

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS that we, \_\_\_\_\_  
(hereinafter called the “Principal”), and \_\_\_\_\_  
a company authorized to transact business in the Commonwealth of Pennsylvania, and having its  
principal office at \_\_\_\_\_  
(hereinafter called the “Surety”), as Surety, are held and firmly bound unto the Wallingford-  
Swarthmore School District (hereinafter called the “Obligee”), as Obligee, in the amount equal  
to TEN PERCENT (10%) OF THE BASE BID PLUS ANY ADDITIVE ALTERNATES (the  
“Penal Sum”), as lawful money of the United States of America, for payment of which we bind  
ourselves, and each of our respective heirs, legal representatives, successors and assigns, jointly  
and severally, by these presents, on this \_\_\_\_ day of \_\_\_\_\_, 2024.

WHEREAS, said Principal is herewith submitting to the Obligee a Bid to perform the  
General Construction Work for the Obligee to complete the **Installation of Batting Tunnels  
Project** pursuant to the Bid Documents thereof which include, without limitation, the Project  
Manual Table of Contents, Invitation to Bid, Instructions to Bidders, General Conditions of the  
Contract, Special Conditions of the Contract, Bid Bond Form, Contract Form, Performance Bond  
Form, Payment Bond Form, Non-Collusion Affidavit Form, List of Statutes, Specifications,  
Drawings, Bid Form, and any Addenda; and it is a condition of the Obligee’s receipt and  
consideration of said Bid that such shall be accompanied by Bid Security to be held by the  
Obligee on terms embodied herein.

THEREFORE, the condition of this obligation is that if said Principal, within ten (10)  
days of receiving a Notice of Intent to Award, shall furnish the executed Contract; Performance  
Bond and a Payment Bond to the Obligee together with good and sufficient surety or sureties, as  
may be required for the faithful performance and proper fulfillment of the Contract, in the form  
specified by the Owner; Verification Form required by the Pennsylvania Employment  
Verification Act; certificate of insurance evidencing the insurance coverages; and the Detailed  
Cost Break-Down (if required by the Bid Documents), then this obligation shall be void and of  
no effect, but otherwise it shall remain in full force. If the Principal shall fail to execute the  
Contract, furnish the required Performance Bond and Payment Bond, Verification Form required  
by the Pennsylvania Employment Verification Act, Detailed Cost Break-Down, and/or certificate  
of insurance evidencing the insurance coverages required by the General Conditions within ten  
(10) calendar days after receipt of the Notice of Intent to Award, the Principal and Surety will  
pay to the Obligee the difference between the amount of the Principal’s accepted bid and any  
higher amount for which the Obligee may contract for the required work, as well as any  
advertising, architectural, legal and other costs incurred by the Obligee by reason of the default;  
provided, however, that the obligations of the Surety hereunder shall not exceed the amount of  
this Bid Security together with interest.



IN WITNESS WHEREOF, the Principal and the Surety cause this Bid Bond to be signed, sealed and delivered this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the "Effective Date").

Individual Principal (Trading and/or Doing Business as: _____ )	
Witness: _____	By: _____
	Name: _____

Partnership Principal	
Name of Partnership: _____	
Witness: _____	By: _____
	Name: _____
	Title: _____
Witness: _____	By: _____
	Name: _____
	Title: _____

Corporate/Limited Liability Principal	
Name of Corporation: _____	
Attest: _____	By: _____
	Name: _____
	Title: _____ *
[SEAL]	
* If the signatory is an authorized representative, attach proof evidencing authority to execute on behalf of the corporation or limited liability company.	

Corporate Surety	
Name of Surety: _____	
Witness or Attest: _____	By: _____
	Name: _____
	Title: _____ **
[SEAL]	
** Attach an appropriate Power of Attorney evidencing the authority of the Attorney-in-Fact to act on behalf of the Surety.	

CERTIFICATE AS TO CORPORATE OR LIMITED LIABILITY PRINCIPAL

I, \_\_\_\_\_, certify that I am the Corporate Secretary of the corporation or limited liability company named as PRINCIPAL, in the within Bid Bond; that \_\_\_\_\_, who signed the said Bid Bond on behalf of the Principal, was then the \_\_\_\_\_ of said corporation or limited liability company; that I know the signee's signature, and the signature thereto is genuine; and that said Bid Bond is duly signed, sealed and attested for on behalf of said corporation or limited liability company by authority of its governing body.

Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

(SEAL)

**AGREEMENT OF SURETY**

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_,  
as Surety, a corporation existing under the laws of the State of \_\_\_\_\_,  
and authorized to transact business in the Commonwealth of Pennsylvania, hereby agree to execute within the time limit specified in the Contract Documents, the Contract Bonds in the forms and in the amounts required for the faithful performance and proper fulfillment of the General Construction Contract for the **Installation of Batting Tunnels Project** on behalf of:

\_\_\_\_\_  
[Name of Bidder]

hereinafter called the Bidder, provided that the above Contract be awarded to the Bidder as provided in the Instructions to Bidders, and the Surety further agrees that should the Surety, after notification of intent to make such award, omit or refuse to execute the required bonds, then the Surety shall pay to the Obligee the difference between the amount of the Principal's accepted Bid and any higher amount for which the Obligee may contract for the required Work, as well as any advertising, Architect's, legal and other expenses incurred by the Obligee by reason of the default; provided, however, that the obligations of the Surety hereunder shall not exceed the amount of Bid Security provided by the Bidder together with interest.

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
CORPORATE SURETY

\_\_\_\_\_  
DATE

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

\_\_\_\_\_  
ATTORNEY-IN-FACT

**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS that we, \_\_\_\_\_,  
as Principal (the “Principal”), and \_\_\_\_\_,  
a company organized and existing under the laws of the \_\_\_\_\_,  
having its principal office at \_\_\_\_\_  
and authorized to do business in the Commonwealth of Pennsylvania, as Surety (the “Surety”), are  
held and firmly bound, jointly and severally, unto the Wallingford-Swarthmore School District, as  
Obligee (the “Obligee”), as hereinafter set forth in the full and just sum of:

\_\_\_\_\_  
lawful money of the United States of America, for the payment of which sum we bind ourselves,  
our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these  
presents.

**WITNESSETH THAT:**

WHEREAS, the Principal heretofore has submitted to the Obligee a certain Bid, dated  
\_\_\_\_\_, 2024 (the “Bid”), to perform **General Construction Work** for the  
Obligee, in connection with the **Installation of Batting Tunnels Project** (the “Project”), pursuant  
to the entire integrated agreement between the Obligee and Contractor in connection with the  
Project which includes, without limitation, the fully executed and complete Contract Form, the  
Instructions to Bidders, General Conditions of the Contract, Special Conditions of the Contract,  
executed Performance Bond, executed Payment Bond, executed Non-Collusion Affidavit,  
executed and completed Bid Form, List of Statutes, and the Specifications and Drawings, all of  
which are incorporated herein; and

WHEREAS, all capitalized terms not defined in this Payment Bond shall be ascribed the  
meaning set forth in the Contract Documents for the Project;

WHEREAS, the Contract Documents are incorporated into this Bond by reference and  
made a part hereof; and

WHEREAS, The Obligee, is a “contracting body” under provisions of Act No. 385 of the  
General Assembly of the Commonwealth of Pennsylvania, approved by the Governor on  
December 20, 1967, known as and cited as the “Public Works Contractors’ Bond Law of 1967” (the  
“Act”); and

WHEREAS, the Act, in Section 3.1, requires that, before an award shall be made to the  
Principal by the Obligee in accordance with the Bid, the Principal shall furnish this Bond to the  
Obligee, with this Bond to become binding upon the award of a contract to the Principal by the  
Obligee in accordance with the Bid; and

WHEREAS, it also is a condition of the Contract Documents that this Bond shall be furnished by the Principal to the Obligee; and

WHEREAS, under the Contract Documents, it is provided, *inter alia*, that if the Principal shall furnish this Bond to the Obligee, and if the Obligee shall make an award to the Principal in accordance with the Bid, then the Principal and the Obligee shall enter into an agreement with respect to performance of such Work (the "Agreement"), the form of which Agreement is set forth in the Contract Documents.

NOW, THEREFORE, the terms and conditions of this Bond are and shall be that if the Principal and any subcontractor of the Principal to whom any portion of the Work under the Agreement shall be subcontracted, and if all assignees of the Principal and of any such subcontractor, promptly shall pay or shall cause to be paid, in full, all money which may be due any claimant supplying labor or materials in the prosecution and performance of the Work in accordance with the Agreement and in accordance with the Contract Documents, including any amendment, extension or addition to the Agreement and/or to the Contract Documents, for material furnished or labor performed, then this Bond shall be void; otherwise, this Bond shall be and shall remain in force and effect.

This Bond, as provided by the Act, shall be solely for the protection of claimants supplying labor or materials to the Principal or to any subcontractor of the Principal in the prosecution of the Work covered by the Agreement, including any amendment, extension, or addition to the Agreement. The term "claimant", when used herein and as required by the Act, shall mean any individual, firm, partnership, association, or corporation. The phrase "labor or materials" when used herein and as required by the Act, shall include public utility services and reasonable rentals of equipment, but only for periods when the equipment rented is actually used at the site of the Work covered by the Agreement. As required by the Act, the provisions of this Bond shall be applicable whether or not the material furnished or labor performed enters into and becomes a component part of the public building, public work or public improvement contemplated by the Contract Documents and the Agreement.

As provided and required by the Act, the Principal and the Surety agree that any claimant, who has performed labor or furnished material in the prosecution of the Work in accordance with the Agreement and in accordance with the Contract Documents, including any amendment, extension or addition to the Agreement and/or to the Contract Documents, and who has not been paid therefore, in full, before the expiration of ninety (90) days after the day on which such claimant performed the last of such labor or furnished the last of such materials for which payment is claimed, may institute an action upon this Bond, in the name of the claimant, in assumpsit, to recover any amount due the claimant for such labor or material; and may prosecute such action to final judgment and may have execution upon the judgment; provided, however, that: (a) any claimant who has a direct contractual relationship with any subcontractor of the Principal, but has no contractual relationship, express or implied, with the Principal, may institute an action upon this Bond only if such claimant first shall have given written notice, served in the manner provided in the Act, to the Principal, within ninety (90) days from the date upon which such claimant performed

the last of the labor or furnished the last of the materials for which payment is claimed, stating, with substantial accuracy, the amount claimed and the name of the person for whom the work was performed or to whom the material was furnished; and (b) no action upon this Bond shall be commenced after the expiration of one (1) year from the day upon which the last of the labor was performed or material was supplied, for the payment of which such action is instituted by the claimant; and (c) every action upon this Bond shall be instituted in the Court of Common Pleas of Delaware County, or in the United States District Court for the district in which the project, to which the Agreement relates, is situated, and not elsewhere.

This Bond is executed and delivered under and subject to the Act, to which reference hereby is made.

The Principal and the Surety agree that any alterations, changes and/or additions to the Contract Documents, and/or any alterations, changes and/or additions to the Work to be performed under the Agreement in accordance with the Contract Documents, and/or any alterations, changes and/or additions to the Agreement, and/or any giving by the Obligee of any extensions of time for the performance of the Agreement in accordance with the Contract Documents, and/or any act of forbearance of either the Principal or the Obligee toward the other with respect to the Contract Documents and the Agreement, and/or the reduction of any percentage to be retained by the Obligee as permitted by the Contract Documents and by the Agreement, shall not release, in any manner whatsoever, the Principal and the Surety, or either of them, or their heirs, executors, administrators, successors and assigns, from liability and obligations under this Bond; and the Surety, for value received, does waive notice of any such alterations, changes, additions, extensions of time, acts of forbearance and/or reduction of retained percentage.

Provided, that it is expressly agreed that this Bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract Documents not increasing the contract price more than twenty percent (20%), so as to bind the Principal and the Surety to the full and faithful performance of the Contract Documents as so amended. The term "Amendment", wherever used in this Bond and whether referring to this Bond, the Contract Documents, or the Agreement, shall include any alteration, addition, extension or modification of any character whatsoever.

Provided, further, that no final settlement between the Obligee and the Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

If the Principal is a foreign corporation (incorporated under any laws other than those of the Commonwealth of Pennsylvania) then further terms and conditions of this Bond are and shall be that the Principal or the Surety shall not be discharged from liability on this Bond, nor this Bond surrendered until such Principal files with the Obligee a certificate from the Pennsylvania Department of Revenue evidencing the payment in full of all bonus taxes, penalties and interest, and a certificate from the Bureau of Employment and Unemployment Compensation of the Pennsylvania Department of Labor & Industry, evidencing the payment of all unemployment compensation, contributions, penalties and interest due the Commonwealth from said Principal or any foreign corporation, subcontractors thereunder or for which liability has accrued but the time for



payment has not arrived, all in accordance with provisions of the Act of June 10, 1947, P.L. 493, of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the Principal and the Surety cause this Payment Bond to be signed, sealed and delivered this \_\_\_\_\_ day of \_\_\_\_\_, 2024 (the "Effective Date").

Individual Principal (Trading and/or Doing Business as: _____ )	
Witness: _____	By: _____
	Name: _____

Partnership Principal	
Name of Partnership: _____	
Witness: _____	By: _____
	Name: _____
	Title: _____
Witness: _____	By: _____
	Name: _____
	Title: _____

Corporate/Limited Liability Principal	
Name of Corporation: _____	
Attest: _____	By: _____
	Name: _____
	Title: _____ *
[SEAL]	
* If the signatory is an authorized representative, attach proof evidencing authority to execute on behalf of the corporation or limited liability company.	

Corporate Surety	
Name of Surety: _____	
Witness or Attest: _____	By: _____
	Name: _____
	Title: _____ **
[SEAL]	
** Attach an appropriate Power of Attorney evidencing the authority of the Attorney-in-Fact to act on behalf of the Surety.	

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS that we, \_\_\_\_\_,  
as Principal (the “Principal”), and \_\_\_\_\_,  
a company organized and existing under the laws of the \_\_\_\_\_,  
having its principal office at \_\_\_\_\_  
and authorized to do business in the Commonwealth of Pennsylvania, as Surety (the “Surety”), are  
held and firmly bound, jointly and severally, unto the Wallingford-Swarthmore School District, as  
Obligee (the “Obligee”), as hereinafter set forth in the full and just sum of:

\_\_\_\_\_  
lawful money of the United States of America, for the payment of which sum we bind ourselves,  
our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these  
presents.

**WITNESSETH THAT:**

WHEREAS, the Principal heretofore has submitted to the Obligee a certain Bid, dated  
\_\_\_\_\_, 2024 (the “Bid”), to perform **General Construction Work for the**  
Obligee, in connection with the **Installation of Batting Tunnels Project** (the “Project”), pursuant  
to the entire integrated agreement between the Obligee and Contractor in connection with the  
Project which includes, without limitation, the fully executed and complete Contract Form, the  
Instructions to Bidders, General Conditions of the Contract, Special Conditions of the Contract,  
executed Performance Bond, executed Payment Bond, executed Non-Collusion Affidavit,  
executed and completed Bid Form, List of Statutes, and the Specifications and Drawings, all of  
which are incorporated herein; and

WHEREAS, all capitalized terms not defined in this Performance Bond shall be ascribed the  
meaning set forth in the Contract Documents for the Project;

WHEREAS, the Contract Documents are incorporated in this Bond by reference and made a  
part hereof; and

WHEREAS, the Obligee is a “Contracting Body” under provisions of Act No. 385 of the  
General Assembly of the Commonwealth of Pennsylvania, approved by the Governor on  
December 20, 1967, known and cited as the “Public Works Contractors’ Bond Law of 1967” (the  
“Act”); and

WHEREAS, the Act, in Section 3.1, requires that, before an award shall be made to the  
Principal by the Obligee in accordance with the Bid, the Principal shall furnish this Bond to the  
Obligee, with this Bond to become binding upon the award of a contract to the Principal by the  
Obligee in accordance with the Bid; and

Performance Bond

Page 1

WHEREAS, it also is a condition of the Contract Documents that this Bond shall be furnished by the Principal to the Obligee; and

WHEREAS, under the Contract Documents, it is provided, *inter alia*, that if the Principal shall furnish this Bond to the Obligee, and if the Obligee shall make an award to the Principal in accordance with the Contract Documents, then the Principal and the Obligee shall enter into an agreement with respect to performance of such Work (the "Agreement"), the form of which Agreement is set forth in the Contract Documents.

NOW, THEREFORE, the terms and conditions of this Bond are and shall be that if: (a) the Principal well, truly and faithfully shall comply with and shall perform the Agreement in accordance with the Contract Documents, at the time and in the manner provided in the Agreement and in the Contract Documents, and if the Principal shall satisfy all claims and demands incurred in or related to the performance of the Agreement by the Principal or growing out of the performance of the Agreement by the Principal, and if the Principal shall indemnify completely and shall save harmless the Obligee and all of its officers, agents and employees from any and all costs and damages which the Obligee and all of its officers, agents and employees may sustain or suffer by reason of the failure of the Principal to do so, and if the Principal shall reimburse completely and shall pay to the Obligee any and all costs and expenses which the Obligee and all of its elected officials, officers, agents and employees may incur by reason of any such default or failure of the Principal, including, but not limited to, additional legal fees (e.g., fees of attorneys, paralegals, and other legal professionals) and professional fees resulting from such default or failure of the Principal, delay damages resulting from such default or failure of the Principal, and liquidated damages in accordance with the Contract Documents; and (b) if the Principal shall remedy, without cost to the Obligee, all defects which may develop during the period of one (1) year from the date of final completion by the Principal and acceptance of the Obligee of the Work, or any extended warranty period provided by Principal, to be performed under the Agreement in accordance with the Contract Documents, which defects, in the sole judgment of the Obligee or its legal successors in interest, shall be caused by or shall result from defective or inferior materials or workmanship, then this Bond shall be void; otherwise, this Bond shall be and shall remain in force and effect and all claims, demands, costs, expenses and damages including, but not limited to, additional legal and professional fees resulting from the default or failure of Principal, delay damages resulting from such default or failure of the Principal, and liquidated damages in accordance with the Contract Documents, shall be payable by Principal and Surety to Owner; provided, however, that the obligations of the Surety hereunder shall not exceed the amount of this Performance Bond, as this Performance Bond is amended, whether automatically or in writing, in accordance with the terms hereof.

This Bond is executed and delivered under and subject to the Act, to which reference hereby is made.

The Principal and the Surety agree that any alterations, changes and/or additions to the Contract Documents, and/or any alterations, changes and/or additions to the Work to be performed under the Agreement in accordance with the Contract Documents, and/or any alterations, changes,

or additions to the Agreement, and/or any giving by the Obligee of any extensions of time for the performance of the Work in accordance with the Contract Documents, and/or any act of forbearance of either the Principal or the Obligee toward the other with respect to the Contract Documents and the Agreement, and/or the reduction of any percentage to be retained by the Obligee as permitted by the Contract Documents and by the Agreement, shall not release and/or discharge, in any manner whatsoever, the Principal and the Surety, or either of them, or their heirs, executors, administrators, successors and assigns, from liability and obligation under this bond; and the Surety, for value received, does waive notice of any such alterations, changes, additions, extensions of time, acts of forbearance and/or reduction of retained percentage.

Provided, that it is expressly agreed that this Performance Bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon any amendment to the Contract Documents not increasing the contract price in the aggregate by more than twenty percent (20%), so as to bind the Principal and the Surety to the full and faithful performance of the Contract Documents as so amended and the Surety, for value received, does waive notice of any such amendment to the Contract Documents not increasing the Contract Price in the aggregate by more than twenty percent (20%). The term "Amendment", wherever used in this Performance Bond and whether referring to this Performance Bond, or the Contract Documents, shall include, without limitation, any alteration, addition, extension, or modification, and of any character whatsoever.

Provided, further, that no final settlement between the Obligee and the Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

If the Principal is a foreign corporation (incorporated under any laws other than those of the Commonwealth of Pennsylvania) then further terms and conditions of this Bond are and shall be that the Principal and the Surety shall not be discharged from liability on this Bond, nor this Bond surrendered until such Principal files with the Obligee a certificate from the Pennsylvania Department of Revenue evidencing the payment in full of all bonus taxes, penalties and interest, and a certificate from the Bureau of Employment and Unemployment Compensation of the Pennsylvania Department of Labor and Industry, evidencing the payment of all unemployment compensation, contributions, penalties and interest due the Commonwealth from said Principal or any foreign corporation, subcontractor thereunder or for which liability has accrued but the time for payment has not arrived, all in accordance with provisions of the Act of June 10, 1947, P.L. 493, of the Commonwealth of Pennsylvania.

In the event that the Obligee incurs legal fees for default or enforcement of its rights under the Contract Documents or Performance Bond, the Surety agrees to pay for all reasonable legal fees and costs incurred by the Obligee.

Any proceeding, legal or equitable, under this Bond shall be instituted in the Court of Common Pleas of Delaware County, Pennsylvania and in any such proceeding Obligee may join both Principal and Surety as parties, and Principal and Surety hereby consent to such joinder, jurisdiction and venue. This Bond shall be governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Pennsylvania, without regard to principles of conflicts of law.

[Signature page follows]

IN WITNESS WHEREOF, the Principal and the Surety cause this Performance Bond to be signed, sealed and delivered this \_\_\_\_\_ day of \_\_\_\_\_, 2024 (the "Effective Date").

Individual Principal (Trading and/or Doing Business as: _____ )	
Witness: _____	By: _____
	Name: _____

Partnership Principal	
Name of Partnership: _____	
Witness: _____	By: _____
	Name: _____
	Title: _____
Witness: _____	By: _____
	Name: _____
	Title: _____

Corporate/Limited Liability Principal	
Name of Corporation: _____	
Attest: _____	By: _____
	Name: _____
	Title: _____ *
[SEAL]	
* If the signatory is an authorized representative, attach proof evidencing authority to execute on behalf of the corporation or limited liability company.	

Corporate Surety	
Name of Surety: _____	
Witness or Attest: _____	By: _____
	Name: _____
	Title: _____ **
[SEAL]	
** Attach an appropriate Power of Attorney evidencing the authority of the Attorney-in-Fact to act on behalf of the Surety.	

## LIST OF STATUTES

### PENNSYLVANIA STATUTES

#### I. Purdon's Statutes – Title 3 (Agriculture)

Pennsylvania Fertilizer Law of 1956, Act of May 29, 1956 (P.L. (1955) 1795), as amended, 3 P.S. 68.1 et seq.

Pennsylvania Pesticide Control Act of 1973, Act of March 1, 1974 (P.L. 90, NO. 24), as amended, 3 P.S. 111.21 et seq.

Agricultural Liming Materials Act, Act of March 17, 1978 (P.L. 15, No. 9), as amended, 3 P.S. 132-1 et seq.

Noxious Weed Control Law, Act of April 7, 1982 (P.L. 228, No. 74), as amended, 3 P.S. 255.1 et seq.

Plant Pest Act, Act of December 16, 1992 (P.L. 1228, No. 162), as amended, 3 P.S. 258.1 et seq.

Soil Conservation Law, Act of May 15, 1945 (P.L. 547), as amended, 3 P.S. 849 et seq.

(Relating to Weather Modification), Act of January 19, 1968 (P.L. (1967) 1024), as amended, 3 P.S. 1101 et seq.

#### II. Purdon's Statutes – Title 16 (Counties)

(Relating to Land Use), Act of January 13, 1966 (P.L. (1965) 1292), as amended, 16 P.S. 11941 et seq.

#### III. Purdon's Statutes – Title 18 (Crimes and Offenses)

The Crimes Code, Act of December 6, 1972 (P.L. 1482, No. 332), as amended, 18 Pa.C.S.A. 101 et seq.

#### IV. Purdon's Statutes - Title 24 (Education)

Public School Code of 1949, Act of March 10, 1949, P.L. 30, No. 14, as amended, 24 P.S. 1-101 et seq.

#### V. Purdon's Statutes – Title 30 (Fish)

The Fish and Boat Code, Act of October 16, 1980 (P.L. 996, No. 175), as amended, 30 Pa.C.S.A. 101 et seq.

VI. Purdon's Statutes – Title 32 (Forests, Waters and State Parks)

(Relating to Water Power and Water Supply Permits), Act of June 14, 1923 (P.L. 704), as amended, 32 P.S. 591 et seq.

Water Well Drillers License Act, Act of May 29, 1956 (P.L. (1955) 1840), as amended, 32 P.S. 645.1 et seq.

(Relating to Flood Control), Act of August 7, 1936 (P.L. 106, 1<sup>st</sup> Ex. Sess., No. 46), as amended, 32 P.S. 653 et seq.

Flood Plain Management Act, Act of October 4, 1978 (P.L. 851, No. 166), as amended, 32 P.S. 679.101 et seq.

Storm Water Management Act, Act of October 4, 1978 (P.L. 864, No. 167), as amended, 32 P.S. 680.1 et seq.

Dam Safety and Encroachment Act, Act of November 26, 1978 (P.L. 1375, No. 325), as amended 32 P.S. 693.1 et seq.

(Relating to Stream Clearance), Act of June 5, 1947 (P.L. 422), as amended, 32 P.S. 701 et seq.

(Relating to Potomac River Pollution), Act of May 29, 1945 (P.L. 1134), as amended, 32 P.S. 741 et seq.

(Relating to Schuylkill River Pollution), Act of June 4, 1945 (P.L. 1383), as amended, 32 P.S. 751.1 et seq.

(Relating to Delaware River Pollution), Act of April 19, 1945 (P.L. 272), as amended, 32 P.S. 815.31 et seq.

Delaware River Basin Compact, Act of July 7, 1961 (P.L. 518), as amended, 32 P.S. 815.101 et seq.

Ohio River Valley Water Sanitation Compact, Act of April 2, 1945 (P.L. 103), as amended, 32 P.S. 816.1 et seq.

Great Lakes Protection Fund Act, Act of July 6, 1989 (P.L. 215, No. 34), as amended, 32 P.S. 817.11 et seq.



Brandywine River Valley Compact, Act of September 9, 1959 (P.L. 848), as amended, 32 P.S. 818 et seq.

Wheeling Creek Watershed Protection and Flood Prevention District Compact, Act of August 2, 1967 (P.L. 189), as amended, 32 P.S. 819.1 et seq.

Susquehanna River Basin Compact, Act of July 17, 1968 (P.L. 368, No. 181), as amended, 32 P.S. 820.1 et seq.

Scenic Rivers Act, as amended, 32 P.S. 820.21 et seq.

Chesapeake Bay Commission Agreement, Act of June 25, 1985 (P.L. 64, No. 25), as amended, 32 P.S. 820.11 et seq.

(Relating to Preservation and Acquisition of Land for Open Space Uses), Act of January 19, 1968 (P.L. (1967) 992), as amended, 32 P.S. 5001 et seq.

Land and Water Conservation and Reclamation Act, Act of January 19, 1968 (P.L. (1967) 996), as amended, 32 P.S. 5101 et seq.

Bluff Recession and Setback Act, Act of May 13, 1980 (P.L. 122, No. 48), as amended, 32 P.S. 5201 et seq.

Wild Resource Conservation Act, Act of June 23, 1982 (P.L. 597, No. 170), as amended, 32 P.S. 5301 et seq.

Cave Protection Act, Act of November 21, 1990 (P.L. 539, No. 133), as amended, 32 P.S. 5601 et seq.

Rails to Trails Act, Act of December 18, 1990 (P.L. 748, No. 188), as amended, 32 P.S. 5611 et seq.

VII. Purdon's Statutes - Title 34 (Game)

The Game and Wildlife Code, Act of July 8, 1986 (P.L. 442, No. 93), as amended, 32 Pa.C.S.A. 101 et seq.

VIII. Purdon's Statutes – Title 35 (Health and Safety)

(Relating to Public Eating and Drinking Places), Act of May 23, 1945 (P.L. 926), as amended, 35 P.S. 655.1 et seq.

The Public Bathing Law, Act of June 23, 1931 (P.L. 899), as amended, 35 P.S. 672 et seq.

The Clean Streams Law, Act of June 22, 1937 (P.L. 1987), as amended, 35 P.S. 691.1 et seq.

(Related to Commonwealth Contribution to Cost of Abating Pollution) Act of August 20, 1953 (P.L. 1217), as amended, 35 P.S. 701 et seq.

Pennsylvania Safe Drinking Water Act, Act of May 1, 1984 (P.L. 206, No. 43), as amended, 35 P.S. 721.1 et seq.

Phosphate Detergent Act, Act of July 5, 1989 (P.L. 166, No. 31), as amended, 35 P.S. 722.1 et seq.

Plumbing System Lead Ban and Notification Act, Act of July 6, 1989 (P.L. 207, No. 33), as amended, 35 P.S. 723.1 et seq.

Pennsylvania Sewage Facilities Act, Act of January 24, 1966 (P.L. (1965) 1535), as amended, 35 P.S. 750.1 et seq.

Publicly Owned Treatment Works Penalty Law, Act of March 26, 1992 (P.L. 23, No. 9), as amended, 35 P.S. 752.1 et seq.

Pennsylvania Solid Waste-Resource Recovery Development Act, Act of July 20, 1974 (P.L. 572, No. 198), as amended, 35 P.S. 755.1 et seq.

(Related to Pollution from Abandoned Mines), Act of December 15, 1965 (P.L. 1075), as amended, 35 P.S. 760.1 et seq.

Sewage System Cleaner Control Act, Act of May 28, 1992 (P.L. 249, No. 41), as amended, 35 P.S. 770.1 et seq.

(Related to Camp Regulation), Act of November 10, 1959 (P.L. 1400), as amended, 35 PS. 3001 et seq.

Air Pollution Control Act, Act of January 8, 1960 (P.L. (1959) 2119), as amended, 35 P.S. 4001 et seq.

(Related to Noise Pollution), Act of June 2, 1988 (P.L. 452, No. 74), as amended, 35 P.S. 4501 et seq.

Pennsylvania Solid Waste Management Act, Act of July 7, 1980 (P.L. 380, No. 97), as amended, 35 P.S. 6018.101 et seq.

(Related to Infectious and Chemotherapeutic Waste Disposal), Act of July 13, 1988 (P.L. 525, No. 93), as amended, 35 P.S. 6019.1 et seq.

Hazardous Sites Cleanup Act, Act of October 18, 1988 (P.L. 756, No. 108), as amended, 35 P.S. 6020.101 et seq.

Storage Tank and Spill Prevention Act, Act of July 6, 1989 (P.L. 169, No. 32), as amended, 35 P.S. 6021.101 et seq.

Hazardous Material Emergency Planning and Response Act, Act of December 7, 1990 (P.L. 639, No. 1650), as amended, 35 P.S. 6022.101 et seq.

Oil Spill Responder Liability Act, Act of June 11, 1992 (P.L. 303, No. 52), as amended, 35 P.S. 6023.1 et seq.

Land Recycling and Environmental Remediation Standards Act, Act of May 19, 1995 (P.L. 4, No. 2), as amended, 35 P.S. 6026.101 et seq.

Radiation Protection Act, Act of July 10, 1984 (P.L. 688, No. 147), as amended, 35 P.S. 7110.101 et seq.

Low-Level Radioactive Waste Disposal Act, Act of February 9, 1988 (P.L. 31, No. 12), as amended, 35 P.S. 7130.101 et seq.

Pennsylvania Uniform Construction Code, as amended by S.B. 1139, Session of 2004, 35 P.S. 7210.301-7210.304

Pennsylvania Worker and Community Right-to-Know Act, Act of October 5, 1984 (P.L. 734, No. 159), as amended, 35 P.S. 7301 et seq.

IX. Purdon's Statutes – Title 36 (Highways and Bridges)

State Highway Law, Act of June 1, 1945 (P.L. 1242), as amended, 36 P.S. 670-101 et seq.

(Related to Junkyards Along Highways), Act of July 28, 1966 (P.L. 91, Sp. Sess.), as amended, 36 P.S. 2719.1 et seq.

Highway Vegetation Control Act, Act of December 20, 1983 (P.L. 293, No. 79), as amended, 36 P.S. 2720.1 et seq.

X. Purdon's Statutes – Title 37 (Historical and Museums)

History Code, Act of May 26, 1988 (P.L. 414, No. 72), as amended, 37 Pa.C.S.A. 101 et seq.

Pennsylvania Historic Preservation Act, as amended, 37 Pa. C.S.A. 501, et seq.

XI. Purdon's Statutes – Title 43 (Labor)

(Related to General Safety), Act of May 18, 1937 (P.L. 654), as amended, 43 P.S. 25-1 et seq.

Apprenticeship and Training Act, Act No. 304, P.L. 604, as amended, 43 P.S. 90.1 et seq.

Pennsylvania Prevailing Wage Act (Act No. 442 of 1961, P.L. 987, amended by Act 342 of 1963, P.L. 653), as amended, 43 P.S. 165-1 et seq.

Pennsylvania Human Relations Act, Act 222 of October 27, 1955, P.L. 744, as amended, 43 P.S. 951 et seq.

Public Employee Relations Act, as amended, 43 P.S. 1101.201 et seq.

Seasonal Farm Labor Act, Act of June 23, 1978 (P.L. 537, No. 93), as amended, 43 P.S. 1301.101 et seq.

XII. Purdon's Statutes – Title 52 (Mines and Mining)

The Coal Mine Sealing Act of 1947, Act of June 30, 1947 (P.L. 1177), as amended, 52 P.S. 28.1 et seq.

Coal Refuse Disposal Control Act, Act of September 24, 1968 (P.L. 1040, No. 318), as amended, 52 P.S. 30.51 et seq.

(Related to Coal Land Improvement), Act of July 19, 1965 (P.L. 216, No. 117), as amended, 52 P.S. 30.101 et seq.

(Related to Mine Fires and Subsidence), Act of April 3, 1968 (P.L. 92, No. 42), as amended, 52 P.S. 30.201 et seq.

Pennsylvania Anthracite Coal Mine Act, Act of November 10, 1965 (P.L. 721, No. 346), as amended, 52 P.S. 70-101 et seq.

(Related to Discharge of Coal into Banks of Streams), Act of June 27, 1913 (P.L. 640), as amended, 52 P.S. 631 et seq.

(Related to Caving-In, Collapse, Subsidence), Act of May 27, 1921 (P.L. 1198), as amended, 52 P.S. 661 et seq.

(Related to Subsidence), Act of September 20, 1961 (P.L. 1538), as amended, 52 P.S. 672.1 et seq.

Anthracite Strip Mining and Conservation Act, Act of June 27, 1947 (P.L. 1095), as amended, 52 P.S. 681.1 et seq.

(Related to Control and Drainage of Water from Coal Formations), Act of July 7, 1955 (P.L. 258), as amended, 52 P.S. 682 et seq.

Pennsylvania Bituminous Coal Mine Act, Act of July 17, 1961 (P.L. 659), as amended, 52 P.S. 701-101 et seq.

(Related to Abandoned Mines), Act of May 7, 1935 (P.L. 141), as amended 52 P.S. 809 et seq.

(Related to Maps and Plans), Act of June 15, 1911 (P.L. 954), as amended, 52 P.S. 823.

Surface Mining Conservation and Reclamation Act, Act of May 31, 1945 (P.L. 1198), as amended, 52 P.S. 1396.1 et seq.

The Bituminous Mine Subsidence and Land Conservation Act, Act of April 27, 1966 (P.L. 31, 1<sup>st</sup> Sp. Sess.), as amended, 52 P.S. 1406.1 et seq.

(Related to Cave-in or Subsidence of Surface Above Mines), Act of July 2, 1937 (P.L. 2787), as amended, 52 P.S. 1407 et seq.

(Related to Coal Stripping), Act of June 18, 1941 (P.L. 133), as amended, 52 P.S. 1471 et seq.

(Related to Coal Under State Lands), Act of June 1, 1933 (P.L. 1409), as amended, 52 P.S. 1501 et seq.

(Related to Mining Safety Zones), Act of December 22, 1959 (P.L. 1994), as amended, 52 P.S. 3101 et seq.

(Related to Coal Mine Subsidence Insurance Fund), Act of August 23, 1961 (P.L. 1068), as amended, 52 P.S. 3201 et seq.

Interstate Mining Compact, Act of May 5, 1966, (P.L. 40, Sp. Sess. No. 1), as amended, 52 P.S. 3251 et seq.

Noncoal Surface Mining Conservation and Reclamation Act, Act of December 19, 1984 (P.L. 1093, No. 219), as amended, 52 P.S. 3301 et seq.

XIII. Purdon's Statutes – Title 53 (Municipal Corporation)

Municipal Waste Planning, Recycling and Waste Reduction Act, Act of July 28, 1988 (P.L. 556, No. 101), as amended, 53 P.S. 4000.101 et seq.

Pennsylvania Municipalities Planning Code, as amended, 53 P.S. 10101 et seq.

XIV. Purdon's Statutes – Title 58 (Oil and Gas)

Oil and Gas Conservation Law, Act of July 25, 1961 (P.L. 825), as amended, 58 P.S. 401 et seq.

Pennsylvania Used Oil Recycling Act, Act of April 9, 1982 (P.L. 314, No. 89), as amended, 58 P.S. 471 et seq.

Coal and Gas Resource Coordination Act, Act of December 18, 1984 (P.L. 1069, No. 214), as amended, 58 P.S. 501 et seq.

Oil and Gas Act, Act of December 19, 1984 (P.L. 1140, No. 223), as amended, 58 P.S. 601.101 et seq.

XV. Purdon's Statutes – Title 62 (Procurement)

Pennsylvania Prompt Pay Act, 62 Pa. C.S.A. 3931 et seq.

XVI. Purdon's Statutes - Title 63 (Professions and Occupations)

Sewage Treatment Plant and Waterworks Operators' Certification Act, Act of November 18, 1968 (P.L. 1052, No. 322), as amended, 63 P.S. 1001 et seq.

XVII. Purdon's Statutes – Title 64 (Public Lands)

Pennsylvania Appalachian Trail Act, Act of April 28, 1978 (P.L. 87, No. 41), as amended, 64 P.S. 801 et seq.

XVIII. Purdon's Statutes – Title 65 (Public Officers)

The Right-To-Know Law, Act of June 21, 1957 (P.L. 390), as amended, 65 P.S. 66.1 et seq.

XIX. Purdon's Statutes – Title 71 (State Government)

The Administrative Code of 1929, Act of April 9, 1929 (P.L. 177, No. 175), as amended, 71 P.S. 51 et seq.

Conservation and Natural Resources Act, Act of June 28, 1995 (P.L. 89, No. 18), as amended, 71 P.S. 1340.101 et seq.

XX. Purdon's Statutes – Title 72 (Taxation and Fiscal Affairs)

Project 70 Land Acquisition and Borrowing Act, Act of June 22, 1964 (P.L. 131, Sp. Sess. No. 8), as amended, 72 P.S. 3946.1 et seq.

(Related to Pollution Control Devices), Act of March 4, 1971 (P.L. 6, No. 2), as amended, 72 P.S. 7602.1 et seq.

XXI. Purdon's Statutes – Title 73 (Trade and Commerce)

(Related to Explosives), Act of July 1, 1937 (P.L. 2681), as amended, 73 P.S. 151 et seq.

(Related to Explosives), Act of July 10, 1957 (P.L. 685), as amended, 73 P.S. 164 et seq.

(Related to Black Powder), Act of May 31, 1974 (P.L. 304, No. 96), as amended, 73 P.S. 169 et seq.

(Related to Excavation and Demolition), Act of December 10, 1974 (P.L. 852, No. 287), as amended, 73 P.S. 176 et seq.

Site Development Act, Act of May 6, 1968 (P.L. 117, No. 61), as amended, 73 P.S. 361 et seq.

Steel Products Procurement Act, Act of March 3, 1978 (P.L. 6, No. 3), as amended, 73 P.S. 1881, et seq.

XXII. Purdon's Statutes – Title 75 (Vehicles)

Vehicle Code, Act of June 17, 1976 (P.L. 162, No. 81), as amended, 75 Pa.C.S.A. 101 et seq.

Snowmobile Law, Act of June 17, 1976 (P.L. 162, No. 81), as amended, 75 Pa.C.S.A. 7701 et seq.

(Related to Hazardous Materials Transport), Act of June 30, 1984 (P.L. 473, No. 99), as amended, 75 Pa.C.S.A. 8301 et seq.

XXIII. Purdon's Statutes – Title 77 (Workmen's Compensation)

Pennsylvania Workmen's Compensation Act, Act of June 2, 1915 (P.L. 736), as amended, 77 P.S. 1 et seq.

Pennsylvania Occupational Disease Act, Act of June 21, 1939 (P.L. 566, No. 284), as amended, 77 P.S. 1201 et seq.

XXIV. Pennsylvania Constitution – Article 1, Section 27 (Adopted May 18, 1971).

### **FEDERAL STATUTES**

Acid Precipitation Act of 1980 (42 U.S.C. 8901-8912)

Act to Prevent Pollution from Ships (33 U.S.C. 1901-1912)

Agricultural Act of 1970 (16 U.S.C. 1501-1510)

Asbestos Hazard Emergency Response Act of 1986 (see Toxic Substances Control Act Sections 201-214 (15 U.S.C. 2651-2654))

Atomic Energy Act of 1954 (42 U.S.C. 2014, 2021, 2021a, 2022, 2111, 2113, 2114)

Clean Air Act (42 U.S.C. 7401-7642)

Clean Water Act (see Federal Water Pollution Control Act)

Coastal Wetlands Planning, Protection and Restoration Act (16 U.S.C. 3951-3956)

Coastal Zone Management Act of 1972 (16 U.S.C. 1451-1464)

Community Environmental Response Facilitation Act (42 U.S.C. 9620)

Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. 9601-9675)

Educate America Act of 1994, as amended from time to time, including, without limitation the Pro-Children Act of 1994 (20 U.S.C. 6081 et seq.)

Emergency Planning and Right-to-Know Act of 1986 (42 U.S.C. 11001-11050)

Endangered Species Act of 1973 (16 U.S.C. 1531-1544)

Energy Supply and Environmental Coordination Act of 1974 (15 U.S.C. 791-798)

Environmental Quality Improvement Act of 1970 (42 U.S.C. 4371-4375)

Federal Facility Compliance Act of 1992 (42 U.S.C. 6901 note)

Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. 136-136y)



Federal Land Policy and Management Act of 1976 (43 U.S.C. 1701-1784)

Federal Water Pollution Control Act (33 U.S.C. 1251-1387)

Geothermal Energy Research, Development, and Demonstration Act of 1974 (30 U.S.C. 1101-1164)

Global Climate Protection Act of 1987 (15 U.S.C. 2901 note)

Hazardous Substance Response Revenue Act of 1980 (see 26 U.S.C. 4611, 4612, 4661, 4662)

Lead-Based Paint Exposure Reduction Act (15 U.S.C. 2681-2692)

Lead Contamination Control Act of 1988 (42 U.S.C. 300j-21 to 300j-25)

Low-Level Radioactive Waste Policy Act (42 U.S.C. 2021b-2021d)

Marine Protection, Research and Sanctuaries Act of 1972 (33 U.S.C. 1401-1445)

Mining and Mineral Resources Research Institute Act of 1984 (30 U.S.C. 1221-1230)

National Climate Program Act (15 U.S.C. 2901-2908)

National Contaminated Sediment Assessment and Management Act (33 U.S.C. 1271 note)

National Environmental Policy Act of 1969 (42 U.S.C. 4321-4370b)

National Ocean Pollution Planning Act of 1978 (33 U.S.C. 1701-1709)

Noise Control Act of 1972 (42 U.S.C. 4901-4918)

Nuclear Waste Policy Act of 1982 (42 U.S.C. 10101-10270)

Oil Pollution Act of 1990 (33 U.S.C. 2701-2761)

Organotin Anti-Fouling Paint Control Act of 1988 (33 U.S.C. 2401-2410)

Outer Continental Shelf Land Act Amendments of 1978 (43 U.S.C. 1801-1866)

Pollution Prevention Act of 1990 (42 U.S.C. 13101-13109)

Public Health Service Act (42 U.S.C. 300f-300j-11)

Renewable Resources Extension Act of 1978 (16 U.S.C. 1671-1676)

Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6901-6991)

Safe Drinking Water Act (see Public Health Service Act, 42 U.S.C. 300f-300j-11)

Soil and Water Resources Conservation Act of 1977 (16 U.S.C. 2001-2009)

Solid Waste Disposal Act (42 U.S.C. 6901-6991i)

Surface Mining Control and Reclamation Act of 1977 (30 U.S.C. 1201-1328)

Toxic Substances Control Act (15 U.S.C. 2601-2692)

Uranium Mill Tailings Radiation Control Act of 1978 (42 U.S.C. 7901-7942)

Water Resources Research Act of 1984 (42 U.S.C. 10301-10309)

Wood Residue Utilization Act of 1980 (16 U.S.C. 1681-1687)

End of Document

**SPECIFICATIONS AND DRAWINGS**

**PENNSYLVANIA PREVAILING WAGES**