause. This is referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable nondiscrimination provisions in Section 109 of the HCDA are still applicable.

### 3. Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, CONTRACTOR shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale,

lease or rental, or in the use of occupancy of such land, or in any improvements erected or to be erected thereon, providing that OECD and the United States are beneficiaries of and entitled to enforce such covenants. CONTRACTOR, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

#### 4. Section 504

CONTRACTOR agrees to comply with any federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 708), which prohibits discrimination against the handicapped in any federally assisted program. OECD shall provide CONTRACTOR with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

### **AFFIRMATIVE ACTION**

#### 1. Approved Plan

CONTRACTOR agrees that it shall be committed to carry out pursuant to PIKE's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. OECD shall provide Affirmative Action guidelines to CONTRACTOR to assist in the formulation of such Program. CONTRACTOR shall submit a plan for an Affirmative Action Program for approval prior to the award of any funds.

#### 2. Women-and-Minority-Owned Businesses (W/MBE)

CONTRACTOR will use its best efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this contract, the term "minority and female business enterprise" means a business at least fifty-one (51%) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish-surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. CONTRACTOR may rely on written representations by businesses regarding their status as minority and female businesses in lieu of an independent investigation.

#### 3. Access to Record

CONTRACTOR shall furnish and cause each of its own subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by PIKE, HUD or its agent, or other authorized federal officials for purposes of

investigation to ascertain compliance with the rules, regulations and provisions stated herein.

#### 4. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that it is an Equal Opportunity or Affirmative Action employer.

### **GENERAL COMPLIANCE**

The CONTRACTOR agrees to comply with all local and state civil rights ordinances and with the Title VI of the Civil Rights Act of 1984 as amended, Title VIII of the civil Rights Act of 1968 as amended, Title 1 of the Housing and Community Development Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11248 as amended by Executive Orders 11375 and 12086.



**PREVAILING MINIMUM WAGE RATE**  
**DETERMINATION**

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

Project Name:	Delaware Run Roof Replacement Project
Awarding Agency:	Pike County Human Services
Contract Award Date:	10/15/2023
Serial Number:	23-07890
Project Classification:	Building
Determination Date:	9/25/2023
Assigned Field Office:	Scranton
Field Office Phone Number:	(570)963-4577
Toll Free Phone Number:	(877)214-3962
Project County:	Pike County

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

<b>Project: 23-07890 - Building</b>	<b>Effective Date</b>	<b>Expiration Date</b>	<b>Hourly Rate</b>	<b>Fringe Benefits</b>	<b>Total</b>
Asbestos & Insulation Workers	7/1/2022		\$35.83	\$20.67	\$56.50
Asbestos & Insulation Workers	7/1/2023		\$37.08	\$21.92	\$59.00
Asbestos & Insulation Workers	7/1/2024		\$37.08	\$24.92	\$62.00
Asbestos & Insulation Workers	7/1/2025		\$37.08	\$28.17	\$65.25
Boilermaker (Commercial, Institutional, and Minor Repair Work)	1/1/2019		\$29.26	\$18.48	\$47.74
Boilermakers	1/1/2023		\$51.27	\$35.30	\$86.57
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	4/30/2023		\$39.47	\$18.76	\$58.23
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	4/28/2024		\$41.32	\$18.76	\$60.08
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	5/4/2025		\$43.17	\$18.76	\$61.93
Carpenters - Piledriver/Welder	1/1/2023		\$40.63	\$21.22	\$61.85
Carpenters - Piledriver/Welder	1/1/2024		\$42.13	\$21.97	\$64.10
Carpenters - Piledriver/Welder	1/1/2025		\$43.38	\$22.72	\$66.10
Carpenters - Piledriver/Welder	1/1/2026		\$44.63	\$23.47	\$68.10
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	5/1/2023		\$34.03	\$18.63	\$52.66
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	5/1/2024		\$35.23	\$18.63	\$53.86
Cement Finishers & Plasterers	4/30/2023		\$30.49	\$20.01	\$50.50
Cement Finishers & Plasterers	4/28/2024		\$32.49	\$20.01	\$52.50
Cement Finishers & Plasterers	5/4/2025		\$34.49	\$20.01	\$54.50
Cement Finishers & Plasterers	5/3/2026		\$36.49	\$20.01	\$56.50
Cement Masons	6/1/2022		\$36.48	\$14.00	\$50.48
Cement Masons	6/1/2023		\$37.13	\$14.50	\$51.63
Drywall Finisher	5/1/2022		\$30.71	\$22.36	\$53.07
Drywall Finisher	5/1/2023		\$31.24	\$23.58	\$54.82
Electricians	6/1/2022		\$43.23	\$22.63	\$65.86
Electricians	6/1/2023		\$44.23	\$23.72	\$67.95
Elevator Constructor	1/1/2023		\$56.46	\$38.36	\$94.82
Glazier	5/1/2023		\$31.23	\$20.66	\$51.89
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2021		\$34.01	\$31.13	\$65.14
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2023		\$36.26	\$31.38	\$67.64
Laborers (Class 01 - General)	5/3/2020		\$24.97	\$19.03	\$44.00
Laborers (Class 01 - See notes)	5/1/2023		\$24.25	\$20.28	\$44.53
Laborers (Class 02 - see notes)	5/1/2023		\$26.25	\$20.28	\$46.53
Laborers (Class 03 - See notes)	5/1/2023		\$27.07	\$20.28	\$47.35
Laborers (Class 04 - See notes)	5/1/2023		\$28.57	\$20.28	\$48.85
Laborers (Class 05 - See notes)	5/1/2023		\$29.07	\$20.28	\$49.35
Laborers (Class 06 - See notes)	5/1/2023		\$27.02	\$20.28	\$47.30
Marble Mason	5/1/2023		\$37.08	\$16.70	\$53.78
Marble Mason	5/1/2024		\$39.03	\$16.70	\$55.73
Marble Mason	5/1/2025		\$40.98	\$16.70	\$57.68

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

<b>Project: 23-07890 - Building</b>	<b>Effective Date</b>	<b>Expiration Date</b>	<b>Hourly Rate</b>	<b>Fringe Benefits</b>	<b>Total</b>
Millwright	5/1/2020		\$36.04	\$19.31	\$55.35
Millwright	6/1/2023		\$39.21	\$22.95	\$62.16
Millwright	6/1/2024		\$41.07	\$22.95	\$64.02
Millwright	6/1/2025		\$43.00	\$22.95	\$65.95
Millwright	6/1/2026		\$44.97	\$22.95	\$67.92
Operators (Building, Class 01 - See Notes)	5/1/2023		\$42.57	\$29.24	\$71.81
Operators (Building, Class 01A - See Notes)	5/1/2023		\$44.82	\$29.90	\$74.72
Operators (Building, Class 02 - See Notes)	5/1/2023		\$42.29	\$29.15	\$71.44
Operators (Building, Class 02A - See Notes)	5/1/2023		\$44.54	\$29.82	\$74.36
Operators (Building, Class 03 - See Notes)	5/1/2023		\$39.57	\$28.34	\$67.91
Operators (Building, Class 04 - See Notes)	5/1/2023		\$38.42	\$28.02	\$66.44
Operators (Building, Class 05 - See Notes)	5/1/2023		\$37.97	\$27.89	\$65.86
Operators (Building, Class 06 - See Notes)	5/1/2023		\$37.10	\$27.62	\$64.72
Operators (Building, Class 07A- See Notes)	5/1/2023		\$51.63	\$33.34	\$84.97
Operators (Building, Class 07B- See Notes)	5/1/2023		\$51.28	\$33.24	\$84.52
Painters Class 1 (see notes)	5/1/2023		\$29.98	\$23.28	\$53.26
Painters Class 2 (see notes)	5/1/2023		\$33.58	\$23.58	\$57.16
Painters Class 3 (see notes)	5/1/2023		\$40.18	\$23.58	\$63.76
Pile Driver Divers (Building, Heavy, Highway)	1/1/2023		\$58.70	\$21.22	\$79.92
Pile Driver Divers (Building, Heavy, Highway)	1/1/2024		\$60.95	\$21.97	\$82.92
Pile Driver Divers (Building, Heavy, Highway)	1/1/2025		\$62.82	\$22.72	\$85.54
Pile Driver Divers (Building, Heavy, Highway)	1/1/2026		\$64.70	\$23.47	\$88.17
Piledrivers	1/1/2023		\$39.13	\$21.22	\$60.35
Piledrivers	1/1/2024		\$40.63	\$21.97	\$62.60
Piledrivers	1/1/2025		\$41.88	\$22.72	\$64.60
Piledrivers	1/1/2026		\$43.13	\$23.47	\$66.60
Plasterers	6/1/2021		\$36.46	\$13.00	\$49.46
Plasterers	6/1/2023		\$37.81	\$13.90	\$51.71
Plumbers and Steamfitters	12/1/2022		\$47.74	\$22.32	\$70.06
Roofers	5/1/2023		\$32.75	\$21.61	\$54.36
Sheet Metal Workers	5/1/2023		\$35.04	\$29.82	\$64.86
Sign Makers and Hangars	7/15/2022		\$30.54	\$24.35	\$54.89
Sign Makers and Hangars	7/15/2023		\$31.76	\$24.63	\$56.39
Sprinklerfitters	4/1/2023		\$44.33	\$28.04	\$72.37
Terrazzo Finisher	5/1/2023		\$35.79	\$19.25	\$55.04
Terrazzo Finisher	5/1/2024		\$37.16	\$19.26	\$56.42
Terrazzo Grinder	5/1/2023		\$36.54	\$19.25	\$55.79
Terrazzo Grinder	5/1/2024		\$37.92	\$19.26	\$57.18
Terrazzo Mechanics	5/1/2023		\$36.51	\$21.00	\$57.51
Terrazzo Mechanics	5/1/2024		\$37.94	\$21.01	\$58.95
Tile & Marble Finisher	5/1/2023		\$34.57	\$15.80	\$50.37
Tile & Marble Finisher	5/1/2024		\$36.52	\$15.80	\$52.32
Tile & Marble Finisher	5/1/2025		\$38.47	\$15.80	\$54.27
Tile Setter	5/1/2023		\$37.08	\$16.70	\$53.78

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

<b>Project: 23-07890 - Building</b>	<b>Effective Date</b>	<b>Expiration Date</b>	<b>Hourly Rate</b>	<b>Fringe Benefits</b>	<b>Total</b>
Tile Setter	5/1/2024		\$39.03	\$16.70	\$55.73
Tile Setter	5/1/2025		\$40.98	\$16.70	\$57.68
Truckdriver class 1(see notes)	5/1/2021		\$37.72	\$0.00	\$37.72
Truckdriver class 2 (see notes)	5/1/2021		\$37.79	\$0.00	\$37.79
Truckdriver class 3 (see notes)	5/1/2021		\$38.28	\$0.00	\$38.28
Window Film / Tint Installer	6/1/2019		\$24.52	\$12.08	\$36.60

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

<b>Project: 23-07890 - Heavy/Highway</b>	<b>Effective Date</b>	<b>Expiration Date</b>	<b>Hourly Rate</b>	<b>Fringe Benefits</b>	<b>Total</b>
Carpenter	5/1/2023		\$35.32	\$19.09	\$54.41
Carpenter	5/1/2024		\$36.12	\$19.79	\$55.91
Carpenter	5/1/2025		\$36.87	\$20.49	\$57.36
Carpenter	5/1/2026		\$37.63	\$21.18	\$58.81
Carpenter Welder	5/1/2023		\$36.07	\$19.09	\$55.16
Carpenter Welder	5/1/2024		\$36.87	\$19.79	\$56.66
Carpenter Welder	5/1/2025		\$37.62	\$20.49	\$58.11
Carpenter Welder	5/1/2026		\$38.38	\$21.18	\$59.56
Carpenters - Piledriver/Welder	1/1/2023		\$36.07	\$19.09	\$55.16
Carpenters - Piledriver/Welder	1/1/2024		\$36.87	\$19.79	\$56.66
Carpenters - Piledriver/Welder	1/1/2025		\$37.62	\$20.49	\$58.11
Carpenters - Piledriver/Welder	1/1/2026		\$38.38	\$21.18	\$59.56
Cement Finishers	6/1/2016		\$32.43	\$11.35	\$43.78
Electric Lineman	8/29/2022		\$62.66	\$28.08	\$90.74
Electric Lineman	9/4/2023		\$64.68	\$29.01	\$93.69
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2021		\$34.01	\$31.13	\$65.14
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2023		\$36.26	\$31.38	\$67.64
Laborers (Class 01 - See notes)	5/1/2023		\$24.81	\$18.99	\$43.80
Laborers (Class 01 - See notes)	5/1/2024		\$25.61	\$19.49	\$45.10
Laborers (Class 02 - See notes)	5/1/2023		\$31.43	\$18.99	\$50.42
Laborers (Class 02 - See notes)	5/1/2024		\$32.23	\$19.49	\$51.72
Laborers (Class 03 - See notes)	5/1/2023		\$28.42	\$18.99	\$47.41
Laborers (Class 03 - See notes)	5/1/2024		\$29.22	\$19.49	\$48.71
Laborers (Class 04 - See notes)	5/1/2023		\$28.77	\$18.99	\$47.76
Laborers (Class 04 - See notes)	5/1/2024		\$29.57	\$19.49	\$49.06
Laborers (Class 05 - See notes)	5/1/2023		\$29.44	\$18.99	\$48.43
Laborers (Class 05 - See notes)	5/1/2024		\$30.24	\$19.49	\$49.73
Laborers (Class 06 - See notes)	5/1/2023		\$28.86	\$18.99	\$47.85
Laborers (Class 06 - See notes)	5/1/2024		\$29.66	\$19.49	\$49.15
Laborers (Class 07 - See notes)	5/1/2023		\$29.15	\$18.99	\$48.14
Laborers (Class 07 - See notes)	5/1/2024		\$29.95	\$19.49	\$49.44
Laborers (Class 08 - See notes)	5/1/2023		\$29.63	\$18.99	\$48.62
Laborers (Class 08 - See notes)	5/1/2024		\$30.43	\$19.49	\$49.92
Millwright	6/1/2023		\$41.51	\$23.33	\$64.84
Millwright	6/1/2024		\$43.46	\$23.33	\$66.79
Millwright	6/1/2025		\$45.46	\$23.33	\$68.79
Millwright	6/1/2026		\$47.52	\$23.33	\$70.85
Operators (Heavy, Class 01 - See Notes)	5/1/2023		\$41.14	\$28.82	\$69.96
Operators (Heavy, Class 01 - See Notes)	5/1/2024		\$42.30	\$29.66	\$71.96
Operators (Heavy, Class 01 - See Notes)	5/1/2025		\$43.46	\$30.50	\$73.96
Operators (Heavy, Class 01 - See Notes)	5/1/2026		\$44.61	\$31.35	\$75.96
Operators (Heavy, Class 01A - See Notes)	5/1/2023		\$43.39	\$29.48	\$72.87
Operators (Heavy, Class 01A - See Notes)	5/1/2024		\$44.55	\$30.32	\$74.87

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

<b>Project: 23-07890 - Heavy/Highway</b>	<b>Effective Date</b>	<b>Expiration Date</b>	<b>Hourly Rate</b>	<b>Fringe Benefits</b>	<b>Total</b>
Operators (Heavy, Class 01A - See Notes)	5/1/2025		\$45.71	\$31.16	\$76.87
Operators (Heavy, Class 01A - See Notes)	5/1/2026		\$46.86	\$32.01	\$78.87
Operators (Heavy, Class 02 - See Notes)	5/1/2023		\$40.86	\$28.73	\$69.59
Operators (Heavy, Class 02 - See Notes)	5/1/2024		\$42.02	\$29.57	\$71.59
Operators (Heavy, Class 02 - See Notes)	5/1/2025		\$43.18	\$30.41	\$73.59
Operators (Heavy, Class 02 - See Notes)	5/1/2026		\$44.34	\$31.25	\$75.59
Operators (Heavy, Class 02A - See Notes)	5/1/2023		\$43.11	\$29.40	\$72.51
Operators (Heavy, Class 02A - See Notes)	5/1/2024		\$44.27	\$30.24	\$74.51
Operators (Heavy, Class 02A - See Notes)	5/1/2025		\$45.43	\$31.08	\$76.51
Operators (Heavy, Class 02A - See Notes)	5/1/2026		\$46.59	\$31.92	\$78.51
Operators (Heavy, Class 03 - See Notes)	5/1/2023		\$37.95	\$27.86	\$65.81
Operators (Heavy, Class 03 - See Notes)	5/1/2024		\$39.11	\$28.70	\$67.81
Operators (Heavy, Class 03 - See Notes)	5/1/2025		\$40.26	\$29.55	\$69.81
Operators (Heavy, Class 03 - See Notes)	5/1/2026		\$41.43	\$30.38	\$71.81
Operators (Heavy, Class 04 - See Notes)	5/1/2023		\$36.80	\$27.54	\$64.34
Operators (Heavy, Class 04 - See Notes)	5/1/2024		\$37.96	\$28.38	\$66.34
Operators (Heavy, Class 04 - See Notes)	5/1/2025		\$39.12	\$29.22	\$68.34
Operators (Heavy, Class 04 - See Notes)	5/1/2026		\$40.28	\$30.06	\$70.34
Operators (Heavy, Class 05 - See Notes)	5/1/2023		\$36.35	\$27.41	\$63.76
Operators (Heavy, Class 05 - See Notes)	5/1/2024		\$37.51	\$28.25	\$65.76
Operators (Heavy, Class 05 - See Notes)	5/1/2025		\$38.67	\$29.09	\$67.76
Operators (Heavy, Class 05 - See Notes)	5/1/2026		\$39.83	\$29.93	\$69.76
Operators (Heavy, Class 06 - See Notes)	5/1/2023		\$35.48	\$27.14	\$62.62
Operators (Heavy, Class 06 - See Notes)	5/1/2024		\$36.64	\$27.98	\$64.62
Operators (Heavy, Class 06 - See Notes)	5/1/2025		\$37.80	\$28.82	\$66.62
Operators (Heavy, Class 06 - See Notes)	5/1/2026		\$38.96	\$29.66	\$68.62
Operators (Heavy, Class 07A - See Notes)	5/1/2023		\$49.93	\$32.83	\$82.76
Operators (Heavy, Class 07A - See Notes)	5/1/2024		\$51.39	\$33.77	\$85.16
Operators (Heavy, Class 07A - See Notes)	5/1/2025		\$52.85	\$34.71	\$87.56
Operators (Heavy, Class 07A - See Notes)	5/1/2026		\$54.32	\$35.64	\$89.96
Operators (Heavy, Class 07B - See Notes)	5/1/2023		\$49.58	\$32.73	\$82.31
Operators (Heavy, Class 07B - See Notes)	5/1/2024		\$51.04	\$33.67	\$84.71
Operators (Heavy, Class 07B - See Notes)	5/1/2025		\$52.51	\$34.60	\$87.11
Operators (Heavy, Class 07B - See Notes)	5/1/2026		\$53.97	\$35.54	\$89.51
Operators (Highway, Class 01 - See Notes)	5/1/2023		\$40.25	\$28.55	\$68.80
Operators (Highway, Class 01 - See Notes)	5/1/2024		\$41.41	\$29.39	\$70.80
Operators (Highway, Class 01 - See Notes)	5/1/2025		\$42.56	\$30.24	\$72.80
Operators (Highway, Class 01 - See Notes)	5/1/2026		\$43.72	\$31.08	\$74.80
Operators (Highway, Class 01a - See Notes)	5/1/2023		\$42.50	\$29.23	\$71.73
Operators (Highway, Class 01a - See Notes)	5/1/2024		\$43.66	\$30.07	\$73.73
Operators (Highway, Class 01a - See Notes)	5/1/2025		\$44.81	\$30.92	\$75.73
Operators (Highway, Class 01a - See Notes)	5/1/2026		\$45.97	\$31.76	\$77.73
Operators (Highway, Class 02 - See Notes)	5/1/2023		\$39.08	\$28.20	\$67.28
Operators (Highway, Class 02 - See Notes)	5/1/2024		\$40.24	\$29.04	\$69.28

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

<b>Project: 23-07890 - Heavy/Highway</b>	<b>Effective Date</b>	<b>Expiration Date</b>	<b>Hourly Rate</b>	<b>Fringe Benefits</b>	<b>Total</b>
Operators (Highway, Class 02 - See Notes)	5/1/2025		\$41.39	\$29.89	\$71.28
Operators (Highway, Class 02 - See Notes)	5/1/2026		\$42.55	\$30.73	\$73.28
Operators (Highway, Class 03 - See Notes)	5/1/2023		\$38.39	\$27.99	\$66.38
Operators (Highway, Class 03 - See Notes)	5/1/2024		\$39.55	\$28.83	\$68.38
Operators (Highway, Class 03 - See Notes)	5/1/2025		\$40.70	\$29.68	\$70.38
Operators (Highway, Class 03 - See Notes)	5/1/2026		\$41.87	\$30.51	\$72.38
Operators (Highway, Class 04 - See Notes)	5/1/2023		\$37.94	\$27.86	\$65.80
Operators (Highway, Class 04 - See Notes)	5/1/2024		\$39.10	\$28.70	\$67.80
Operators (Highway, Class 04 - See Notes)	5/1/2025		\$40.26	\$29.54	\$69.80
Operators (Highway, Class 04 - See Notes)	5/1/2026		\$41.41	\$30.39	\$71.80
Operators (Highway, Class 05 - See Notes)	5/1/2023		\$37.42	\$27.72	\$65.14
Operators (Highway, Class 05 - See Notes)	5/1/2024		\$38.58	\$28.56	\$67.14
Operators (Highway, Class 05 - See Notes)	5/1/2025		\$39.73	\$29.41	\$69.14
Operators (Highway, Class 05 - See Notes)	5/1/2026		\$40.89	\$30.25	\$71.14
Operators (Highway, Class 06 - See Notes)	5/1/2023		\$40.48	\$28.62	\$69.10
Operators (Highway, Class 06 - See Notes)	5/1/2024		\$41.64	\$29.46	\$71.10
Operators (Highway, Class 06 - See Notes)	5/1/2025		\$42.80	\$30.30	\$73.10
Operators (Highway, Class 06 - See Notes)	5/1/2026		\$43.95	\$31.15	\$75.10
Operators (Highway, Class 06/A - See Notes)	5/1/2023		\$42.73	\$29.28	\$72.01
Operators (Highway, Class 06/A - See Notes)	5/1/2024		\$43.89	\$30.12	\$74.01
Operators (Highway, Class 06/A - See Notes)	5/1/2025		\$45.05	\$30.96	\$76.01
Operators (Highway, Class 06/A - See Notes)	5/1/2026		\$46.21	\$31.80	\$78.01
Operators (Highway, Class 07/A - See Notes)	5/1/2023		\$48.86	\$32.51	\$81.37
Operators (Highway, Class 07/A - See Notes)	5/1/2024		\$50.32	\$33.45	\$83.77
Operators (Highway, Class 07/A - See Notes)	5/1/2025		\$51.79	\$34.38	\$86.17
Operators (Highway, Class 07/A - See Notes)	5/1/2026		\$53.25	\$35.32	\$88.57
Operators (Highway, Class 07/B - See Notes)	5/1/2023		\$47.44	\$32.10	\$79.54
Operators (Highway, Class 07/B - See Notes)	5/1/2024		\$48.91	\$33.03	\$81.94
Operators (Highway, Class 07/B - See Notes)	5/1/2025		\$50.37	\$33.97	\$84.34
Operators (Highway, Class 07/B - See Notes)	5/1/2026		\$51.84	\$34.90	\$86.74
Painters Class 2 (see notes)	5/1/2020		\$31.53	\$20.71	\$52.24
Painters Class 3 (see notes)	5/1/2020		\$37.63	\$20.71	\$58.34
Pile Driver Divers (Building, Heavy, Highway)	1/1/2022		\$56.40	\$20.50	\$76.90
Piledrivers	5/1/2023		\$35.32	\$19.09	\$54.41
Piledrivers	5/1/2024		\$36.12	\$19.79	\$55.91
Piledrivers	5/1/2025		\$36.87	\$20.49	\$57.36
Piledrivers	5/1/2026		\$37.63	\$21.18	\$58.81
Steamfitters (Heavy and Highway - Gas Distribution)	5/1/2022		\$48.43	\$40.28	\$88.71
Steamfitters (Heavy and Highway - Gas Distribution)	5/1/2023		\$50.53	\$41.68	\$92.21
Truckdriver class 1(see notes)	5/1/2021		\$37.72	\$0.00	\$37.72
Truckdriver class 2 (see notes)	5/1/2021		\$37.79	\$0.00	\$37.79
Truckdriver class 3 (see notes)	5/1/2021		\$38.28	\$0.00	\$38.28



# WEEKLY PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS

Contractor or 
  Subcontractor (Please check one)
 **ALL INFORMATION MUST BE COMPLETED**

CONTRACTOR ADDRESS		SUBCONTRACTOR ADDRESS		BUREAU OF LABOR LAW COMPLIANCE PREVAILING WAGE DIVISION 7TH & FORSTER STREETS HARRISBURG, PA 17120 1-800-932-0665						
PAYROLL NUMBER	WEEK ENDING DATE	PROJECT AND LOCATION		PROJECT SERIAL #		PROJECT #				
EMPLOYEE NAME	APPR. RATE (%)	WORK CLASSIFICATION	DAY AND DATE		S-TIME 0-TIME	BASE HOURLY RATE	TOTAL FRINGE BENEFITS (C=Cash) (FB=Contributions)*	TOTAL DEDUCTIONS	GROSS PAY FOR PREVAILING RATE JOB(S)	CHECK #
			HOURS WORKED EACH DAY							
							C: FB:			
							C: FB:			
							C: FB:			
							C: FB:			
							C: FB:			
							C: FB:			

\*SEE REVERSE SIDE PAGE NUMBER \_\_\_\_\_ OF \_\_\_\_\_

**THE NOTARIZATION MUST BE COMPLETED ON FIRST AND LAST SUBMISSIONS ONLY. ALL OTHER INFORMATION MUST BE COMPLETED WEEKLY.**

\*FRINGE BENEFITS EXPLANATION (FB): Bona fide benefits contribution, except those required by Federal or State Law (unemployment tax, workers' compensation, income taxes, etc.)

Please specify the type of benefits provided and contributions per hour:

- 1) Medical or hospital care \_\_\_\_\_
- 2) Pension or retirement \_\_\_\_\_
- 3) Life insurance \_\_\_\_\_
- 4) Disability \_\_\_\_\_
- 5) Vacation, holiday \_\_\_\_\_
- 6) Other (please specify) \_\_\_\_\_

**CERTIFIED STATEMENT OF COMPLIANCE**

1. The undersigned, having executed a contract with \_\_\_\_\_  
(AWARDING AGENCY, CONTRACTOR OR SUBCONTRACTOR)

\_\_\_\_\_ for the construction of the above-identified project, acknowledges that:

- (a) The prevailing wage requirements and the predetermined rates are included in the aforesaid contract.
- (b) Correction of any infractions of the aforesaid conditions is the contractor's or subcontractor's responsibility.
- (c) It is the contractor's responsibility to include the Prevailing Wage requirements and the predetermined rates in any subcontract or lower tier subcontract for this project.

2. The undersigned certifies that:

- (a) Neither he nor his firm, nor any firm, corporation or partnership in which he or his firm has an interest is debarred by the Secretary of Labor and Industry pursuant to Section 11(e) of the PA Prevailing Wage Act, Act of August 15, 1961, P.L. 987 as amended, 43 P.S. § 165-11(e).
- (b) No part of this contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation or partnership in which such subcontractor has an interest is debarred pursuant to the aforementioned statute.

3. The undersigned certifies that:

(a) the legal name and the business address of the contractor or subcontractor are: \_\_\_\_\_  
 \_\_\_\_\_

(b) The undersigned is:  a single proprietorship  a corporation organized in the state of \_\_\_\_\_  
 a partnership  other organization (describe) \_\_\_\_\_

(c) The name, title and address of the owner, partners or officers of the contractor/subcontractor are:

NAME	TITLE	ADDRESS

The willful falsification of any of the above statements may subject the contractor to civil or criminal prosecution, provided in the PA Prevailing Wage Act of August 15, 1961, P.L. 987, as amended, August 9, 1963, 43 P.S. § 165.1 through 165.17.

\_\_\_\_\_  
 (DATE)

\_\_\_\_\_  
 (SIGNATURE)

\_\_\_\_\_  
 (TITLE)

\_\_\_\_\_  
 SEAL

Taken, sworn and subscribed before me this \_\_\_\_\_ Day  
 of \_\_\_\_\_ A.D., \_\_\_\_\_



# IT'S THE LAW!

Under the **PREVAILING WAGE ACT**, the Pennsylvania Department of Labor & Industry has established the prevailing minimum wages that must be paid by the contractors on this project.

The prevailing hourly rate and job classification of all workers on this project are listed in an official Department of Labor & Industry Prevailing Wage predetermination document.

The law requires contractors to have a copy of the predetermination document available at this work site and to allow you to see the rates established for your classification.

If you have problems gaining access to the document or the published rates, call toll-free:

**1-800-932-0655**

**THIS POSTER TO BE DISPLAYED ON WORK SITE**



*Auxiliary aids and services are available upon request to individuals with disabilities.  
Equal Opportunity Employer/Program*

**DISADVANTAGED BUSINESS**  
**SOLICITATION INFORMATION**

***SOLICITATION OF DISADVANTAGED BUSINESS ENTERPRISES***  
**BIDDER INSTRUCTIONS**

This Project is funded in whole all or in part with state and/or federal funds. In accordance with those rules and regulations, municipalities must uphold the conditions of Minority/Women Business Enterprise (MBE/WBE) and Section 3 Covered Assistance Plans. The objective of the plans is to facilitate the strengthening and expansion of MBE/WBE and Section 3 businesses.

The goals for this project are MBE 5% and WBE 3%; the Section 3 goal is 10%. The successful bidder will be required to submit evidence of efforts to meet these goals either through his/her own employment practices or through the use of MBE/WBE and Section 3 subcontractors and vendors. Failure to comply may result in the bidder being determined not responsive.

In preparation of your bid, you are expected to contact MBE/WBE firms. These firms can be found listed on the Department of General Services websites:

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

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

The counties that we are required to search are Wayne, Pike, Monroe, Lackawanna and Susquehanna. You may also contact other MBE/WBE firms of which you are aware.

Any interested contractor and/or supplier is required to check the DGS website and refer back for each bid submitted. As part of your bid, you are expected to complete and submit the Bidder Projection of Minority/ Women /Section 3 Business Utilization form. This process is required and no exceptions will be made. This form will be used during bid review to ascertain your level of MBE/WBE and Section 3 utilization. Your efforts and success in utilizing these firms will be one of the tests of bidder responsibility. Failure to meet this Project's MBE/WBE and Section 3 goals does not automatically disqualify your bid.

Finally, at the completion of the Project and before final payment, you will be required to furnish a completed Minority/Women/Section 3 Business Enterprise Utilization Report along with Minority/Women/Section 3 Certification form.

## **PARTICIPATION REQUIREMENTS PER PIKE COUNTY'S MBE/WBE PLAN**

- I. Participation Level
  - A. Pike County has established minimum participation levels (MPLs) for Minority and Women Business Enterprise (MBE/WBE) for each project in each bid category to be used solely as a guide in determining bidder responsibility. The MPLs for MBEs is five (5%) and three (3%) percent for WBEs for this contract.
  - B. These MPLs serve exclusively as a threshold in determining bidder responsibility. A bidder will not be rejected as not responsible solely because it fails to reach the MPLs. To determine the participation level which has been reached, a bidder may divide the total dollar amount of the commitments by the total dollar amount of the bidder's bid.
  - C. A firm which is both an MBE and WBE will only receive credit toward MPLs as either an MBE or WBE, but not both. Bidders must indicate on Form DCED-CCD-286, MBE/WBE Contract/Solicitation and Commitment Statement whether the firm is begin listed as either an MBE or a WBE.
  - D. An MBE/WBE firm who is the prime bidder on a project will receive no MPL credit for its own work effort for services provided. MBE/WBE bidding as prime proposer must solicit other certified MBEs/WBEs participation for material and/or supplies.
  - E. MBE/WBE subcontractors must perform at least seventy-five percent (75%) of the cost of the subcontract, not including the cost of materials, with own employees.
- II. Responsiveness
  - A. Bidders must complete and submit Form MBE/WBE Contract/Solicitation and Commitment Statement with the bid. Failure to submit this form with the bid, may result in the bid begin rejected as non-responsive.
  - B. A bidder should only solicit MBE/WBE subcontractors, vendors, manufacturers, or suppliers whose services, material, or suppliers are within the scope of work and which the bidder reasonably believes it will choose to subcontract with or purchase from.
  - C. Bidders failing to meet the minimum levels of participation must submit concurrently with the bid, an explanation of why the MPLs have not been met. This explanation must demonstrate that the bidder has not engaged in discriminatory practices in solicitation and utilization of MBEs/WBEs to perform as subcontractors or suppliers of goods and services related to the performance of the contract. The evidence submitted by the bidder must demonstrate the following:

1. Indicate whether MBEs/WBEs were solicited for each type of work the bidder expects to subcontract for and for all materials which the bidder expects to procure and, if not, the reason(s) why no such solicitation was made;
  2. Indicate the reason why an MBE/WBE has not been committed to for a type of subcontract work or materials in any area where a quote was received from a MBE/WBE, and;
  3. In any case where no quotations are received nor commitments made to MBE or WBE firms, indicate on Form MBE/WBE Contract/Solicitation and Commitment Statement that no quotes were received, and if there is another reason for no commitments being made, the reason for the lack of commitments.
- D. If the bidder fails to submit evidence, the bid submission shall be considered non-responsive and the bid rejected.
- E. Information related to the above may be submitted on Form MBE/WBE Contract/Solicitation and Commitment Statement or on additional paper.

### III. Responsibility

- A. The submittals of each bidder are subject to review to determine whether the bidder has discriminated in the selection of manufacturers, subcontractors and suppliers. If a bidder has met the MPLs for MBE/WBE participation, the bidder will be presumed not to have discriminated in their selections.

Where the MPLs are not met, Pike County will determine whether discrimination has occurred. If, after investigation including a review of Form MBE/WBE Contract/Solicitation and Commitment Statement, it is found that discrimination has occurred, the reviewed bidder shall thereby be deemed to be not responsible and the bid will be rejected.

- A. Documentation submitted by the bidder should meet the following standard for review:
1. The bidder whose actions resulted in a limited or no commitment to MBEs/ WBEs was not motivated by consideration of race or gender;
  2. MBEs/WBEs were not treated less favorably than other businesses in the contract solicitation and commitment process.
  3. Solicitation and commitment decisions were not based upon policies which disparately affect MBEs/WBEs.
- B. Commitments to MBE and WBE firms made at the time of bidding must be maintained throughout the term of the contract, unless a change in commitment to these firms is pre-approved by Pike County or the administering agency performing the evaluation of the invitation for Bid.

IV. Access to Information

- A. Pike County may obtain documents and information from any bidder, contractor, subcontractor, supplier, or manufacturer that may be required in order to ascertain bidder or contractor responsibility. Failure to provide requested information may result in the contractor being declared not responsible.



## **PROCEDURES - CONTRACTOR COMPLIANCE PROCESS**

- I. Contract Provisions
  - A. The following provisions will be included in construction contracts and/or in professional service contracts:
- II. Construction Contracts
  - A. The prime contractor must provide Pike County with a report of MBE/WBE subcontracting activity on a quarterly or per project basis, whichever is sooner. The report shall reflect the names of and the total dollar amount paid to all MBE/WBE Subcontractors (including suppliers) utilized under this contract.
  - B. MBE/WBE Subcontractors must provide Pike County with a report reflecting the prime contractors who have purchased their services and/or supplies on a quarterly basis. The report shall reflect the name of the prime contractor and the total dollar amount invoiced and total dollar amount received for payment.
- III. Grantee Compliance procedures
  - A. The prime contractor will be informed by Pike County of their quarterly or per project reporting requirements. In addition, all MBE/WBE subcontractors are to be informed of their reporting requirements by the Prime Contractor.
  - B. Pike County will review all reports received from the prime contractor and all contractors to determine if the commitments made by the prime contractor in his/her bid are being met. If reports are submitted on a per project basis, this review is to be done prior to final payment being made to the contractor and/or subcontractor.
- IV. Records and Reports
  - A. The contractor will keep such records as are necessary to determine compliance with its minority and women business enterprise commitments. These records must be in sufficient detail to indicate the number of minority and women businesses, the contract work performed, and the percentage of minority and women businesses performing work. Additionally, the contractor is required to maintain an open file for a specified period, during which time the contract compliance person may make periodic reviews of records pertaining to relevant contracts.
  - B. Pike County will review all forms received from the prime contractor and all subcontractors to determine if the commitments made by the prime contractor in his/her bid are being met. Forms will be reviewed prior to final payment and NO final payments will be made without all required forms being received by Pike County.

**MINORITY/WOMEN/SECTION 3 BUSINESS CERTIFICATION**

As principal owner of \_\_\_\_\_  
(MBE/WBE or Section 3 Firm Name)

I certify that this firm is a bona fide Minority/Women Business Enterprise and/or Section 3 owned business.

I further certify that this firm was subcontracted by \_\_\_\_\_  
for Work on the \_\_\_\_\_ Project in the amount  
of \$\_\_\_\_\_.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature/Title

**CONTRACTOR'S CERTIFICATION OF COMPLIANCE - SECTION 3**

CERTIFICATION OF COMPLIANCE WITH REGULATIONS TO SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 AS REQUIRED FOR PARTICIPATION IN THE SMALL COMMUNITIES PROGRAM, PURSUANT TO THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974, P.L. 93-383, AS AMENDED.

**PURPOSE, AUTHORITY AND RESPONSIBILITY**

Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (hereinafter Section 3) requires that to the greatest extent feasible, opportunities for training and employment in a Section 3 covered Project be given to lower income residents of the Project area, and that 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.

\_\_\_\_\_, (hereinafter called the  
CONTRACTOR) upon being awarded a contract for \_\_\_\_\_

in the area of Section 3, the OWNER to the extent feasible, will make a good faith effort to utilize the services of businesses located in or substantially owned by persons who live within the Project boundaries.

To complete the Project, it is also estimated that the CONTRACTOR may be subcontracting for supplies and services for which certain business concerns eligible under Section 3 could provide. In order to comply with the regulations for utilization of businesses under Section 3, the CONTRACTOR shall adopt an Affirmative Action Plan.

\_\_\_\_\_  
Signature / CONTRACTOR

**SUBCONTRACTOR'S CERTIFICATION OF COMPLIANCE - SECTION 3**

CERTIFICATION OF COMPLIANCE WITH REGULATIONS TO SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 AS REQUIRED FOR PARTICIPATION IN THE SMALL COMMUNITIES PROGRAM, PURSUANT TO THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974, P.L. 93-383, AS AMENDED.

PURPOSE, AUTHORITY AND RESPONSIBILITY

Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (hereinafter Section 3) requires that to the greatest extent feasible, opportunities for training and employment in a Section 3 covered Project be given to lower income residents of the Project area, and that 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.

\_\_\_\_\_, (hereinafter called the SUBCONTRACTOR) upon being awarded a contract for \_\_\_\_\_ in the area of Section 3, the OWNER to the extent feasible, will make a good faith effort to utilize the services of businesses located in or substantially owned by persons who live within the Project boundaries.

To complete the Project, it is also estimated that the SUBCONTRACTOR may be subcontracting for supplies and services for which certain business concerns eligible under Section 3 could provide. In order to comply with the regulations for utilization of businesses under Section 3, the SUBCONTRACTOR shall adopt an Affirmative Action Plan.

\_\_\_\_\_  
Signature / SUBCONTRACTOR

**CONTRACTOR'S AFFIRMATIVE ACTION PLAN FOR BUSINESS UTILIZATION SECTION 3**

- A. The CONTRACTOR shall utilize, to the maximum extent feasible, eligible Section 3 business concerns located in Pike County in connection with the completion of the Contract. Eligible Section 3 businesses are those which qualify as "small" under the Small Business Administration's size standards, and which are socially or economically disadvantaged.
- B. Pike County has established a goal of 10% of the total subcontract amount which he/she expects to award to eligible Section 3 business concerns. The CONTRACTOR's Business Utilization Table sets forth the classification of subcontracts, the estimate of each contract dollar amount, whether a Section 3 business is intended to be utilized, and the dollar amount of proposed subcontracts to Section 3 businesses.
- C. To achieve the goal specified in paragraph "B", the CONTRACTOR shall:
  - 1. Make full use of minority business listings made available by the Small Business Administration and the Pennsylvania Department of General Services.
  - 2. Take steps to ensure that subcontracts which are typically let on a bid rather than a negotiated basis are also let on a negotiated basis, whenever feasible.
  - 3. Where competitive bids are solicited, include as part of the bid documents the CONTRACTOR's goal for Section 3 as it relates to the Work for which the bids are being solicited, and require each bidder to submit their utilization Goals and Affirmative Action Plan for achieving Section 3 Business Utilization.
  - 4. Insert the Section 3 contract language required by 24 CFR 135.20(b) in all subcontracts; and require that a Section 3 Certification of Compliance, similar to the Contractor's Certification of Compliance and

Affirmative Action Plan for Business Utilization be executed by the CONTRACTOR.

- D. The CONTRACTOR will report to Pike County on a per project basis, the results of the affirmative efforts undertaken per paragraphs A, B, and C above, including the efforts of its subcontractors.

\_\_\_\_\_  
Signature/ CONTRACTOR

\_\_\_\_\_  
Date



**SUBCONTRACTOR'S AFFIRMATIVE ACTION PLAN FOR BUSINESS UTILIZATION SECTION 3**

The SUBCONTRACTOR shall utilize, to the maximum extent feasible, eligible Section 3 business concerns located in Pike County in connection with the completion of the contract. Eligible Section 3 businesses are those which qualify as "small" under the Small Business Administration's size standards, and which are socially or economically disadvantaged.

The OWNER has established a goal of 10% of the total subcontract amount which he/she expects to award to eligible Section 3 business concerns. The SUBCONTRACTOR's Business Utilization Table sets forth the classification of subcontracts, the estimate of each contract dollar amount, whether a Section 3 business is intended to be utilized, and the dollar amount of proposed subcontracts to Section 3 businesses.

To achieve the goal specified in paragraph "B", the Subcontractor shall:

Make full use of minority business listings made available by the Small Business Administration and the Pennsylvania Department of General Services.

Take steps to ensure that subcontracts which are typically let on a bid rather than a negotiated basis are also let on a negotiated basis, whenever feasible.

Where competitive bids are solicited, include as part of the bid documents the subcontractor's goal for Section 3 as it relates to the Work for which the bids are being solicited and require each bidder to submit their utilization Goals and Affirmative Action Plan for achieving Section 3 Business Utilization.

Insert the Section 3 contract language required by 24 CFR 135.20(b) in all subcontracts; and require that a Section 3 Certification of Compliance, similar to the Subcontractor's Certification of Compliance, and Affirmative Action Plan for Business Utilization, be executed by the subcontractor.

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Signature/ SUBCONTRACTOR

---

Date





**MINORITY & WOMEN'S BUSINESS ENTERPRISE  
 PRIME CONTRACTOR'S QUARTERLY UTILIZATION REPORT**

(This form should be returned within 10 working days at the end of each quarter.)

<b>PRIME CONTRACTOR'S FIRM NAME</b>		<b>REPORTING PERIOD</b>						
<b>ADDRESS</b>		<b>CONTRACT NUMBER</b>						
<b>TELEPHONE</b>								
<b>CONTACT PERSON</b>		<b>DATE RECEIVED (Office use Only)</b>						
List State certified minority and/or women-owned businesses whose services and/or supplies you have purchased in reference to this contract.								
COMPANY NAME	ADDRESS	TELEPHONE NUMBER	MBE (X)	WBE (X)	TRANSACTION		DATE PAID	MBE/WBE ACTUAL DOLLARS*
					SUB CONTRACT (X)	SUPPLIES (X)		
<b>Prepared By:</b>	<b>Title:</b>	<b>Phone No:</b>	<b>E-Mail Address:</b>					

\* PLEASE AFFIX COPIES OF MBE & WBE INVOICES TO YOUR COMPANY ALONG WITH COPIES OF YOUR COMPANY'S CANCELED CHECKS REFLECTING PAYMENT OF THE MBE AND WBE INVOICES.

Commonwealth of Pennsylvania  
 DEPARTMENT OF COMMUNITY & ECONOMIC DEV.  
 DCED-CCD-MWBE-02 (9-08)

(PLEASE PRINT)

**MINORITY AND WOMEN'S BUSINESS ENTERPRISE  
 SUBCONTRACTOR'S QUARTERLY UTILIZATION REPORT**

(This form should be returned within 10 working days at the end of each quarter.)

<b>SUBCONTRACTOR'S FIRM NAME</b>		<b>REPORTING PERIOD</b>					
<b>ADDRESS</b>		<b>CONTRACT NUMBER</b>					
<b>TELEPHONE</b>							
<b>CONTACT PERSON</b>		<b>DATE RECEIVED (Office use Only)</b>					
List the prime contractors who have purchased your services and/or supplies in reference to this contract.							
<b>COMPANY NAME</b>	<b>ADDRESS</b>	<b>TELEPHONE NUMBER</b>	<b>DATE SERVICES/SUPPLIES PROVIDED</b>	<b>DATE INVOICE SENT</b>	<b>AMOUNT INVOICED</b>	<b>DATE INVOICE PAID</b>	<b>AMOUNT PAID</b>
<b>PREPARED BY:</b>	<b>TITLE:</b>	<b>PHONE NO:</b>	<b>E-MAIL ADDRESS:</b>				

\* PLEASE AFFIX COPIES OF YOUR COMPANY'S INVOICES TO THE PRIME CONTRACTOR.

# **TECHNICAL SPECIFICATIONS**



**SECTION 07310**

**ASPHALT SHINGLE ROOFING**

**Delaware Run  
603 Avenue H  
Matamoras, PA 18336**

**PREPARED BY:**

**GAF Design Services**

PROJECT NO.: PD-00022411

*Note: GAF does not practice architecture or engineering. This document is provided as a guide specification and is based on criteria provided to GAF. GAF has not observed the jobsite conditions, contract specifications, or other documents and shall not be construed in any manner to be the designer of record.*

# **GAF ASPHALT SHINGLE GUIDE SPECIFICATION**

## **PART I GENERAL**

### **1.01 SECTION INCLUDES**

- A. Asphalt roofing shingles.
- B. Leak barrier and roof deck protection.
- C. Metal flashing associated with shingle roofing.
- D. Attic ventilation.

### **1.02 RELATED SECTIONS**

- A. Section 06100 - Rough Carpentry: Framing, wood decking, and roof sheathing.
- B. Section 07620 - Flashing and Sheet Metal: Sheet metal flashing not associated with shingle roofing; gutters and downspouts.

### **1.03 REFERENCES**

- 1. American Society for Testing and Materials (ASTM) - Annual Book of ASTM Standards
- 2. ASTM A 653/A 653M - Standard Specification for Steel Sheet, Zinc Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.
- 3. ASTM B 209 - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate.
- 4. ASTM B 370 - Standard Specification for Copper Sheet and Strip for Building Construction.
- 5. ASTM D 3018 - Standard Specification for Class A Asphalt Shingles Surfaced with Mineral Granules.
- 6. ASTM D 3161 - Standard Test Method for Wind-Resistance of Asphalt Shingles (Fan-Induced Method).
- 7. ASTM D 3462 – Standard Specification for Asphalt Shingles Made From Glass Felt and Surfaced with Mineral Granules.
- 8. ASTM D 4586 - Standard Specification for Asphalt Roof Cement, Asbestos-Free.
- 9. ASTM D 7158 - Standard Test Method for Wind-Resistance of Sealed Asphalt Shingles (Uplift Force/Uplift Resistance Method).
- B. Underwriters Laboratories (UL) - Roofing Systems and Materials Guide (TFWZ.R21)
  - 1. UL 790 - Tests for Fire Resistance of Roof Covering Materials.
  - 2. UL 997 - Wind Resistance of Prepared Roof Covering Materials.
- C. Asphalt Roofing Manufacturers Association (ARMA)
- D. Sheet Metal and Air Conditioning Contractors National Association, 1nc. (SMACNA) - Architectural Sheet Metal Manual.
- E. National Roofing Contractors Association (NRCA)

### **1.04 DEFINITIONS**

- A. Roofing Terminology: Refer to ASTM D1079 and the glossary of the National Roofing Contractors Association (NRCA) Roofing and Waterproofing Manual for definitions of roofing terms related to this section.

## **GAF ASPHALT SHINGLE GUIDE SPECIFICATION**

### 1.05 SUBMITTALS

- A. Submit copies of GAF product data sheets, detail drawings and samples for each type of roofing product.

### 1.06 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Provide all primary roofing products, including shingles, underlayment, leak barrier, and ventilation, by a single manufacturer.
- B. Installer Qualifications: Installer must be approved for installation of all roofing products to be installed under this section.

### 1.07 REGULATORY REQUIREMENTS

- A. Provide a roofing system achieving an Underwriters Laboratories (UL) Class A fire classification.
- B. Install all roofing products in accordance with all federal, state and local building codes.
- C. All work shall be performed in a manner consistent with current OSHA guidelines.

### 1.08 PRE-INSTALLATION MEETING

- A. General: For all projects in excess of 250 squares of roofing, a pre-installation meeting is strongly recommended.
- B. Timing: The meeting shall take place at the start of the roofing installation, no more than 2 weeks into the roofing project.
- C. Attendees: Meeting to be called for by manufacturer's certified contractor. Meeting's mandatory attendees shall include the certified contractor and the manufacturer's representative. Non-mandatory attendees shall include the owner's representative and Pike County's representative.
- D. Topics: Certified contractor and manufacturer's representative shall review all pertinent requirements for the project, including but not limited to, scheduling, weather considerations, project duration, and requirements for the specified warranty.

### 1.09 DELIVERY, STORAGE, AND HANDLING

- A. Store all products in manufacturer's unopened, labeled packaging until they are ready for installation.
- B. Store products in a covered, ventilated area, at temperature not more than 110 degrees F (43 degrees C); do not store near steam pipes, radiators, or in direct sunlight.
- C. Store bundles on a flat surface. Maximum stacking height shall not exceed GAF's recommendations. Store all rolls on end.
- D. Store and dispose of solvent-based materials in accordance with all federal, state and local regulations.

### 1.10 WEATHER CONDITIONS

- A. Proceed with work only when existing and forecasted weather conditions will permit work to be performed in accordance with GAF's recommendations

### 1.11 WARRANTY

- A. Base Bid: Provide to the owner a GAF Standard Shingle & Accessory Limited Warranty.
- B. Alternate #1: Provide to the owner a GAF Silver Pledge Limited Warranty.
  - 1. Eligibility requirements: Roofs installed by a GAF Certified Roofing Contractor only. Requires at least 4 qualifying accessory products in addition to GAF shingles.
  - 2. Manufacturing defects:

## **GAF ASPHALT SHINGLE GUIDE SPECIFICATION**

- a Commercial or Multi-Residential Building:
  - 1. GAF Designer, LayerLock-labeled, and Timberline® Roofing Shingles: 40 years with a 20-year Smart Choice® Protection Period (non-prorated). *GAF Accessories installed with lifetime shingles are also covered with a 40-year limited warranty with a 20-year Smart Choice® Protection Period (non-prorated).*
- 3. Workmanship (Commercial or Multi-Residential):
  - a Twenty (20) years for GAF Timberline®, LayerLock-labeled Shingles and Designer Shingles
- 4. Wind Warranty Coverage:
  - a LayerLock-labeled Shingles:
    - 1. WindProven™ Limited Wind Warranty – 15-year limited warranty with no maximum wind speed. Requires installation of **4** nails per shingle.
- 5. Algae Warranty Coverage:
  - a StainGuard Plus™ labeled Shingles:
    - 1. 25 year limited warranty with 15-year Smart Choice® Protection Period (non-prorated) *when used with StainGuard Plus™ labeled ridge cap shingles.*
    - 2. 25 year limited warranty with 10-year Smart Choice® Protection Period (non-prorated) for all other installations.
  - b StainGuard® labeled Shingles:
    - 1. 10 year limited warranty with 1-year Smart Choice® Protection Period (non-prorated).

### **PART II PRODUCTS**

#### **2.01 MANUFACTURERS**

- A. Acceptable Manufacturer: GAF, 1 Campus Drive, Parsippany NJ 07054. Tel: 877-423-7663. Other manufacturer's offering an equivalent product will also be acceptable.

#### **2.02 SHINGLES**

- A. Self sealing, granule surfaced, asphalt shingle with a strong fiberglass reinforced Micro Weave® core and StainGuard® protection, which prevents pronounced discoloration from blue-green algae through formulation/unique blends of granules. Architectural laminate styling provides a wood shake appearance with a 5 5/8 inch exposure. New StrikeZone™ Nailing Area with proprietary LayerLock™ Technology provides up to 30% faster nailing and up to 600% larger nailing target. Features GAF's patented High Definition® color blends and enhanced shadow effect. UL 790 Class A rated with UL 997 Wind Resistance Label; ASTM D 7158; ASTM D 3161, Class F; ASTM D 3018, Type 1; ASTM D 3462; AC438; CSA A123.5; Dade County Approved, Florida Building Code Approved, Texas Dept of Insurance Approved, ICC Report Approval ESR-1475 and ESR-3267.  
**Timberline® HDZ™** Lifetime High Definition Shingles, by GAF.

#### **2.03 HIP AND RIDGE SHINGLES**

- A. Distinctive self sealing hip and ridge cap shingle complementing the color of selected roof shingle. Each bundle covers approx. 25 lineal feet (7.62mm) with a 6 2/3 inch (169mm) exposure. **Seal-A-Ridge®** Ridge Cap Shingles by GAF.

## **GAF ASPHALT SHINGLE GUIDE SPECIFICATION**

### 2.04 STARTER STRIP

- A. Self sealing starter shingle designed for all roof shingles. Each bundle covers approx. 120 lineal feet (36.58m). **ProStart™ Starter Strip** by GAF.

### 2.05 LEAK BARRIER

- A. Self-adhering, self sealing, bituminous leak barrier surfaced with fine, skid-resistant granules. Approved by UL, Dade County, ICC, State of Florida and Texas Department of Insurance. Each roll contains approx. 150 sq ft (13.9 sq.m.), 36" X 50' (0.9m x 20.3m) or 200 sq ft (18.6 sq.m.), 36" X 66.7' (0.9m x 20.3m). **WeatherWatch® Leak Barrier**, by GAF.

### 2.06 SHINGLE UNDERLAYMENT

- A. Superior quality, water repellant, non-asphaltic underlayment. UV stabilized polypropylene construction. Meets or exceeds ASTM D226 and D4869. Each roll contains approximately 10 squares (1003 sq. ft.) of material and is 54" x 223'. **TigerPaw™ Roof Deck Protection**, by GAF.

### 2.07 ROOFING CEMENT

- A. Asphalt Plastic Roofing Cement meeting the requirements of ASTM D 4586, Type I or II.
- B. Roof Cement: ASTM D 4586, **Matrix™ 203 Plastic Roof Cement**.
- C. Roof Cement: ASTM D 4586. **Matrix™ 204 Wet/Dry Roof Cement**.

### 2.08 ATTIC VENTILATION

#### A. Ridge Vents

1. Rigid plastic ridge ventilator designed to allow the passage of hot air from attics while prohibiting snow infiltration. For use in conjunction with eave/ soffit intake ventilation products. Provides 18.0 sq inches (11613 sq.mm/m) NFVA per lineal foot. Each package contains 40 lineal feet (12.19m) of vent. **Cobra® Snow Country™ Ridge Vent** (includes 3" (76mm) galvanized ring shank nails), by GAF.

### 2.09 NAILS

- A. Standard round wire, zinc-coated steel or aluminum; 10 to 12 gauge, smooth, barbed or deformed shank, with heads 3/8 inch (9mm) to 7/16 inch (11mm) in diameter. Length must be sufficient to penetrate into solid wood at least 3/4 inch (19mm) or through plywood or oriented strand board by at least 1/8 inch (3.18mm).

### 2.10 METAL FLASHING

- A. .26 gauge hot-dip galvanized steel sheet, complying with ASTM A 653/A 653M, G90/Z275.
- B. 16-oz/sq ft (0.56mm) copper sheet, complying with ASTM B 370.
- C. 0.032-inch (0.8mm) aluminum sheet, complying with ASTM B 209.

## PART III EXECUTION

### 3.01 EXAMINATION

- A. Do not begin installation until the roof deck has been properly prepared.
- B. If roof deck preparation is the responsibility of another installer, notify the architect or building owner of unsatisfactory preparation before proceeding.

### 3.02 PREPARATION – TEAR OFF

- A. Remove all existing roofing down to the roof deck.



## **GAF ASPHALT SHINGLE GUIDE SPECIFICATION**

- B. Verify that the deck is dry, sound, clean and smooth. It shall be free of any depressions, waves, and projections. Cover with sheet metal, all holes over 1 inch (25mm) in diameter, cracks over 1/2 inch (12mm) in width, loose knots and excessively resinous areas.
- C. Replace damaged deck with new materials.
- D. Clean deck surfaces thoroughly prior to installation of eaves protection membrane and underlayment.

### **3.03 INSTALLATION OF UNDERLAYMENTS**

#### **A. General:**

1. Install using methods recommended by manufacturer, in accordance with local building codes. When local codes and application instructions are in conflict, the more stringent requirements shall take precedence.

#### **B. Eaves:**

1. Install eaves edge metal flashing tight with fascia boards; lap joints 2 inches (51mm) and seal with plastic cement or high quality urethane sealant; nail at the top of the flange.
2. In the north, and on all roofs between 2/12 and 4/12 (low slopes) install GAF leak barrier up the slope from eaves edge a full 36 inches (914mm) or to at least 24 inches (610 mm) beyond the interior "warm wall". Lap ends 6 inches (152mm) and bond.

#### **C. Valleys:**

1. Install eaves protection membrane at least 36 (914mm) inches wide and centered on the valley. Lap ends 6 inches (152mm) and seal.
2. (For Open Valley Only) Where valleys are indicated to be "open valleys", install metal flashing over GAF leak barrier before GAF roof deck protection is installed; DO NOT nail through the flashing. Secure the flashing by nailing at 18 inches (457 mm) on center just beyond edge of flashing so that nail heads hold down the edge.

#### **D. Hips and Ridges:**

1. Install GAF leak barrier along entire lengths. If ridge vents are to be installed, position the GAF leak barrier so that the ridge slots will not be covered.

#### **E. Roof Deck:**

1. Install one layer of GAF roof deck protection over the entire area not protected by GAF leak barrier at the eaves or valley. Install sheets horizontally so water sheds and nail in place.
2. On roofs sloped at 4:12 or greater, lap horizontal edges at least 2 inches (51mm) and at least 2 inches (51mm) over eaves protection membrane.
3. On roofs sloped between 2:12 to less than 4:12, lap horizontal edges at least 19 inches (482 mm) and at least 19 inches (482mm) over eaves protection membrane.
4. Lap ends at least 4 inches (102 mm). Stagger end laps of each layer at least 36 inches (914 mm).
5. Lap GAF roof deck protection over GAF leak barrier in valley at least 6 inches (152mm).

## **GAF ASPHALT SHINGLE GUIDE SPECIFICATION**

### **F. Penetrations:**

1. Vent pipes: Install a 24 inch (610 mm) square piece of eaves protection membrane lapping over roof deck underlayment; seal tightly to pipe.
2. Vertical walls: Install eaves protection membrane extending at least 6 inches (152mm) up the wall and 12 inches (305mm) on to the roof surface. Lap the membrane over the roof deck underlayment.
3. Skylights and roof hatches: Install eaves protection membrane from under the built-in counterflashing and 12 inches (305mm) on to the roof surface lapping over roof deck underlayment.
4. Chimneys: Install eaves protection membrane around entire chimney extending at least 6 inches (152mm) up the wall and 12 inches (305mm) on to the roof surface. Lap the membrane over the roof deck underlayment.
5. Rake Edges: Install metal edge flashing over eaves protection membrane and roof deck underlayment; set tight to rake boards; lap joints at least 2 inches (51mm) and seal with plastic cement; secure with nails.

### **3.04 INSTALLATION OF SHINGLES**

#### **A. General:**

1. Install in accordance with GAF's instructions and local building codes. When local codes and application instructions are in conflict, the more stringent requirements shall take precedence.
2. Minimize breakage of shingles by avoiding dropping bundles on edge, by separating shingles carefully (not by "breaking" over ridge or bundles), and by taking extra precautions in temperatures below 40 degrees F (4 degrees C).
3. Handle carefully in hot weather to avoid scuffing the surfacing, or damaging the shingle edges.
4. Mansard and steep slope applications: For roof slopes greater than 21" per foot (1750mm/m), shingle must be hand sealed with asphalt plastic cement conforming to ASTM D4586 Type I or II. DO NOT use on vertical side walls.

#### **B. Placement and Nailing:**

1. For maximum wind resistance along rakes, install any GAF starter strip containing sealant or cement shingles to underlayment and each other in a 4" (102mm) width of asphalt plastic roof cement.
2. Secure shingle per GAF's instructions or local codes.
3. Placement of nails varies based on the type of shingle specified. Consult the application instructions for the specified shingle for details.
4. Nails must be driven flush with the shingle surface. Do not overdrive or under drive the nails.
5. Shingle offset varies based on the type of shingle specified. Consult the application instructions for the specified shingle for details.

#### **C. Valleys**

1. Install valleys using the "open valley" method:
  - a Snap diverging chalk lines on the metal flashing, starting at 3 inches (76mm) each side of top of valley, spreading at 1/8 inch per foot (9mm per meter) to the eaves.

## **GAF ASPHALT SHINGLE GUIDE SPECIFICATION**

- b Run shingles to chalk line.
  - c Trim last shingle in each course to match the chalk line; do not trim shingles to less than 12 inches (305mm) wide.
  - d Apply a 2 inch (51mm) wide strip of plastic cement under ends of shingles, sealing them to the metal flashing.
2. Install valleys using the "closed cut valley" method:
- a Run the first course of shingles from the higher roof slope across the valley at least 12 inches (305mm).
  - b Run succeeding courses of shingles from the lower roof slope across the valley at least 12 inches (305mm) and nail not closer than 6 inches (152mm) to center of valley.
  - c Run shingles from the upper roof slope into the valley and trim 2 inches (51mm) from the center line.

### **D. Penetrations**

- 1. All Penetrations are to be flashed according to GAF, ARMA and NRCA application instructions and construction details.

### **E. Skylights and Roof Hatches**

- 1. Consult the manufacturer of the skylight or roof hatch for specific installation recommendations.
- 2. Skylights and roof hatches shall be installed with pre-fabricated metal flashings specifically designed for the application of the unit.

## **3.05 INSTALLATION OF ATTIC VENTILATION**

### **A. General**

- 1. Ventilation must meet or exceed current F.H.A., H.U.D. and local code requirements.

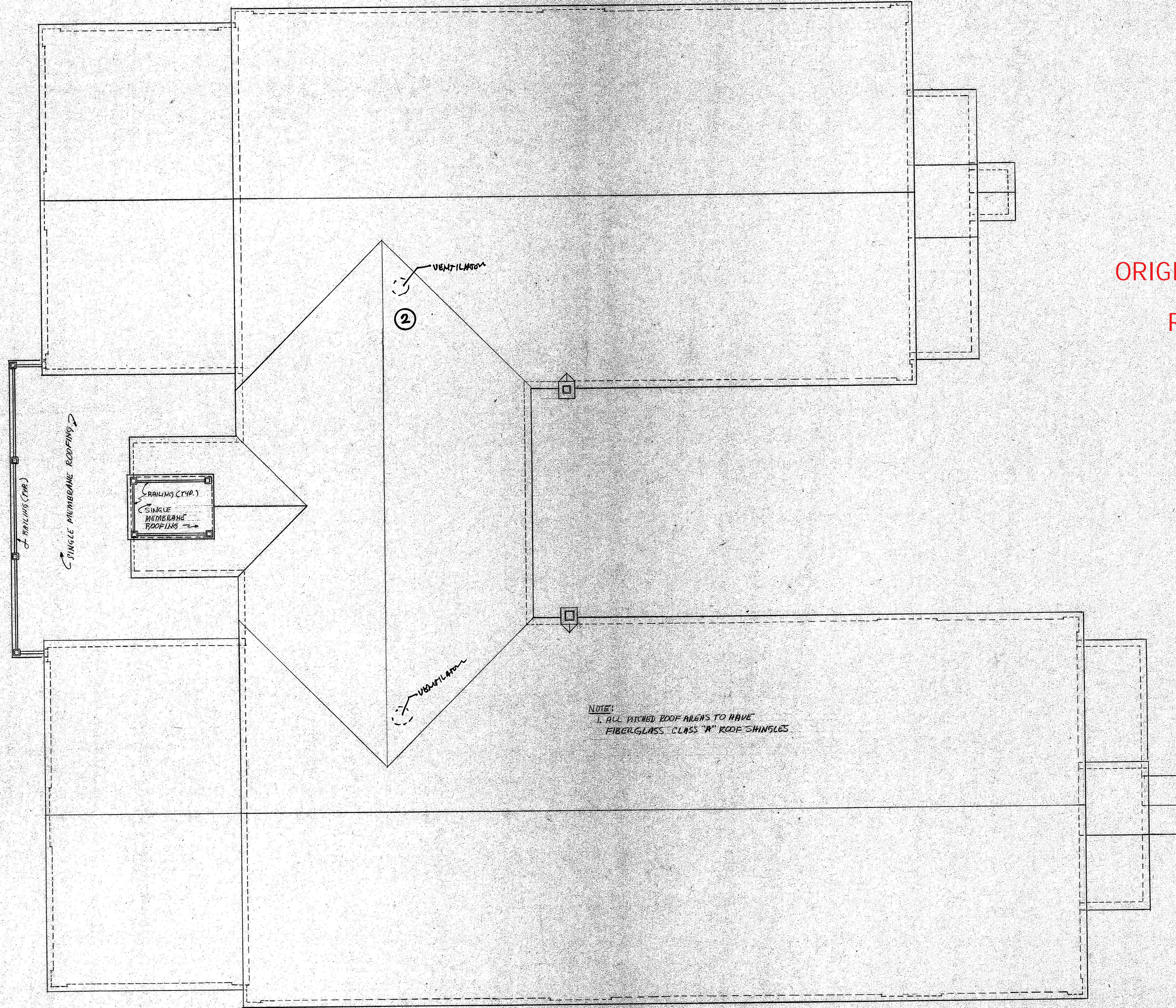
### **B. Ridge / Soffit ventilation**

- 1. Install ridge vent along the entire length of ridges:
- 2. Cut continuous vent slots through the sheathing, stopping 6 inches (152mm) from each end of the ridge.
- 3. On roofs without ridge board, make a slot 1 inch (25mm) wide, on either side of the peak (2" (51mm) overall).
- 4. On roofs with ridge board, make two slots 1-3/4 inches (44.5mm) wide, one on each side of the peak (3 1/2" (89mm) overall).
- 5. Install ridge vent material along the full length of the ridge, including uncut areas.
- 6. Butt ends of ridge vent material and join using roofing cement.
- 7. Install eaves vents in sufficient quantity to equal or exceed the ridge vent area.

## **3.06 PROTECTION**

- A. Protect installed products from foot traffic until completion of the project.
- B. Any roof areas that are not completed by the end of the workday are to be protected from moisture and contaminants.

**END OF SECTION**

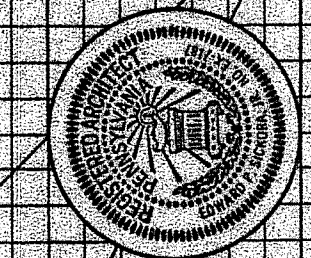


ORIGINAL BUILDING PLANS  
PROVIDED FOR  
REFERENCE ONLY

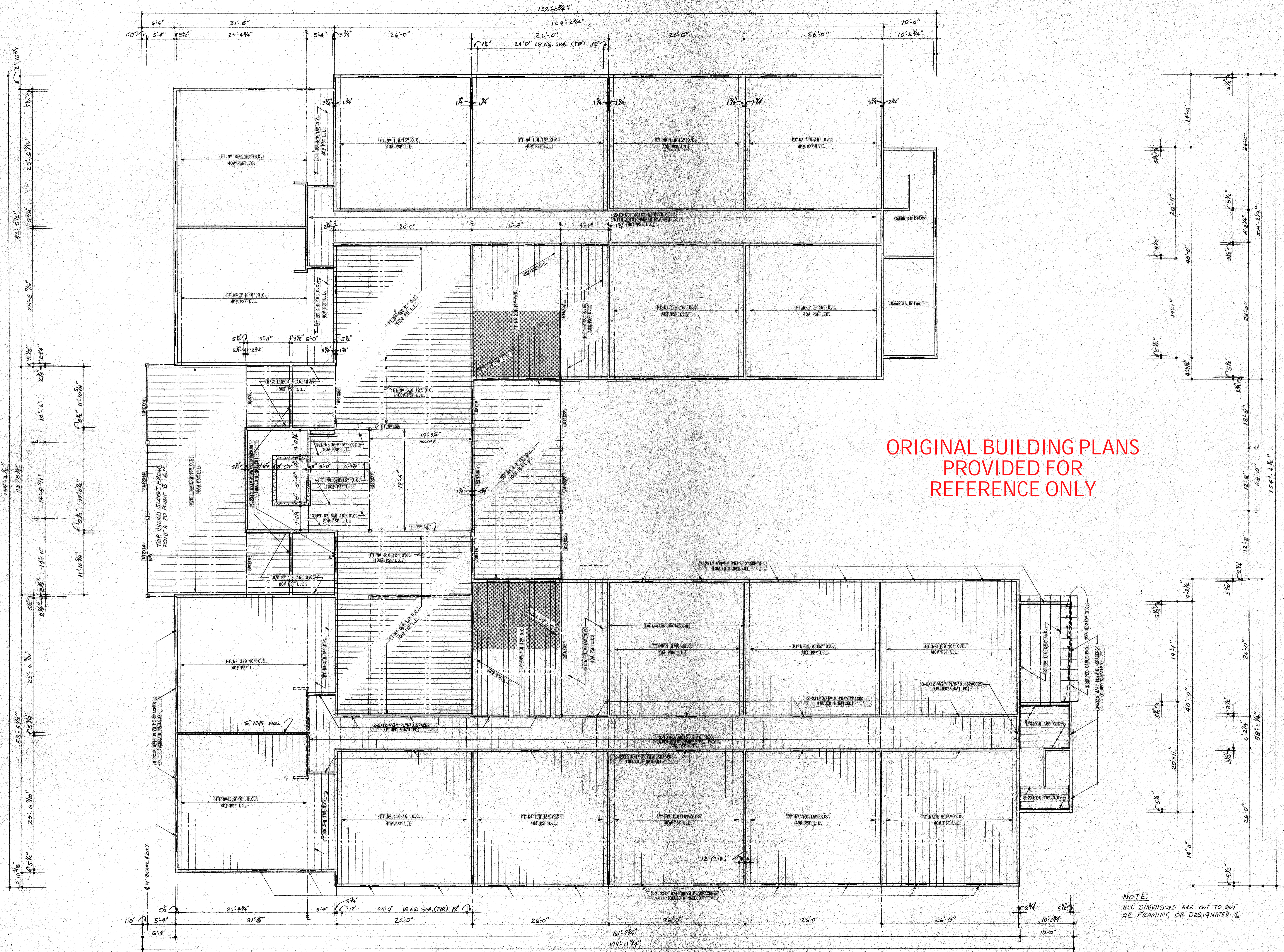
ROOF PLAN  
SCALE: 1/8" = 1'-0"

A-13

Bellevue, Pa. 15005  
603 Avenue "H"  
02/27/96



**SICKORA / RA**  
ARCHITECTURE AND INTERIOR DESIGN  
341 MARKET STREET, SUITE 200, SUNBURY, PA 17160 (717) 588-2224



ORIGINAL BUILDING PLANS  
PROVIDED FOR  
REFERENCE ONLY

FIRST FLOOR PLAN SHOWING SECOND FLOOR FRAMING  
SCALE: 1/8" = 1'-0"

NOTE:  
ALL DIMENSIONS ARE GOOT TO GOOT  
OF FRAMING OR DESIGNATED

S-2

603 Avenue 'H'  
Metamoras, Pike County, Pa.  
02/27/96

**SICKORA / RA**  
ARCHITECTURE AND INTERIOR DESIGN  
341 MARKET STREET, SUNBURY, PA 17401 (717) 938-1224

