

## **PENNSYLVANIA LABOR/MISCELLANEOUS REQUIREMENTS**

### **RELATED DOCUMENTS**

- A. PENNSYLVANIA PREVAILING WAGE RATES: This regulation and the general Pennsylvania prevailing minimum wage rates. (Act 422 of 1961, P.L. 987, amended), as determined by the Secretary of Labor and Industry, which shall be paid for each craft or classification of all workers needed to perform the contract during the anticipated term therefore in the locality in which public work is performed, are made part of this specification.

### **COMPETENT WORKMEN**

- A. No workmen shall be regarded as competent first class. Within the meaning of the Act, except those who are duly skilled in their respective branches of labor, and who shall be paid not less than such rates of wages and for such hours' work as shall be established and current rates of wages paid for such hours by employers of organized labor in doing of similar work in the district where work is being done.

### **RESIDENT WORKMEN**

- A. All laborers and mechanics who shall be employed to perform any work under the Contract shall have been residents of Pennsylvania for at least ninety (90) days prior to employment by the Contractor. In the event of any violation of the above, such violation shall constitute sufficient legal reasons for the owner to refuse payment of the Contract price to the Contractor.

### **HUMAN RELATIONS ACT**

- A. The provisions of the Pennsylvania Human Relations Act. Act 222 of October 27, 1995 (P.L. 744) (43 P.S. Section 951, et. seq.) of the Commonwealth of Pennsylvania prohibit discrimination because of race, color, religious creed, ancestry, age, sex, national origin, handicap or disability by employers, employment agencies, labor organizations, contractors and others. The contractor shall agree to comply with the provisions of this Act as amended that is made part of the specification. Your attention is directed to the language of the Commonwealth's non-discrimination clause in 16 PA Code 349.101.

### **STANDARD OF QUALITY**

- A. The various materials and products specified in the specifications by name or description are given to establish a standard of quality and of cost for bid purposes. It is not the intent to limit the acceptance to any one material or product specified, but rather to name or describe it as the absolute minimum standard that is desired and acceptable. A material or product of lesser quality would not be acceptable. Where proprietary names are used, whether or not followed by the words "or as approved

equal,” they shall be subject to equals only as approved by the architect and/or engineer.

**PROVISION FOR THE USE OF STEEL AND STEEL PRODUCTS MADE IN THE U.S.**

- A. In accordance with Act 3 of the 1978 General Assembly of the Commonwealth of Pennsylvania, if any steel or steel products are to be used or supplied in the performance of the contract, only those produced in the United States as defined therein shall be used or supplied in the performance of the contract or any subcontracts thereunder.

In accordance with Act 161 of 1982, cast iron products shall also be included and produced in the United States. Act 141 of 1984 further defines “steel products” to include machinery and equipment. The act also provides clarifications and penalties.

**CASH ALLOWANCES**

- A. No cash allowances for any purpose are included in the specifications of this project.

DISCRIMINATION PROHIBITED - According to Section 755, Public School Code of Pennsylvania, 1949 as amended, the contractor agrees:

1. That in the hiring of employees for the performance of work under this contract, or any sub-contract hereunder, no such contractor or subcontractor, shall, by reason of race, creed or color, discriminate against any citizen of the Commonwealth of Pennsylvania who is qualified and available to perform the work to which the employment relates:
2. That no contractor, sub-contractor, nor any person on his behalf, shall in any manner discriminate against or intimidate any employee hired for the performance of work under this contract or account of race, creed or color:
3. That there may be deducted from the amount payable to the contractor under this contract, a penalty of five dollars (\$5) for each person for each calendar day during which such person was discriminated against or intimidated, in violation of the provisions of the contract; and,
4. That this contract may be canceled or terminated by the school district, and all money due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or condition of this portion of the contract.