

CONTRACT

This contract entered into this ____ day of _____ 2021 effective from the Notice to Proceed on October 30, 2021 the project should be fully completed on or before April 30, 2022 (weather permitting and no manufacturing delays) by and between the City of Scranton, 340 North Washington Avenue, Scranton, PA 18503, hereinafter called "Scranton" and

MACHIESKY CONSTUCTION LLC
661 LAUREL STREET
MAYFIELD, PA 18433
PHONE NO. (570) 575-0749

hereinafter called "Contractor".

WITNESSETH:

WHEREAS, Scranton desires the Contractor to perform certain work and services in accordance with the terms and conditions hereinafter set forth and the Contractor is ready, willing and able to perform such work and services.

NOW THEREFORE, in consideration of the promises contained herein and the promises each to the other made, the parties do agree and intend to be legally bound as follows:

ARTICLE I - CATEGORY OF WORK AND SERVICES

The work and services to be performed by Contractor shall be in the general fields of providing replacement of the Bloom Avenue culvert along Leach Creek in the City of Scranton. The Contractor hereby covenants, contracts and agrees to furnish Scranton with:

CITY OF SCRANTON BLOOM AVENUE CULVERT
REPLACEMENT PROJECT ALONG LEACH CREEK
PER THE ATTACHED BID PROPOSAL AND
SPECIFICATIONS.

Said services to be furnished and delivered in strict and entire conformity with Scranton's Specifications marked as Exhibit "A" attached hereto and incorporated herein by reference thereto and the Bid Proposal submitted by Machiesky Construction LLC dated July 14, 2021 attached hereto marked as Exhibit "B" and incorporated herein by reference thereto. Said Bid Proposal and Specifications are hereby made part of this Agreement as fully and with the same effect as if set forth at length herein.

ARTICLE II - GENERAL

(1) In the performance of the work and services hereunder, the Contractor shall act solely as an independent contractor, and nothing contained or implied shall at any time be so construed as to create the relationship of employer and employee, partnership, principal/agent, or joint adventurer as between Scranton and the Contractor.

(2) Failure of either party to enforce any of its rights hereunder shall not constitute a waiver of such rights, or of any other rights hereunder.

ARTICLE III - FEES

Said services to be furnished and delivered in strict and entire conformity with the Bid Proposal and Specifications attached hereto. Said Bid Proposal and Specifications are incorporated herein by reference as though set forth at length.

Scranton agrees to pay the Contractor for furnishing the above services if said services are provided in full compliance with the terms and conditions of this Contract to the satisfaction and approval of the Business Administrator. Such approval shall not be unreasonably withheld. The terms and conditions of this contract are set forth herein and may be supplemented by any attachments or exhibits incorporated herein by reference.

ARTICLE IV - INDEMNIFICATION

The Contractor shall indemnify, defend, and hold harmless Scranton from and against any and all claims and actions, based upon or arising out of damage to property or injuries to person or other acts caused or contributed to by Contractor or anyone acting under the Contractor's direction or control or on the Contractor's behalf in the course of the Contractor's performance under this contract.

ARTICLE V - INSURANCE

- (1) Contractor represents that it now carries, and agrees it will continue during the term of this Contract to carry, at a minimum: Workers' Compensation, Comprehensive General and Contractual Liability, and Professional Liability Insurance in the following amounts:

<u>TYPE OF INSURANCE</u>	<u>LIMITS OF LIABILITY</u>
Workers' Compensation	Statutory
Employer's Liability	\$ 500,000.00
Professional Liability	\$1,000,000.00 each occurrence \$1,000,000.00 aggregate
Comprehensive General Liability (including Blanket Contractual Liability Insurance)	
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
Comprehensive Automobile Liability:	
Bodily Injury	\$ 300,000 each person \$ 500,000 each occurrence
Property Damage	\$ 500,000 each occurrence

(2) Certificates of all insurance provided by the Contractor shall be available for Scranton's review and will be furnished to Scranton if requested. Such copies of certificates shall include the following:

- (a) Name of insurance company, policy number, and expiration data;
- (a) 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);
- (b) A statement indicating Scranton shall receive thirty (30) days notice of cancellation or significant modification of any of the policies which may affect Scranton's interest;
- (c) A statement confirming Scranton has been named an additional insured (except for Worker's Compensation) on all policies; and
- (d) A statement confirming that Scranton, its agents and employees, have been provided a waiver of any rights or subrogation, which the Contractor may have against them.

ARTICLE VI: TERMINATION OF CONTRACT

If through any cause the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or in the event of violation of any of the covenants contained herein, or in the event of violation of the laws applicable to implementation of the project contemplated by this Agreement, or in the event of misuse of funds, mismanagement, criminal activity or malfeasance in the implementation of this Agreement, Scranton shall thereupon have the right to terminate this Agreement by giving written notice to the CONTRACTOR specifying the effective date of termination. Said notice shall be given in writing to the CONTRACTOR and will be effective upon receipt by the CONTRACTOR. In such an event, all project records, unused grant monies, and such amounts as may have been expended contrary to the terms of this Agreement shall be returned to the Scranton.

ARTICLE VII: DEFAULT

In the event of a default by Contractor under this Agreement, the defaulting party then shall reimburse the non defaulting party for all costs and expenses incurred by the non defaulting party in connection with the default, including without limitation, court costs and attorneys fees at the trial level and on appeal.

ARTICLE VIII: JURISDICTION

This Agreement shall be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania and all obligations hereunder are to be performed in Lackawanna County, Pennsylvania. Jurisdiction over the subject matter and performance of this Agreement is therefore vested in the Lackawanna County Court of Common Pleas.

ARTICLE IX - ENTIRE AGREEMENT

This contract constitutes the entire agreement between Scranton and Contractor. It supersedes all prior contemporaneous communications, representations, or agreements, whether oral or written, with respect to the subject matter thereof and if it has been induced by no representations, statements, or agreements other than those expressed. No agreement hereafter made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound thereby.

IT IS FURTHER UNDERSTOOD AND AGREED that this contract is entered into under and subject to the provisions of the Act of Assembly of the Commonwealth of Pennsylvania, approved March 7, 1901, its supplements and amendments, and the liability of the City of Scranton herein limited to the amount appropriated for the same and subject to the Section 6-13 of the Administrative Code of the City of Scranton which limits payments of money out of the City Treasury to appropriations made by the Council.

IN WITNESS WHEREOF the parties hereto have, in due form of law, caused this agreement to be executed the day and year first above written.

ATTEST:

[Signature]
CITY CLERK

BY: [Signature]
MAYOR

DATE: 10/8/2021

DATE: 10/7/2021

COUNTERSIGNED:

[Signature]
CITY CONTROLLER

[Signature]
DIRECTOR DEPARTMENT OF PUBLIC WORKS

DATE: 10/8/2021

DATE: 10/7/2021

APPROVED AS TO FORM:

[Signature]
CITY SOLICITOR

DATE: 400121

MACHIESKY CONSTRUCTION LLC

[Signature]
BY:

TITLE: Owner
10-14-2021

DATE: _____



DEPARTMENT OF BUSINESS ADMINISTRATION

CITY HALL • 340 NORTH WASHINGTON AVENUE • SCRANTON, PENNSYLVANIA 18503 • PHONE: 570-348-4118 • FAX: 570-348-4225

September 20, 2021

Joe O'Brien
City Solicitor
City of Scranton
340 N. Washington Ave
Scranton, PA 18503

RE: The Bloom Ave Culvert Replacement Project

Atty O'Brien,

Upon review of the bids submitted, we have determined that

Machiesky Construction
661 Laurel Street
Mayfield, PA 18433
is the most qualified bidder for the contract.

Please prepare contracts based on the attached proposals.

Sincerely,

Lawrence D. West
Business Administrator
City of Scranton

CC. Mayor Paige G. Cagnetti
Frank Voldenberg, City Clerk
John Murray, City Controller
Eileen Cipriani, Director OECD
Tom Preambo, Director, Department of Public Works
Purchase Clerk Julie Reed



DEPARTMENT OF PUBLIC WORKS


101 WEST POPLAR STREET • SCRANTON, PENNSYLVANIA 18508 • PHONE: 570-348-4188 FAX: 570-348-0197

RECEIVED

Date: July 20, 2021

Subject: City of Scranton
Bloom Avenue Culvert Replacement

To: Joseph O'Brien, Esquire
City Solicitor

From: Tom Preambo 
Director Department of Public Works

JUL 21 2021

LAW DEPT.

This is to inform you that we intend to award a contract to Machiesky Construction LLC. Machiesky Construction was the lowest bidder.

Please prepare the necessary contracts.

Thank you for your cooperation in this matter.

Cc: Mayor Paige Cagnetti
Mr. John Murray, City Controller
Ms. Julie Reed, Purchasing Clerk

Department of Business Administration

City Hall
340 North Washington Avenue
Scranton, Pennsylvania 18503
Tel: (570) 348-4118
Fax: (570) 348-4225

RECEIVED

JUL 14 2021

LAW DEPT.



SCRANTON

July 14, 2021

Mr. Thomas Preambo
Department of Public Works
101 W. Poplar Street
Scranton, Penna. 18508

Dear Mr. Preambo:

This is to inform you that bids were opened on Wednesday, July 14, 2021 in City Council Chambers for **The Bloom Avenue Culvert Replacement Project**. Attached please find copies of the bids submitted by the following companies:

Machiesky Construction
B.T. Adams LLC
Minichi Inc.
Fabcor, Inc.
James T. O'Hara, Inc.
Linde Corporation
American Asphalt

After your review of these bids, please inform the Law Office of your decision so they may call for a contract or reject said bids. Thank you for your cooperation in this matter.

Sincerely,

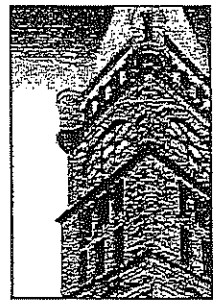
A handwritten signature in black ink that reads "Julie Reed". The signature is written in a cursive style with a large initial "J".

Julie Reed,
Purchasing Clerk

Cc: Mr. John Murray, City Controller
Mr. Lawrence D. West, Business Administrator
Mr. Frank Voldenburg, City Clerk
✓ Mr. Joseph O'Brien Esq., City Solicitor
File

Department of Business Administration

City Hall
340 North Washington Avenue
Scranton, Pennsylvania 18503
Tel: (570) 348-4118
Fax: (570) 348-4225



SCRANTON

RECEIVED

JUN 16 2021

LAW DEPT.

June 16, 2021

Mr. Thomas Preambo
Department of Public Works
101 W. Poplar Street
Scranton Pa, 18508

Dear Mr. Preambo,

This is to inform you that bids will be opened in Council Chambers on Wednesday, July 14, 2021 at 10:00 A.M. for the following:

**CITY OF SCRANTON
BLOOM AVENUE
CULVERT REPLACEMENT**

There will be a mandatory Pre-Bid Conference on Wednesday, June 23, 2021 at 10:00 a.m. at the project site located across Bloom Avenue along the Leach Creek.

Attached, please find an Invitation to Bidders, Proposal Blank and Specifications.

Thank you for your cooperation in this matter.

Sincerely,

A handwritten signature in black ink that reads "Julie Reed". The signature is written in a cursive style.

Julie Reed,
Purchasing Clerk

CC: Mayor Paige Cagnetti
Mr. John Murray, City Controller
Mr. Frank Voldenberg, City Clerk
✓ Mr. Joseph O'Brien Esquire, City Solicitor
File

INVITATION TO BID

Separate sealed bids for the Bloom Avenue Culvert Replacement Project will be received by John Murray, City Controller for the City of Scranton, 340 North Washington Avenue, Scranton, Pa., 18503 until 10:00 a.m. on Wednesday, July 14, 2021, at which time such proposals will be opened in City Council Chambers, 2nd floor for the following:

**CITY OF SCRANTON
Bloom Avenue Culvert Replacement**

All bids shall be in accordance with the specifications which may be obtained by visiting the City of Scranton website at: www.scrantonpa.gov, under the Business Tab and Open Bid Opportunities as labeled above. If you intend to submit a bid, you are required to notify Julie Reed, Purchasing Clerk for the City of Scranton via email at: jreed@scrantonpa.gov. If you fail to notify the Purchasing Clerk of your intent to submit a bid, you will not receive any Addenda or answers to any questions that may be submitted by other bidders.

Six (6) copies of the bids are to be submitted to John Murray, City of Scranton Controller, 2nd Floor, 340 North Washington Avenue, Scranton, PA 18503. Proposals must be plainly marked and identified as "City of Scranton Bloom Avenue Culvert Replacement" so as to arrive by the date and time specified above. If you are hand delivering the proposals, you must contact the City Controller's Office at (570) 348-4125 to come down and accept the sealed proposals upon entering City Hall. The paper copy of your bid will be the time-stamped official submission.

All bids **must** be accompanied by a certificate of insurance, a signed affirmative action, non-segregated facilities, and non-collusion affidavit and disclosure forms.

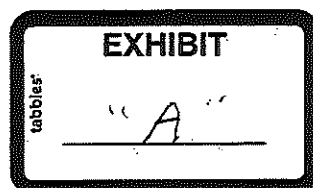
All participants are hereby notified that minority and women-owned businesses will be afforded the full opportunity to respond to this notice and they will not be subjected to discrimination on the basis of race, color, religion, sex, national origin, disability, or family status in consideration of this award. The successful bidder must utilize, to the greatest extent feasible, minority and/or women owned business concerns, which are located within the municipality.

There will be a **mandatory** Pre-Bid Conference on Wednesday, June 23rd at 10:00 am at the project site located across Bloom Avenue along the Leach Creek. This Pre-Bid Conference is for the purpose of receiving explicit directions for the project. Only bids from vendors attending the Pre-Bid Conference will be considered.

If you have any questions, please contact Tom Preambo, Director of Department of Public Works at: tpreambo@scrantonpa.gov

Tom Preambo

Director of DPW



CITY OF SCRANTON

**BLOOM AVENUE CULVERT REPLACEMENT
PROJECT**

LACKAWANNA COUNTY, PENNSYLVANIA

City of Scranton

Mayor: Paige Gebhardt Cognetti

City Council: William Gaughan, President

**Kyle Donahue, Jessica Rothchild, PTD, DPT, Thomas S. Schuster,
Mark McAndrew**

PREPARED BY:

reuther+bowen
Engineering, Design, Construction Services

326 Ward Street

Dunmore, PA 18512

(570) 496-7020 (office) - (570) 496-7021 (fax)

MAY 2021

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Bid Proposal

Statement of Bidder's Qualifications
Non-Collusion Affidavit of Prime Bidder
Certification of Non-Segregated Facilities

Certification of Bidder Regarding Equal Employment Opportunity
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PAYMENT FORMS

- Application and Certificate for Payment (to be submitted to the Engineer/Architect)
- Certificate from Contractor Appointing Officer/Employee to Supervise Pmt. of Emps.

INSTRUCTIONS TO BIDDERS

1. USE OF SEPARATE BID FORMS

The Specification Manuals are not to be detached, filled out, or executed. Separate copies of Bid Forms are furnished for the submission of Bids. These forms include the following:

- a. Bid Form
- b. Unit Price Sheet (if applicable)
- c. Bid Bond
- d. Bid Proposal
- e. Statement of Bidder's Qualifications
- f. Non-Collusion Affidavit of Prime Bidder
- g. Certification of Non Segregated Facilities
- h. Certification of Bidder Regarding Equal Employment Opportunity
- i. Affirmative Action Plan for Utilization of Minority Business (applicable to contracts over \$25,000.00)
- j. MBE/WBE Contract Solicitation and Commitment Statement (applicable to contracts over \$25,000.00)
- k. Section 3 Contract Solicitation and Commitment Statement (applicable to contracts over \$100,000.00)
- l. Contractor's Certification of Compliance Section 3 (applicable to contracts over \$100,000.00)
- m. Section 3 Work Force Needs Table (applicable to contracts over \$100,000.00)

2. INTERPRETATIONS OF ADDENDA

No oral interpretation will be made to any Bidder as to the meaning of the Contract Documents or any part thereof. Every request for such an interpretation shall be made in writing to the OWNER. Any inquiry received seven (7) or more days prior to the date fixed for opening of Bids will not be given consideration. Every interpretation made to a Bidder will be in the form of an Addendum to the Contract Documents, and when issued, will be on file in the office of the OWNER and the office of the Engineer at least one (1) day before Bids are opened. In addition, all Addenda will be mailed to each person holding Contract Documents, but it shall be the Bidder's responsibility to make inquiry as to the Addenda issued. All such Addenda shall become part of the Contract and all Bidders shall be bound by such Addenda, whether or not received by the Bidders.

3. INSPECTION OF SITE

Each Bidder should visit the site of the proposed work and fully acquaint himself with the existing conditions there relating to construction and labor, and should fully inform himself as to the facilities involved, the difficulties and restrictions attending the performance of the Contract. The Bidder should thoroughly examine and familiarize himself with the Drawings, Technical Specifications, and all other Contract Documents. The Contractor by the execution of the Contract shall in no way be relieved of any obligation under it due to his failure to receive or examine any form or legal instrument or to visit the site and acquaint himself with the conditions there existing and the OWNER will be justified in rejecting any claim based on facts regarding which he should have been on notice as a result thereof.

4. ALTERNATIVE BIDS

No alternative bids will be considered unless alternative bids are specifically requested.

5. BIDS

a. All Bids must be submitted on forms supplied by the OWNER and shall be subject to all requirements of the Contract Documents, including the Drawings, and these INSTRUCTIONS TO BIDDERS. All

Bids must be regular in every respect and no interlineations, excisions or special conditions shall be made or included in the Bid Form by the Bidder.

b. The following documents shall be enclosed in envelopes, outer and inner, both of which shall be sealed and clearly labeled with the project name, name of Bidder, and the date and the time of bid opening in order to guard against premature opening of the bid:

1. Bid Form
2. Unit Price Sheet (if applicable)
3. Bid Bond
4. Bid Proposal
5. Statement of Bidder's Qualifications
6. Non-Collusion Affidavit of Prime Bidder
7. Certification of Non-Segregated Facilities
8. Certification of Bidder Regarding Equal Employment Opportunity
9. Affirmative Action Plan for Utilization of Minority Business (applicable to contracts over \$25,000.00)
10. MBE/WBE Contract Solicitation and Commitment Statement (applicable to contracts over \$25,000.00)
11. Section 3 Contract Solicitation and Commitment Statement (applicable to contracts over \$100,000.00)
12. Contractor's Certification of Compliance Section 3 (applicable to contracts over \$100,000.00)
13. Section 3 Work Force Needs Table (applicable to contracts over \$100,000.00)

c. The OWNER may consider irregular any Bid on which there is an alteration of or departure from the Bid Form hereto attached and at its option may reject the same.

d. If the Contract is awarded, it will be awarded by the OWNER to a responsible Bidder on the basis of the lowest Bid and the selected Alternative Bid items, if any. The Contract will require the completion of the work according to the Contract Documents.

- e. Each Bidder shall include in his Bid the following information:
- Name of Firm
 - Names of Principals
 - Firm's Address, including City, State and Zip
 - Code Firm's Telephone Number/Facsimile
 - Number Firm's Federal Identification
 - Number
 - Whether the Firm is a Women Business Enterprise Firm and/or a Minority Business Enterprise Firm, and/or a Section 3 Business Firm

6. SECTION INTENTIONALLY LEFT BLANK

7. COLLUSIVE AGREEMENTS

a. Each Bidder submitting a Bid to the OWNER for any portion of the work contemplated by the documents on which bidding is based shall execute and attach thereto, an affidavit substantially in the form herein provided, to the effect that he has not colluded with any other person, firm or corporation in regard to any Bid submitted.

- b. Before executing any subcontract the successful Bidder shall submit the name of any

proposed subcontractor for prior approval and an affidavit substantially in the form provided in Section 103 - Subcontracts.

8. STATEMENT OF BIDDER'S QUALIFICATIONS

Each Bidder shall submit on the form furnished for that purpose (a copy of which is included in the Contract Documents), a statement of the Bidder's qualifications, his experience record in constructing the type of improvements embraced in the Contract, and his organization and equipment available for the work contemplated; and, when specifically requested by the OWNER, a detailed financial statement. The Bidder must inform the OWNER of the ability of the Bidder to perform his obligations under the Contract and the Bidder shall furnish the OWNER all such information and data for this purpose as it may request. The right is reserved to reject any Bid where an investigation of the available evidence or information does not satisfy the OWNER that the Bidder is qualified to carry out properly the terms of the Contract.

9. UNIT PRICES

Unit Prices will not be applicable unless unit prices are specifically requested.

10. CORRECTIONS

Erasures or other changes in the Bids must be explained or noted over the signature of the Bidder, and initialed.

11. TIME FOR RECEIVING BIDS

a. Bids received prior to the advertised hour of opening will be securely kept, sealed. The officer whose duty it is to open them will decide when the specified time has arrived, and no Bid received thereafter will be considered, except that when a Bid arrives by mail after the time fixed for opening, but before the reading of all other Bids is completed, and it is shown to the satisfaction of the OWNER that the non-arrival on time was due solely to delay in the mails for which the Bidder was not responsible, such Bid will be received and considered.

b. Bidders are cautioned that, while telegraphic modifications of Bids may be received as provided above, such modifications, if not explicit and if in any sense subject to misinterpretation, shall make the Bid so modified or amended, subject to rejection.

12. OPENING OF BIDS

At the time and place fixed for the opening of Bids, the OWNER will cause to be opened and publicly read aloud every Bid received within the time set for receiving Bids, irrespective of any irregularities therein. Bidders and other persons properly interested may be present, in person or by representative.

13. WITHDRAWAL OF BIDS

Bids may be withdrawn on written or telegraphic request dispatched by the Bidder in time for delivery in the normal course of business to the time fixed for opening; provided, that written confirmation of any telegraphic withdrawal over the signature of the Bidder is placed in the mail and postmarked prior to the time set for Bid opening. The Bid guaranty of any Bidder withdrawing his Bid in accordance with the foregoing conditions will be returned promptly.

14. AWARD OF CONTRACT: REJECTION OF BIDS

a. The Contract will be awarded to the responsible Bidder submitting the lowest Bid complying with the conditions of the Invitation for Bids. The Bidder to whom the award is made will be notified at the earliest possible date. The OWNER, however, reserves the right to reject any and all Bids and to waive any informality in Bids received whenever such rejection or waiver is in its interest.

b. The OWNER reserves the right to consider as unqualified to do the work of general construction any Bidder who does not habitually perform with his own forces the major portions of the work involved in construction of the Improvements embraced in this Contract.

15. EXECUTION OF AGREEMENT: PERFORMANCE, PAYMENT, AND MAINTENANCE BONDS, AND CONSENT OF SURETY COMPANY TO FINAL PAYMENT

a. Subsequent to the award and within ten (10) days after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the OWNER an Agreement in the form included in the Contract Documents in such number of copies as the OWNER may require.

b. Having satisfied all conditions of award as set forth elsewhere in these documents, the successful Bidder shall, within the period specified in paragraph "a." above, furnish a surety bond in a penal sum not less than the amount of the Contract as awarded, as security for the faithful performance of the Contract, and for the payment of all persons, firms or corporations to whom the Contractor may become legally indebted for labor, materials, tools, equipment, or services of any nature including utility and transportation services, employed or used by him in performing the work. Such bond shall be in the form as that included in the Contract Documents and shall bear the same date as, or a date subsequent to that of the Agreement. The current power of attorney for the person who signs for any surety company shall be attached to such bond. This bond shall be signed by a guaranty or Surety Company listed in the latest issue of the U.S. Treasury Circular 570 and the penal sum shall be within the maximum specified for such company in said Circular 570. In addition, the successful Bidder shall, within the period specified in paragraph "a." above, furnish a Maintenance Bond in a penal sum not less than ten percent (10%) of the amount of the Contract as awarded. Said bond shall be solely to guarantee the project free from defects caused by faulty workmanship and materials for a period of two (2) years, general wear and tear excepted. Also, the successful Bidder shall furnish Consent of Surety Company to Final Payment solely for the Surety Company to approve final payment to the successful Bidder, and guarantee that final payment to the successful Bidder shall not relieve the Surety Company of any of its obligations to the OWNER.

c. The failure of the successful Bidder to execute such Agreement and to supply the required bonds within ten (10) days after the prescribed forms are presented for signature, or within such extended period as the OWNER may grant, based upon reasons determined sufficient by the OWNER may either award the Contract to the next lowest responsible Bidder or re-advertise for Bids, and may charge against the Bidder the difference between the amount of the Bid and the amount for which a Contract for the work is subsequently executed, irrespective of whether the amount thus done exceeds the amount of the Bid Bond. If a more favorable Bid is received by re-advertising the defaulting Bidder shall have no claim against the OWNER for a refund.

16. INSURANCE

a. The Bidder must submit a Workers Compensation Insurance Certificate evidencing that the policy is in force. The policy must remain in force until project completion. The policy must remain in force until project completion; should the policies expire, copies of the new insurance certificate will be forwarded to the OWNER as soon as they are received.

b. The Bidder must carry Comprehensive Commercial General Public Liability Insurance, including blanket contractual, broad form property damage, personal injury, owners and contractors protective liability, products liability and completed operations coverage, and Umbrella/Excess Liability

Insurance in the sum of not less than One Million Dollars (\$1,000,000.00) each, naming the OWNER as an additional insured, and shall provide the OWNER with a Comprehensive Commercial General Public Liability Insurance and Umbrella/Excess Liability Insurance certificate evidencing that the policies are in force. The policies must remain in force until project completion; should the policies expire, copies of the new insurance certificates will be forwarded to the OWNER as soon as they are received.

c. The rates of pay set forth under General Conditions Part II are the minimum to be paid during the life of the Contract. It is therefore the responsibility of Bidders to inform themselves as to local labor conditions, such as the length of work day and work week, overtime compensation, health and welfare contributions, labor supply and prospective changes or adjustments of rates.

17. WAGES AND SALARIES

a. Attention of Bidders is particularly called to the requirement concerning the payment of not less than the prevailing wage and salary rates specified in the Contract Documents and the conditions of employment with respect to certain categories and classifications of employees. (See General Conditions Part II.)

b. The rates of pay set forth under General Conditions Part II are the minimum to be paid during the life of the Contract. It is therefore the responsibility of Bidders to inform themselves as to local labor conditions, such as the length of work day and work week, overtime compensation, health and welfare contributions, labor supply and prospective changes or adjustments of rates.

18. EQUAL EMPLOYMENT OPPORTUNITY

Attention of Bidders is particularly called to the requirement for ensuring that employees and applicants for employment are not discriminated against because of their race, sex, color, national origin, or religion. (See General Conditions Part II, and Participation Requirements for MBE/WBE.) Each bidder must submit a completed Certification of Bidder Regarding Equal Employment Opportunity. For contract in excess of \$25,000.00, Bidders must submit an Affirmative Action Plan for Utilization of Minority Businesses and the MBE/WBE Contract Solicitation and Commitment Statement.

19. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

For contracts in excess of \$100,000.00, attention of Bidders is particularly called to special requirements regarding employment of lower income residents of, and utilization of businesses in the locality where the work is to be done. (See General Conditions Part II, and Participation Requirements for Section 3 Residents and Business Concerns.)

20. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

Attention of Bidders is particularly called to the necessity of complying with all Federal, State and Local laws and regulations including but not limited to the following: Act 247-1972; Act 287-1974; Federal Occupational Safety and Health Act of 1970.

**GENERAL SPECIFICATIONS
GENERAL CONDITIONS
PART I**

101. DEFINITIONS

Whenever used in any of the Contract Documents, the following meanings shall be given to the terms herein defined:

- a. The term "**Contract**" means the contract executed by the Owner and the Contractor, of which these **GENERAL CONDITIONS, PARTS, I, II and III form a part.**
- b. The term "**Owner**" means the City of Scranton which is authorized to undertake this Contract.
- c. The term "**Contractor**" means the person, firm, or corporation entering into the Contract with Owner to construct and install the Improvements embraced in this Contract.
- d. The term "**Project Area**" means the site of the City of Scranton – Bloom Avenue Culvert Replacement Project, within which are the specified Contract limits of the Improvements contemplated to be constructed in whole or in part under this Contract.
- e. The term "**Engineer**" means Reuther & Bowen, P.C., engineer in charge, serving the Owner with Architectural or Engineering Services, his successor, or any person or persons employed by said Owner for the purpose of directing or having in charge the work of Site Preparation embraced in this Contract, the said Engineer acting directly or indirectly through any assistant having immediate charge of a portion thereof limited by the particular duties entrusted to him.
- f. The term "**Local Government**" means the City (town, borough, or political subdivision) of City of Scranton, within which the Project area is situated.
- g. The term "**Contract Documents**" means and shall include the following: Executed Agreement, Performance Bond, Labor and Materialmen's Bond, Maintenance Bond, Addenda (if any), the Specification Book, the Invitation for Bids, the Instruction to Bidders, the signed copy of the Bid, the Bid Proposal, the General Specifications General Conditions Part I, the General Conditions Part II State Requirements, the Attachments to General Conditions Part II (State Prevailing Wage Rates), the General Specifications Special Conditions for Site Preparation Part III, Supplemental Conditions, the Technical Specifications, the Drawings (as listed in the Schedule of Drawings), the Resolution awarding the Bid, the Notice to Proceed, Part II - Terms and Conditions, and all Modifications to the Agreement issued subsequent thereto and all of the documents enumerated or referred to in the Agreement.
- h. The term "**Drawings**" means the drawings listed in the Schedule of Drawings.
- i. The term "**Technical Specifications**" means that part of the Contract Documents which describes outlines and stipulates: the quality of the materials to be furnished; the quality of workmanship required; and the methods to be used in carrying out the construction work to be performed under this Contract.

- j. The term "Addendum" or "Addenda" means any changes, revisions or clarifications of the Contract Documents which have been duly issued by the Owner to prospective bidders prior to the time of receiving bids.

102. SUPERINTENDENCE BY CONTRACTOR

At the site of the work the Contractor shall provide a superintendent or foreman who shall have full authority to act for the Contractor, except where the Contractor is an individual and gives his personal superintendence to the work. It is understood that such representative shall be acceptable to the Engineer. The Contractor shall also provide an adequate staff for the proper coordination and expediting of his work.

103. SUBCONTRACTS

- a. The Contractor shall not award any work to any subcontractor until each has completed and submitted a Non-Collusion Affidavit and a Certification by Proposed Subcontractor Regarding Equal Employment Opportunity to the Contractor. It shall also be the responsibility their eligibility in written contracts containing Federal Labor Standards Provisions.
- b. Should any subcontractor be found ineligible after award of a contract, its contract shall be terminated.
- c. The Contractor shall be as fully responsible to the Owner for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
- d. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to require compliance by each subcontractor with the applicable provisions of the Contract for the Improvements embraced in the Site Preparation.
- e. Nothing contained in the Contract shall create any contractual relation between any subcontractor and the Owner.

104. SEPARATE CONTRACTS

The Owner may award, or may have awarded other contracts for additional work, and the Contractor shall coordinate his operations with those of other Contractors. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor as scheduled.

105. FITTING AND COORDINATION OF THE WORK

The Contractor shall be responsible for the proper fitting of all work and for the coordination of the operations of all trades, subcontractors or materialmen engaged upon this Contract. He shall be prepared to guarantee to each of his subcontractors the locations and measurements which they may require for the fitting of their work to all surrounding work.

106. MUTUAL RESPONSIBILITY OF CONTRACTORS

If, through acts of neglect on the part of the Contractor, any other Contractor or any subcontractor shall suffer loss or damage on the work, the Contractor shall settle with such other Contractor or subcontractor by agreement or arbitration, if such other Contractor or Subcontractor shall assert any so settle. If such other Contractor or Subcontractor shall assert any claim against the Owner on account of any damage alleged to have been so sustained, the Owner will notify this Contractor, who shall defend at his own expense any suit based upon such claim, and, the Contractor shall pay or satisfy such judgment or claim and pay all costs and expenses in connection therewith.

107. CONSTRUCTION SCHEDULE

- a. Immediately after execution and delivery of the Contract, the Contractor shall submit to the Owner an estimated construction progress schedule, showing the proposed dates of commencement and completion of each of the various sections of work required under the Contract, the anticipated amount of each monthly payment to become due to the Contractor and the accumulated percent of progress each month.
- b. Cost breakdown: The Contractor shall submit to the Owner a breakdown of his estimated cost of all Site Preparation work, so arranged and itemized as to meet the approval of the Owner. This breakdown shall be submitted promptly after execution of the agreement and before any payment is made to the Contractor for the work performed under the Contract. After approval by the Owner the unit prices established in the breakdown shall be used in estimating the amount of partial payments to be made to the Contractor.

108. PAYMENTS TO CONTRACTOR

a. Partial Payments

The Contractor shall prepare his requisition for partial payment as of the last day of the month and submit it, with the required number of copies, to the Engineer for his approval. The amount of the payment due the Contractor shall be determined by adding to the total value of work completed to date, the value of materials properly stored on the site and deducting (1) ten percent (10%) of the total amount, to be retained until final payment and (2) the amount of all previous payments. If the Contract is for a lump sum, the total value of work completed to date on each item and the unit prices established in the Cost Breakdown and adjusted in accordance with the value of work completed to date on approved change orders.

b. Final Payment

1. After final inspection and acceptance by the Owner of all work under the Contract, the Contractor shall prepare his requisition for final payment which shall be based upon the carefully measured or computed quantity of each item of work at the applicable unit prices stipulated in the Agreement. The total amount of the final payment due the Contractor under the Contract shall be amount computed as described above less all previous payments. Final payment to the Contractor shall be made subject to his furnishing the Owner with a release in satisfactory form of all claims against the Owner arising under and by virtue of his contract, other than such claims, if any, as may be

specifically excepted by the Contractor from the operation of the release as provided under the section Disputes under **General Conditions, Part I.**

2. The Owner, before paying the final estimate, may require the Contractor to furnish releases or receipts from all subcontractors having performed any work and all persons having supplied materials, equipment (installed on the Project) and services to the Contractor, if the Owner deems the same necessary in order to protect its interest. The Owner, however, may if it deems such action advisable make payment in part or in full to the Contractor without requiring the furnishing of such releases or receipts and any payments so made shall in no way impair the obligations of any surety or sureties furnished under the Contract.
3. Withholding of any amount due the Owner under the Section entitled "Liquidated Damages" under **SPECIAL CONDITIONS**, shall be deducted from the final payment due the Contractor.

c. Withholding Payments

The Owner may from any payment otherwise due the Contractor so much as may be necessary to protect the Owner and if it so elects may also withhold any amounts due from the Contractor to any subcontractors or material dealers, for work performed or material furnished by them. The forgoing provisions shall be construed solely for the benefit of the Owner and will not require the Owner to determine or adjust any claims or disputes between the Contractor and his subcontractors or material dealers, or to withhold any moneys for their protection unless the Owner elects to do so. The failure or refusal of the Owner to withhold any moneys from the Contractor shall in nowise impair the obligations of any surety or sureties under any bond or bonds furnished under this Contract.

d. Payments Subject to Submission of Certificates

Each payment to the Contractor by the Owner shall be made subject to submission by the Contractor of all written certifications required of him and his subcontractors by the Section entitled **CONTRACTOR'S CERTIFICATES** under **GENERAL CONDITIONS**.

109. CHANGES IN THE WORK

- a. The Owner may make changes in the scope of the work required to be performed by the Contractor under the Contract or making additions thereto, or by omitting work therefrom, without invalidating the Contract, and without relieving or releasing the Contractor from any of his obligations under the contract or any guarantee given by him pursuant to the Contract provisions, and without affecting the validity of the guaranty bonds, and without relieving or releasing the surety or sureties of said bonds. All such work shall be executed under the terms of the original Contract unless it is expressly provided otherwise.
- b. Except for the purpose of affording protection against any emergency endangering life or property, the Contractor shall make no change in the materials used or in the specified manner of constructing and/or installing the improvements or supply additional labor, services or materials beyond that actually required for the execution of the Contract, unless in pursuance

of a written order from the Owner authorizing the Contractor to proceed with the change. No claim for an adjustment of the Contract Price will be valid unless so ordered.

- c. If applicable unit prices are contained in the Agreement (established as a result of either a unit price bid or a Supplemental Schedule of Unit Prices) the Owner may order the Contractor to proceed with desired changes in the work, the value of such changes to be determined by the measured quantities involved and the applicable unit prices specified in the Contract; provided that in case of a unit price contract the net value of all changes does not increase or decrease the original total amount shown in Agreement by more than twenty-five percent (25%) in accordance with the section entitled **UNIT PRICES** under **INSTRUCTIONS TO BIDDERS**.
- d. If applicable unit prices are not contained in the Agreement or if the total net change increases or decreases the total Contract Price more than twenty-five percent (25%) the Owner shall, before ordering the Contractor to proceed with desired changes, request an itemized proposal from him covering the work involved in the change after which the procedure shall be as follows:
 1. If the proposal is acceptable is acceptable the Owner will prepare the change order in accordance therewith for acceptance by the Contractor and
 2. If the proposal is not acceptable and prompt agreement between the two parties cannot be reached, the Owner may order the Contractor to proceed with the work on a cost-plus-limited basis. A cost-plus-limited basis is defined as the net cost of the Contractor's labor, materials and insurance plus fifteen percent (15%) of said net cost to cover overhead and profit, the total cost not to exceed a specified limit.
- e. Each change order shall include in its final form:
 1. A detailed description of the change in the work.
 2. The Contractor's proposal (if any) or a conformed copy thereof.
 3. A definite statement as to the resulting change in the contract price and/or time.
 4. The statement that all work involved in the change shall be performed in accordance with contract requirements except as modified by the change order.

110. CLAIMS FOR EXTRA COST

- a. If the Contractor claims that any instructions by Drawings or otherwise involve extra cost or extension of time, he shall, within ten days after the receipt of such instructions, and in any event before proceeding to execute the work, submit his protest thereto in writing to the Owner, stating clearly and in detail the basis of his objections. No such claim will be considered unless so made.
- b. Claims for additional compensation for extra work, due to alleged errors in ground elevations, contour lines, or bench marks, will not recognized unless accompanied by certified survey data, made prior to the time the original ground was disturbed, clearly showing that errors exist

which resulted, or would result, in handling more material, or performing more work, than would be reasonable estimated from the Drawings and map issued.

- c. Any discrepancies which may be discovered between actual conditions and those represented by the Drawings and maps shall at once be reported to the Owner and work shall not proceed except at the Contractor's risk, until written instructions have been received by him from the Owner.
- d. If, on the basis of the available evidence, the Owner determines that an adjustment of the Contract Price and/or Time is justifiable, the procedure shall be as provided in Section - **CHANGES IN THE WORK** under **GENERAL CONDITIONS, PART I**.

111. TERMINATION: DELAYS: AND LIQUIDATED DAMAGES

- a. **Termination of Contract.** If the Contractor refuses or fails to prosecute the work with such diligence as will insure its completion within the time specified in these Contract Documents, or as modified as provided in these Contract Documents, the Owner, by written notice to the Contractor, may terminate the Contractor's right to proceed with the work. Upon such termination, the Owner may take over the work and prosecute the same to completion, by contract or otherwise, and the Contractor and his sureties shall be liable to the Owner for liquidated damages for any delay in the completion of the work as provided below. If the Contractor's right to proceed is so terminated, the Owner may take possession of and utilize in completing the work such materials, tools, equipment, and plant as may be on the site of the work and necessary therefore.
- b. **Liquidated Damages for Delays.** If the work be not completed within the time stipulated in **Section 302 - Time for Completion** including any extensions of time for excusable delays as herein provided, the Contractor shall pay to the Owner as fixed, agreed, and liquidated damages (it being impossible to determine the actual damages occasioned by the delay) for each calendar day of delay, until the work is completed, the amount as set forth in **Section 303 - Liquidated Damages** and the Contractor and his sureties shall be liable to the Owner for the amount thereof.
- c. **Excusable Delays.** The right of the Contractor to proceed shall not be terminated nor shall the contractor be charged with liquidated damages for any delays in the completion of the work due:
 - 1. To any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, National Defense, or any other national emergency;
 - 2. To any acts of the Owner;
 - 3. To causes not reasonably foreseeable by the parties to the Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or the public enemy, acts of another Contractor in the performance of some other contract with the Owner, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and

weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions; and

4. To any delay of any subcontractor occasioned by any of the causes specified in subparagraphs (1), (2) and (3) of this paragraph "c".

Provided, however, that the Contractor promptly notify the Owner within ten (10) days in writing of the cause of the delay. Upon receipt of such notification the Owner shall ascertain the facts and the cause and extent of delay. If, upon the basis of the facts and the terms of this contract, the delay is properly excusable, the Owner shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

112. ASSIGNMENT OR NOVATION

The Contractor shall not assign or transfer, whether by an assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this Contract without the written consent of the Owner; provided, however, that assignments to banks, trust companies, or other financial institutions may be made without the consent of the Owner. No assignment or novation of this Contract shall be valid unless the assignment or novation expressly provides that the assignment of any of the Contractor rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered, and materials, tools, and equipment supplied for the performance of the work under this Contract in favor of all persons, firms, or corporations rendering such labor or services or supplying such materials, tools, or equipment.

113. DISPUTES

- a. All disputes arising under this Contract or its interpretation except those disputes covered by **FEDERAL LABOR STANDARDS PROVISIONS General Conditions Part III**, whether involving law or fact or both, or extra work, and all claims for alleged breach of contract shall within ten (10) days of commencement of the dispute be presented by the Contractor to the Owner for decision. All papers pertaining to claims shall be filed in quadruplicate. Such notice need not detail the amount of the claim but shall state the facts surrounding in the claim in sufficient detail to identify the claim, together with its character and scope. In the meantime the Contractor shall proceed with the work as directed. Any claim not presented within the time limit specified this paragraph shall be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within ten days of its commencement, the claim will be considered only for a period commencing ten (10) days prior to the receipt by the Owner of notice thereof.
- b. The Contractor shall submit in detail his claim and his proof thereof. Each decision by the governing body of the Owner will be in writing and will be mailed to the Contractor by registered mail, return receipt requested.
- c. If the Contractor does not agree with any decision of the Owner, he shall in no case allow the dispute to delay the work but shall notify the Owner promptly that he is proceeding with the work under protest and he may then accept the matter in question from the final release.

114. TECHNICAL SPECIFICATIONS AND DRAWINGS

Anything mentioned in the Technical Specifications and not shown on the drawings or shown on the Drawings and not mentioned in the Technical Specifications, shall be of like effect as if shown on or mentioned in both. In case of difference between Drawings and Technical Specification, the Technical Specifications shall govern. In case of any discrepancy in Drawings, or Technical Specifications, the matter shall be immediately submitted to the Owner, without whose decision, said discrepancy shall not be adjusted by the Contractor, save only at his own risk and expense.

115. SHOP DRAWINGS

- a. All required shop drawings, machinery details, layout drawings, etc., shall be submitted to the Engineer in two (2) copies for approval sufficiently in advance or requirements to afford ample time for checking, including time for correcting, resubmitting and re-checking if necessary. The Contractor may proceed, only at his own risk, with manufacture or installation of any equipment or work covered by said show drawings, etc. until they are approved and no claim, by the Contractor, for extension of the contract time will be granted by reason of his failure in this respect.
- b. Any drawings submitted without the Contractor's stamp of approval will not be considered and will be returned to him for proper resubmission. If any drawings show variations from the requirements of the Contract because of standard shop practice or other reason, the Contractor shall make specific mention of such variation in his letter of transmittal in order that, if acceptable, suitable action may be taken for proper adjustment of contract price and/or time otherwise the Contractor will not be relieved of the responsibility for executing the work in accordance with the Contract even though the drawings have been approved.
- c. If a shop drawing is in accord with the contract or involves only a minor adjustment in the interest of the Owner not involving a change in contract price or time, the Engineer may approve the drawing. The approval shall be general, shall not relieve the Contractor, from his responsibility for adherence to the contract or for any error in the drawing and shall contain in substance the following:

"The modification shown on the attached drawing is approved in the interest of the Owner to effect an improvement for the Project and is ordered with the understanding that it does not involve any change in the Contract Price or time; that it is subject generally to all Contract stipulation and covenants; and that it is without prejudice surety bond or bonds."

116. REQUESTS FOR SUPPLEMENTARY INFORMATION

It shall be the responsibility of the contractor to make timely requests of the Owner for any additional information not already in his possession which should be furnished by the Owner under the terms of this Contract, and which he will require in the planning and execution of the work. Such requests may be submitted from time to time as the need is approached, but each shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay. Each request shall be in writing and list the various items and the latest date by which each will be required by the Contractor. The first list shall be submitted within two weeks after Contract award and shall be as complete as possible at that time. The Contractor shall, if requested, furnish promptly any assistance and information the Engineer may require in responding to these requests of the Contractor. The

Contractor shall be fully responsible for any delay in his work or to others arising from his failure to comply fully with the provisions of this Section.

117. MATERIALS AND WORKMANSHIP

- a. Unless otherwise specifically provided for in the Technical Specifications, all workmanship, equipment, materials and articles incorporated in the work shall be new and the best grade of the respective kinds for the purpose. Where equipment, materials, articles or workmanship are referred to in the Technical Specifications as "equal to" any particular standard, the Engineer shall decide the question of equality.
- b. The Contractor shall furnish to the Owner for approval the manufacturer's detailed specifications for all machinery, mechanical and other special equipment, which he contemplates installing together with full information as to type, performance characteristics, and all other pertinent information as required, and shall likewise submit for approval as required full information concerning all other materials or articles which he proposes to incorporate in the work (**See Section - SAMPLES, CERTIFICATES, AND TESTS under GENERAL CONDITIONS, PART I**).
- c. Machinery, mechanical and other equipment, materials or articles installed or used without such prior approval shall be at the risk of subsequent rejection.
- d. Materials specified by reference to the number or symbol of specific standard, such as an A.S.T.M. Standard, a Federal Specification or other similar standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the Invitation for Bids, except as limited to type, class or grade, or modified in such reference. The standards referred to, except as modified in the Technical Specifications shall have full force and effect as though printed therein.
- e. The Owner may require the Contractor to dismiss from the work such employee or employees as the Owner or the Engineer may deem incompetent, or careless, or insubordinate.

118. SAMPLES, CERTIFICATES AND TESTS

- a. The Contractor shall submit all material or equipment samples, certificates, affidavits, etc., called for in the contract documents or required by the Engineer, promptly after award of the contract and acceptance of the Contractor's bond. No such material or equipment shall be manufactured or delivered to the site, except at the Contractor's own risk, until the required samples or certificates have been approved in writing by the Engineer. Any delay in the work caused by late or improper submission of samples or certificates for approval shall not be considered just cause for and extension of the contract time.

Each sample submitted by the Contractor shall carry a label giving the name of the Contractor, the project for which it is intended, and the name of the producer. The accompanying certificate or letter from the Contractor shall state that the sample complies with contract requirements, the name and brand of the product, its place of origin, the name and address of the producer and all specifications or other detailed information which will assist the Engineer in passing upon the acceptability of the sample promptly. It shall also include the statement

that all materials and equipment for use in the project will be compliant with the samples and or certifies statements.

- b. Approval of any materials shall be general only and shall not constitute a waiver of the Owner's right to demand full compliance with Contract requirements. After actual deliveries, the Engineer will have such check tests made as he deems necessary in each instance and may reject materials and equipment and accessories for cause, even though such materials and articles have been given general approval. If materials, equipment or accessories which fail to meet check tests have been incorporated in the work, the Engineer will have the right to cause their removal and replacement by proper materials or to demand and secure such reparation by the Contractor as is equitable.
- c. Except as otherwise specifically stated in the Contract, the costs of sampling and testing will be divided as follows:
 - 1. The Contractor shall furnish without extra cost, including packing and delivery charges, all samples required for testing purposes, except those samples taken on the project by the Engineer;
 - 2. The Contractor shall assume all costs of re-testing materials which fail to meet contract requirements;
 - 3. The Contractor shall assume all costs of testing materials offered in substitution for those found deficient; and
 - 4. The Owner will pay all other expenses.

119. PERMITS AND CODES

- a. The Contractor shall give all notices required by and comply with all applicable laws, ordinances, and codes of the Local Government. All construction work and/or utility installations shall comply with all applicable ordinances, and codes including all written waivers. Before installing any work, the Contractor shall examine the Drawings and Technical Specifications for compliance with applicable ordinances and codes and shall immediately report any discrepancy to the Owner. Where the requirements of the Drawings and Technical Specifications fail to comply with such applicable ordinances or codes, the Owner will adjust the Contract by Change Order to conform to such ordinances or does (unless waivers in writing covering the difference have been granted by the governing body or department) and make appropriate adjustment in the Contract Price or stipulated unit prices.

Should the Contractor fail to observe the foregoing provisions and proceed with the construction and/or install any utility at variance with any applicable ordinance or code, including any written waivers (notwithstanding the fact that such installation is in compliance with the Drawings and Technical Specifications), the Contractor shall remove such work without cost to the Owner, but a Change Order will be issued to cover only the excess cost the Contractor would have been entitled to receive if the change had been made before the Contractor commenced work on the items involved.

- b. The Contractor shall at his own expense, secure and pay to the appropriate department of the Local Government the fees or charges for all permits for street pavement, sidewalks, sheds, removal of abandoned water taps, sealing of house connection drains, pavements cuts, buildings, electrical, plumbing, water, gas and sewer permits required by the local regulatory body or any of its agencies.
- c. The Contractor shall comply with applicable local laws and ordinances governing the disposal of surplus excavation, materials debris and rubbish on or off the Project Area and commit no trespass on any public or private property in any operation due to or connected with the Improvements embraced in this Contract.

120. CARE OF WORK

- a. The Contractor shall be responsible for all damages to person or property that occur as a result of his default or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance whether or not the same has been covered in whole or in part by payments made by the Owner.
- b. The Contractor shall provide sufficient competent watchmen, both day and night, including Saturdays, Sundays and holidays, from the time the work is commenced until final completion and acceptance.
- c. In an emergency affecting the safety of life or property, including adjoining property, the Contractor, without special instructions or authorization from the Owner, is authorized to act at his discretion to prevent such threatened loss or injury, and he shall so act. He shall likewise act if instructed to do so by the Owner. Any compensation claimed by the Contractor on account of such emergency work will be determined by the Owner as provided in the Section - **CHANGES IN THE WORK under GENERAL CONDITIONS, PART I.**
- d. The Contractor shall avoid damage as result of his operations to existing sidewalks, streets, curbs, pavements, utilities (except those which are to be replaced or removed), adjoining property, etc., and he shall at his own expense completely repair any damage thereto caused by his operations.
- e. The Contractor shall shore up, brace, underpin, secure, and protect as may be necessary, all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be in any way affected by the excavations or other operations connected with the construction of the Improvements embraced in this Contract. The Contractor shall be responsible for the giving of any and all required notices to any adjoining or adjacent property owner or other party before the commencement of any work. The Contractor shall indemnify and save harmless the Owner from any damages on account of settlements or the loss of lateral support of adjoining property and from all loss or expense and all damages for which the Owner may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

121. ACCIDENT PREVENTION

- a. The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work. The safety provisions of applicable laws and building and construction codes shall be observed, and the Contractor shall take or cause to be taken such additional safety and health measures as the Owner may determine to be reasonably necessary. Machinery, equipment and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, Inc., to the extent that such provisions are not in conflict with applicable local laws.
- b. The Contractor shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the hours of employment on work under the Contract. The Contractor shall promptly furnish the Owner with reports concerning these matters.
- c. The Contractor shall indemnify and save harmless the Owner from any claims for damages resulting from personal injury and/or death suffered or alleged to have been suffered by any person as result of any work conducted under this contract.

122. SANITARY FACILITIES

The Contractor shall furnish, install, and maintain ample sanitary facilities for the workman. As the need arise, a sufficient number of enclosed temporary toilets shall be conveniently places as required by the sanitary codes of the State and Local Government. Drinking water shall be provided from an approved source, so piped or transported as to keep it safe and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing and governing health regulations.

123. USE OF PREMISES

- a. The Contractor shall confine his equipment, storage of materials, and construction operations to the Contract Limits as shown on the Drawings and as prescribed by ordinances or permits, or as may be desired by the Owner, and shall not unreasonably encumber the site or public rights of way with his materials and construction equipment.
- b. The Contractor shall comply with all reasonable instructions of the Owner and the ordinances and codes of the Local Government, regarding signs, advertising, traffic, fires, explosives, danger signals, and barricades.

124. REMOVAL OF DEBRIS, CLEANING, ETC.

The Contractor shall, periodically or as directed during the progress of the work, remove and legally dispose of all surplus excavated material and debris, and keep the Project Area and public rights of way reasonably clear. Upon completion of the work, he shall remove all temporary construction facilities, debris and unused materials provided for the work, and put the whole site of the work and public rights of way in a neat and clean condition. Trash burning on the site of the work will be subject to prior approval of the Owner and existing State and Local regulations.

125. INSPECTION

- a. All materials and workmanship shall be subject to inspection examination, or test by the Owner and the Engineer at any and all times during manufacture or construction and at any and all places where such manufacture or construction is carried on. The Owner shall have the right to reject defective material and workmanship or require its correction. Unacceptable workmanship shall be satisfactorily corrected. Rejected material shall be promptly segregated and removed from the Project Area and replaced with material of specified quality without charge thereto. If the Contractor fails to proceed at once with the correction of rejected workmanship or defective material, the Owner may by contract or otherwise have the defects remedied or rejected materials removed from the Project Area and charge the cost of the same against any moneys which may be due the Contractor, without prejudice to any other rights or remedies of the Owner.
- b. The Contractor shall furnish promptly all materials reasonably necessary for any tests which may be required. (See Section - **SAMPLES, CERTIFICATES AND TESTS**, under the **GENERAL CONDITIONS, PART I**). All tests by the Owner will be performed in such manner as not to delay the work unnecessarily and shall be made in the Technical Specifications.
- c. The Contractor shall notify the Owner sufficiently in advance of back-filling or concealing any facilities to permit proper inspection. If any facilities are concealed without approval or consent of the Owner, the Contractor shall uncover for inspection and recover such facilities all at his own expense, when so requested by the Owner.

Should it be considered necessary or advisable by the Owner at any time before final acceptance of the entire work to make an examination of work already completed, by uncovering the same, the Contractor shall on request promptly furnish all necessary facilities, labor, and material. If such work is found to be defective in any important or essential respect, due to fault of the Contractor or his subcontractors The Contractor shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the actual cost of labor and material necessarily involved in the examination and replacement, plus 15 percent of such costs to cover superintendence, general expenses and profit, shall be allowed the Contractor and he shall, in addition if completion of the work of the entire Contract has been delayed thereby, be granted a suitable extension of time on account of the additional work involved.

- d. Inspection of materials and appurtenances to be incorporated in the Improvements embraced in this Contract may be made at the place of production, manufacture or shipment, whenever the quantity justifies it, and such inspection and acceptance, unless otherwise stated in the Technical Specifications, shall be final except as regards (1) latent defects, (2) departures from specific requirements of the Contract, (3) damage or loss in transit, or (4) fraud or such gross mistakes as amount to fraud. Subject to the requirements contained in the preceding sentence, the inspection of materials as a whole or in part will be made at the Project Site.
- e. Neither inspection, testing, approval nor acceptance of the work in whole or in part, by the Owner or its agents shall relieve the Contractor or his sureties of full responsibility for material furnished or work performed not in strict accordance with the Contract.

- f. Any work performed within the right-of-way of any Pennsylvania Department of Transportation highway, roadway or travelway shall be subject to inspection by a representative of the Pennsylvania Department of Transportation. The Owner shall pay the Pennsylvania Department of Transportation invoices for any and all such inspection services; however, the Contractor shall then reimburse the Owner for all PA Department of Transportation inspection costs.

126. REVIEW BY OWNER

The Owner, its authorized representatives and agents and the (as defined under **GENERAL CONDITIONS PART II**) shall, at all times have access to and be permitted to observe and review all work, materials, equipment, payrolls, personnel records, employment conditions, material invoices, and other relevant data and records pertaining to this Contract, provided, however, that all instructions and approval with respect to the work will be given to the Contractor only by the Owner through its authorized representatives or agents.

127. FINAL INSPECTION

When the Improvements embraced in this Contract are substantially completed, the Contractor shall notify the Owner in writing that the work will be ready for final inspection on a definite date which shall be stated in the notice. The notice will be given at least ten (10) days prior to the date stated for final inspection and bear the signed concurrence of the representative of the Owner having charge of inspection. If the Owner determines that the status of the Improvements is as represented, it will make the arrangements necessary to have final inspection commenced on the date stated in the notice, or as soon thereafter as is practicable. The inspection party may also include representatives of each department of the Local Government having in charge improvements of like character when such Improvements are later to be accepted by the Local Government.

128. DEDUCTION FOR UNCORRECTED WORK

If the Owner deems it not expedient to require the contractor to correct work not done in accordance with the contract documents, an equitable deduction from the contract price will be made by agreement between the Contractor and the Owner and subject to settlement, in case of dispute, as herein provided.

129. INSURANCE

- a. The Contractor shall carry or require that there be carried Workman's Compensation insurance for all his employees and those of his subcontractors engaged in work at the site, in accordance with State or territorial Workman's Compensation laws.
- b. The Contractor shall carry or require that there be carried Manufacturer's and Contractor's Public Liability insurance covering property damage and bodily injury with limits of not less than \$1,000,000.00 to protect the Contractor and his subcontractors against claims for injury to or death of one or more than one person, because of accidents which may occur or result from operations under the contract; such insurance shall cover the use of all equipment, including but not limited to excavating machinery, trenching machines, cranes, hoist, rollers, concrete

mixers, and motor vehicles, in the construction of the improvements embraced in this contract. Said insurance shall list the Public Agency as an additional insured.

- c. The Contractor shall carry, during the life of the contract, builder's risk/all risk insurance in an amount not less than 100% of the contract price. Said insurance shall list the Public Agency as an additional named insured.

•• Above Paragraph applies to Building Construction Projects only.

- d. Before commencing work, the contractor shall submit evidence of the coverage required above to the Owner for review and approval. The Owner will, in writing, identify the policies and indicate its approval or disapproval. New policies from other companies shall be provided in place of those disapproved. Such insurance shall be carried with financially responsible insurance companies, licensed in the state and approved by the Owner, and shall be kept in force until the contractor's work is accepted by the Owner. Contacts of insurance (covering all operations under this contract) which expire before the contractor's work is accepted by the Owner shall be renewed and evidence submitted to the Owner for its approval.
- e. Contractor does hereby indemnify, hold harmless and agree to defend the public agency with respect to any and all claims or suits against the public agency arising out of or in anyway relating to the performance of the contract. Contractor specifically agrees that said indemnification shall include claims based on the negligence of the public agency as well as the negligence of the contractor.

130. BONDS

- a. The Contractor must provide a Performance Bond at One Hundred Percent (100%) of the Contract Amount, conditioned upon the fee for performance of the Contract. Said bond shall be solely for the protection of the Owner.
- b. The Contractor must provide a Labor Materialmen's Bond at One Hundred Percent (100%) of the Contract Amount. Said bond shall be solely for the protection of claimants supplying labor and materials to the Contractor to whom the Contract was awarded, or to any of his subcontractors in the performance of the work provided for in the Contract, and shall be conditioned for prompt payment of all such material furnished or labor supplied or performed in the performance of the work. Labor and material shall include public utility services and reasonable rental of equipment, but only for the period when the equipment rental is actually used at the site of the work provided for in this Contract.
- c. The Contractor must provide a Maintenance Bond at Ten Percent (10%) of the Contract Amount. Said bond shall be solely to guarantee the project free from defects caused by faulty workmanship and materials for a period of two (2) years, general wear and tear excepted.

131. LIENS

The Contractor specifically waives any right to file or claim any mechanic's or materialmen's liens, and agrees to execute, simultaneously herewith, and cause to be filed in the records of the Clerk of Judicial Records of Lackawanna County, a Stipulation Against Liens, which shall be binding upon the

Contractor, Contractor's supplier and any sub-contractors engaged by the Contractor. The Contractor shall at his own expense, pay to the Clerk of Judicial Records of Lackawanna County the fee or charge for the filing of the Stipulation Against Liens.

132. PATENTS

The Contractor shall hold and save the Owner, its officers, and employees, harmless from liability of any nature or kind, including costs and expenses for or on account of, any unpatented invention, process, article, or appliance manufactured or used in the performance of the contract, including its use by the Owner, unless otherwise specifically stipulated in the technical specifications.

133. WARRANTY OF TITLE

No material, supplies, or equipment for the work shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. The Contractor shall warrant good title to all materials, supplies, and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same together with all improvements and appurtenances constructed or placed thereon by him to the Owner free from any claims, liens, or charges. Neither the Contractor nor any person, firm or corporation furnishing any material or labor for any work covered by this Contract shall have contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor to recover under any bond given by the Contractor for their protection or any rights under any law permitting such persons to look to funds due the Contractor in the hands of the Owner. The provisions of this paragraph shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

134. GENERAL GUARANTY

Neither the final certificate of payment nor any provision in the Contract no partial or entire use of the Improvements embraced in the Contract by the Owner or the public shall constitute an acceptance of work not done in accordance with the Contractor or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the work and pay for any damage to other work, resulting therefrom which shall appear within a period of 24 months from the date of final acceptance of the work. The Owner will give notice of defective materials and work with reasonable promptness.

135. EXPLOSIVES AND BLASTING

Blasting shall not be allowed unless specified by the Engineer in the Technical Specifications.

136. PRECONSTRUCTION CONFERENCE

A preconstruction conference is to be held by the Owner with the Contractor and his subcontractors. The purpose of the conference is to assure that the Contractor and his subcontractors understand and accept their contract obligations under Executive Order 11246 and understand the Owner's role in the enforcement of those contract obligations.

The Contractor shall be represented by officials who will be directly responsible for the selection of the work force and for supervision over construction workers.

Executive Order 1126 requires that the Contractor provides equal employment opportunity in all aspects of his employment.

137. INTEREST OF MEMBERS OF THE COMMONWEALTH AND OTHERS

- a. No officer, member, or employee of the Commonwealth and no member of its governing body who exercises any functions or responsibilities in the review or approval of services being performed under this Contract shall participate in any decision relating to this Contract, which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly interested; nor shall any such officer, member, or employee of the Commonwealth and no member of its governing body have any interest, direct or indirect, in this Contract or the proceed thereof.
- b. No member of the governing body of the Owner who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains, and no other officer or employee of the Owner who exercises any such functions or responsibilities, shall have any private interest, direct or indirect, in this Contract which is incompatible or in conflict with the discharge or fulfillment of his functions and responsibilities in connection with the carrying out of the Project to which this Contract pertains.

138. CERTIFICATION OF ELIGIBILITY

By entering into this Contract, the Contractor certifies that neither it (nor he or she) nor any person of the firm, who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government Contracts.

**GENERAL CONDITIONS
FEDERAL REQUIREMENTS
PART II**

All bidders must comply with the following Federal requirements:

1. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) as stated in 24 CFR 570.601.

"No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Title."

2. Executive Order 11063, as amended.

"No person in the United States shall on the basis of race, color, religion, sex, or national origin, be discriminated against in housing (and related facilities) provided with Federal assistance and in lending practices with respect to residential property when such practices are connected with loans insured or guaranteed by the Federal Government."

3. Executive Order 11246.

- A. If the contract amount is less than ten thousand (\$10,000) dollars, the following conditions shall apply:

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

- (1) 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 actions 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 Owner setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitation 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.
- (3) The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this contract so that provisions will be binding upon each

subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

- B. If the contract amount exceeds ten thousand (\$10,000) dollars, the following conditions shall apply:
- (1) 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 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 setting forth the provisions of this nondiscrimination clause.
 - (2) 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.
 - (3) 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.
 - (4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965; and the rules, regulations and relevant orders of the Secretary of Labor.
 - (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Contracting Agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
 - (6) 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 canceled, 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 of 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, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

- (7) The Contractor will include the portion of the sentence immediately preceding paragraph (B-1) and the provisions of paragraphs (B-1) through (B-6) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Contracting Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Contracting Agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246):

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

Goals and Timetables for Minority Participation for Each Trade	<u>5%</u>	Goals and Timetables for Female Participation in Each Trade	<u>3%</u>
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These goals are applicable to all the Contractor's Construction work (whether or not it is Federal or Federally assisted) performed in the covered area.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4, shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4, Paragraph 3(a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

- (3) The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of ten thousand (\$10,000) dollars, at any tier for

construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

- (4) As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is listed under General Specifications Special Conditions Part III 301. Project Site.

**Standard Federal Equal Employment Opportunity Construction Contract Specifications
(Executive Order 11246)**

- (1) As used in these specifications:
 - (a) "Covered area" means the geographical area described in the solicitation from this contract resulted;
 - (b) "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - (c) "Employer Identification Number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - (d) "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable affiliations through membership and participation or community identification).
- (2) Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of ten thousand (10,000) dollars the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitation from which this contract resulted.

- (3) If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO Clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
- (4) The Contractor shall implement the specific affirmative action standards provided in paragraphs (7a) through (7p) of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization, the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.
- (5) Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligation under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
- (6) In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
- (7) The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its efforts to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - (a) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and

other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

- (b) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- (c) Maintain a current file of names, addresses, and telephone numbers of each minority and female off-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or referred, not employed by the Contractor, this shall be documented on file with the reason therefore, along with whatever additional actions the Contractor may have taken.
- (d) Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or women sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligation.
- (e) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- (f) Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on the bulletin boards accessible to all employees at each location where construction work is performed.
- (g) Review at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings,

persons attending, subject matter discussed, and in disposition of the subject matter.

- (h) Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- (i) Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one (1) month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment sources, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- (j) Encourage present minority and female employees to recruit other minority persons and women, and where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a contractor's work force.
- (k) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- (l) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc. such opportunities.
- (m) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO specifications are being carried out.
- (n) Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- (o) Document and maintain a record of all solicitation of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

- (p) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
- (8) Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a) through (7p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
- (9) A single goal for minorities and a separate goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific group of women is underutilized).
- (10) The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- (11) The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
- (12) The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246 as amended, and its implementing regulations by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
- (13) The Contractor, in fulfilling its obligations under these specifications shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph (7) of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the

implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4-8.

(14) The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation, if any, employee identification number when assigned, social security number, race, sex, status (e.g. mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rates of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

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

4. Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et. seq.)

The Contractor, if the contract is in excess of \$2,000, and any of his subcontractors, shall comply with section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations contained in 29 CFR Part 5.

Under Section 103 of the Act, the Contractor and any of his subcontractors, shall be required to compute the wages of every mechanic and laborer on the basis of standard work day of eight hours and a standard work week of forty hours. Work in excess of the standard work week is permissible, provided the worker is compensated at a rate not less than one and one-half (1 1/2) times the basic rate of pay for all hours worked in excess of forty (40) hours in any week. Section 5 of the Federal Labor Standards Provisions, as shown below, sets forth the Section 103 requirements.

Section 107 of the Act provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to his health and safety, as determined under construction, safe and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market.

5. Federal Labor Standards Provisions.

Pennsylvania Department of Community and Economic Development Community Development Block Grant Program.

1. Applicability

The Project or Program to which the work covered by this contract pertains is being assisted by the Pennsylvania Community Development Block Grant Program and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

2. Minimum Wage Rates for Laborers and Mechanics

A. Minimum Wages.

- (1) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account, the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits on behalf of laborers or mechanics; also, regular contributions made or costs incurred for more than a weekly period (but not less than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill. Laborers and mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination shall be posted at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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

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

- (2) The classification is utilized in the area by the construction industry; and
 - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (b) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and DCED or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate) a report of the action taken shall be sent by DCED or its designee to the administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within thirty (30) days of receipt and so advise DCED or its designee with the thirty (30) day period that additional time is necessary.
 - (c) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and DCED or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), DCED or its designee shall refer the questions, including the views of all interested parties and the recommendations of DCED or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within thirty (30) days of receipt and so advise DCED or its designee with the 30-day period that additional time is necessary.
 - (d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1) (b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (3) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
 - (4) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under the plan or program, provided that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards have been met. The Secretary of Labor may

require the Contractor to set aside in a separate account, assets for the meeting of obligations under the plan or program.

- B. Withholding: DCED or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other assisted contract subject to prevailing wage requirements, which is held by the same prime Contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including an apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, DCED or its designee may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. DCED or its designee may, after written notice to the Contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due.
- C. Payrolls and Basic Records:
- (1) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof, daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records that show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
 - (2)(a) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to DCED or its designee if the agency is a party to the contract, but if the agency is not such a party, the

Contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to DCED or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington D.C. 20402. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.

- (b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor subcontractor or his or her agent who pays or supervises the payment of persons employed under the contract and shall certify the following:
 - (1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR Part 5.5(a)(3)(i) and that such information is correct and complete;
 - (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;
 - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated in the contract.
 - (c) The weekly submission of properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by 29 CFR Part 5.5, paragraph A.3(ii)(b).
- (3) The Contractor or subcontractor shall make the records required under 29 CFR Part 5.5, paragraph A.3(i) of this section available for inspection, copying, or transcription by authorized representatives of DCED or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, DCED or its designee may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR Part 5.12.

D. Apprentices and Trainees.

- (1) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first ninety (90) days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman's hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (2) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidence by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted

under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of the training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (3) Equal Employment Opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- e. Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in the contract.
 - f. Subcontracts. The Contractor or subcontractor will insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as DCED or its designee may by appropriate instruction require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all contract clauses in 29 CFR Part 5.5.
 - g. Contract termination; debarment. A breach of the contract clauses in 29 CFR Part 5.5 may be grounds for termination of the contract, and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.
 - h. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the

Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and DCED or its designee, the U.S. Department of Labor, or the employees or their representatives.

J. Certification of Eligibility.

- (1) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts.
- (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract.
- (3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C. "Federal Housing Administration transaction", provides in part: "Whoever, for the purpose of.... influencing in any way the action of such Administration.... makes, utters or publishes any statement, knowing the same to be false... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

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

3. Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

- A. Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of forty hours in such work week unless such laborer or mechanic received compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such work week.
- B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (a) of this paragraph, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen

and guards, employed in violation of the clause set forth in subparagraph (a) of this paragraph, in the sum of ten (\$10) dollars for each calendar day on which the individual was required or permitted to work in excess of the standard work week of forty (40) hours without payment of the overtime wages required by the clause set forth in subparagraph (a) of this paragraph.

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

4. Health and Safety.

- A. No laborer or mechanic shall be required to work in surroundings or underworking conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
- B. The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly Part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96).
- C. The Contractor shall include the provisions of this Article in every subcontractor's contract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of the Department of Community And Economic Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

6. Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1801 u).

- 1. This agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1801 u) as amended. The Section 3 clause provides:

Every applicant, recipient, contracting party, contractor, and subcontractor shall incorporate, or cause to be incorporated in all contracts for work in connection with a Section 3 covered project, the following clause (referred to as a Section 3 clause):

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall to the greatest extent feasible, be directed to low- and very low-

income persons, particularly persons who are recipients of HUD assistance for housing.

- B. The parties to the contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to the contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- C. The Contractor agrees to send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or worker's representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Sections 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions and the anticipated date the work shall begin.
- 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 a 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.

7. Lead Based Paint Requirements.

Title IV of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831) prohibits the use of lead-based paint in residential structures constructed or rehabilitated with Federal assistance in any form.

8. Clean Air and Clean Water Acts.

This Agreement is subject to the requirements of the Clean Air Act, as amended, 42 U.S.C. 1857 et. seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time.

The Contractor and any of its subcontractors for work funded under the Agreement which is excess of \$100,000 agree to the following requirements:

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

9. Energy Conservation Provisions.

Contractors must recognize mandatory standards and policies relating to energy efficiency contained in the Cost Effective Energy Conservation Measures.

10. Section 109 of the Housing and Community Development Act of 1974.

"No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Title."

11. Minority/Women's Business Enterprise.

A. Participation Level.

- (1) The Owner has established minimum participation levels (MPLs) at 5% for minority business enterprises (MBE) and 3% for women business enterprises (WBE) for this project to be used solely 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.

- (2) MBE/WBE subcontracts and manufacturers will be credited toward the minimum level at 100%. Stocking suppliers are credited at 100%. Non-stocking suppliers which are commonly and ordinarily the custom in the industry and a part of the industry's trade practices are credited at 100%; non-stocking suppliers which are not commonly and ordinarily the custom in the industry nor a part of the industry's trade practice are not credited.
- (3) A firm which is both an MBE and a 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 Contact/Solicitation and Commitment Statement whether the firm is being listed as either an MBE or a WBE.
- (4) 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.
- (5) MBE/WBE subcontractors must perform at least seventy-five percent (75%) of the cost of the subcontract, not including the cost of materials, with its own employees.

B. Responsiveness.

- (1) Bidders must complete and submit Form DCED-CCD-286 with the bid. Failure to submit this form with the bid, will result in the bid being rejected as nonresponsive.
- (2) A bidder should only solicit MBE/WBE subcontractors, vendors, manufacturers, or suppliers whose services, material, or supplies are within the scope of work and which the bidder reasonably believes it will choose to subcontract with or purchase from.
- (3) 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 solicitations and utilization of MBE/WBE contained on the solicitation list provided by the owner 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:
 - (a) 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, reason(s) why no such solicitation was made;
 - (b) 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;
 - (c) In any case where no quotations are received no commitments made to MBE or WBE firm, indicate on Form DCED-CCD-286 that no quotes were received, and if there is another reason for no commitments being made, the reason for the lack of commitments.

- (4) If the bidder fails to submit such evidence, the bid submission shall be considered non-responsive and the bid rejected.
- (5) Information related to the above may be submitted on Form DCED-CCD-286 or on additional paper.

C. Responsibility.

- (1) 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, bidder will be presumed not to have discriminated in their selections. Where the MPLs are not met, the Owner will determine whether discrimination has occurred. If, after investigation including a review of Form DCED-CCD-286, it is found that discrimination has occurred, the reviewed bidder shall thereby be deemed to be not responsible and the bid will be rejected.
- (2) Documentation submitted by the bidder should meet the following standards for review:
 - (a) The bidder whose actions resulted in a limited or no commitment to MBEs/WBEs was not motivated by consideration of race or gender.
 - (b) MBEs/WBEs were not treated less favorably than other businesses in the contract solicitation and commitment process.
 - (c) Solicitation and commitment decisions were not based upon policies which disparately affect MBEs/WBEs.
- (3) 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 preapproved by the Owner or the administering agency performing the evaluation of the invitation for Bid.

D. Access to Information.

The Owner 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.

E. MBE/WBE Certification.

- (1) Bidders will not be given credit for MBEs/WBEs which are not certified by the State Minority and Women Business Enterprise Office (MWBEO).

- (2) Under the State Act of December 21, 1984, No. 230, P. L. 210, 18 PA. C.S.A. 4107.2 a person commits a felony of the third degree if, in the course of business, he/she engages in deception relating to MBE/WBE certification.

F. Recordkeeping and Reporting.

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 Owner may make periodic reviews of records pertaining to relevant contracts.

The prime contractor must provide the Owner 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.

MBE/WBE Subcontractors must provide the Owner 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.

12. Age Discrimination Act of 1975.

No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial assistance.

13. Section 504 of the Rehabilitation Act of 1973.

"No qualified individual with handicaps shall, solely on the basis of handicaps, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives Federal financial assistance.

STATE REQUIREMENTS

All bidders must also comply with the following State requirements:

14. Pennsylvania Steel Products Procurement Act (No. 178-3)

If any steel products are to be used or supplied in the performance of the Contract, only steel products produced in the United States shall be used or supplied in the performance of the Contract or any subcontracts thereunder. This provision shall not apply in any case where the head of the public agency, in writing, determines that the type of steel products necessary to

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

15. Pennsylvania Human Relations Act, as amended.

- A. 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 or sex.

CONTRACTOR shall take affirmative action to ensure 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 or sex. 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.

CONTRACTOR 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 provisions of this nondiscrimination clause.

- B. CONTRACTOR 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 or sex.
- C. CONTRACTOR shall send each labor union or workers' representative with which it has a collective bargaining agreement or other contract understanding, a notice advising said labor union or workers' representative of its commitment to this non-discrimination clause.

Similar notice shall be sent to every other source or recruitment regularly utilized by CONTRACTOR.

- D. It shall be no defense to a finding of non-compliance with the Contract Compliance Regulations issued by the Pennsylvania Human Relations Commission of this non-discrimination clause that CONTRACTOR had delegated some of its employment practices to any union, training program or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicated that the CONTRACTOR was not on notice of the third party discrimination or made a good effort to correct it, such factor shall be considered in mitigation in determining appropriate sanctions.
- E. 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 that CONTRACTOR will be unable to meet its obligations under the Contract Compliance Regulations issued by the Pennsylvania Human Relations Commission, or this non-discrimination clause, CONTRACTOR shall then employ and fill vacancies through other non-discriminatory employment procedures.

- F. CONTRACTOR shall comply with the Contract Compliance Regulations of the Pennsylvania Human Relations Commission, 16 PA Code Chapter 49 and with all laws prohibiting discrimination in hiring or employment opportunities. In the event of CONTRACTOR's non-compliance with the non-discrimination clause of this CONTRACT or with any such laws, this CONTRACT may, after hearing and adjudication, be terminated or suspended, in whole or in part, and CONTRACTOR may be declared temporarily ineligible for further COMMONWEALTH contracts, and such other sanctions may be imposed and remedies invoked as provided by the Contract Compliance Regulations.
- G. CONTRACTOR shall furnish all necessary employment documents and records to, and permit access to its books, records, and accounts by, the contracting agency and the Human Relations Commission, for purposes of investigation to ascertain compliance with the provisions of the Contract Compliance Regulations, pursuant to §49.35 of these Regulations. If CONTRACTOR does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the contracting agency or the Commission.
- H. CONTRACTOR shall actively recruit minority subcontractors or subcontractors with substantial minority representation among their employees.
- I. CONTRACTOR shall include the provisions of this non-discrimination clause in every subcontract, so that provisions will be binding upon each subcontractor.
- J. CONTRACTOR's obligations under this clause are limited to CONTRACTOR'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 produced.

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

Project Name:	Bloom Avenue Culvert Replacement Project
Awarding Agency:	City of Scranton
Contract Award Date:	7/15/2021
Serial Number:	21-04543
Project Classification:	Highway
Determination Date:	6/7/2021
Assigned Field Office:	Scranton
Field Office Phone Number:	(570)963-4577
Toll Free Phone Number:	(877)214-3962
Project County:	Lackawanna County

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

Project: 21-04543 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Asbestos & Insulation Workers	7/1/2016		\$32.48	\$18.52	\$51.00
Asbestos & Insulation Workers	7/1/2018		\$32.83	\$19.17	\$52.00
Asbestos & Insulation Workers	7/1/2019		\$33.33	\$19.67	\$53.00
Asbestos & Insulation Workers	7/1/2020		\$33.33	\$20.67	\$54.00
Asbestos & Insulation Workers	7/1/2021		\$34.58	\$20.67	\$55.25
Asbestos & Insulation Workers	7/1/2022		\$35.83	\$20.67	\$56.50
Boilermaker (Commercial, Institutional, and Minor Repair Work)	3/1/2017		\$28.52	\$18.22	\$46.74
Boilermaker (Commercial, Institutional, and Minor Repair Work)	3/1/2018		\$29.52	\$18.22	\$47.74
Boilermaker (Commercial, Institutional, and Minor Repair Work)	1/1/2019		\$29.26	\$18.48	\$47.74
Boilermakers	1/1/2018		\$46.26	\$33.36	\$79.62
Boilermakers	3/1/2018		\$45.89	\$33.73	\$79.62
Boilermakers	1/1/2019		\$45.51	\$34.11	\$79.62
Boilermakers	8/1/2019		\$47.21	\$34.11	\$81.32
Boilermakers	1/1/2021		\$49.32	\$34.90	\$84.22
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	5/1/2017		\$33.82	\$16.56	\$50.38
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	5/1/2018		\$34.44	\$16.74	\$51.18
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	5/1/2019		\$35.15	\$16.93	\$52.08
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	5/3/2020		\$34.94	\$18.14	\$53.08
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	5/1/2021		\$36.82	\$17.36	\$54.18
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	5/1/2016		\$28.53	\$16.08	\$44.61
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2018		\$29.53	\$17.43	\$46.96
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	5/1/2019		\$30.18	\$17.93	\$48.11
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	5/1/2020		\$30.88	\$18.43	\$49.31
Cement Finishers & Plasterers	5/2/2021		\$29.02	\$18.48	\$47.50
Cement Finishers	6/1/2016		\$32.43	\$11.35	\$43.78
Cement Masons	5/1/2019		\$34.08	\$13.00	\$47.08
Cement Masons	6/1/2020		\$34.78	\$13.50	\$48.28
Drywall Finisher	5/1/2017		\$27.81	\$18.17	\$45.98
Drywall Finisher	5/1/2019		\$28.61	\$20.04	\$48.65
Drywall Finisher	5/1/2020		\$29.19	\$20.71	\$49.90
Drywall Finisher	5/1/2021		\$29.58	\$21.57	\$51.15
Electricians	6/1/2017		\$35.94	\$21.70	\$57.64
Electricians	6/1/2018	5/31/2019	\$35.36	\$20.48	\$55.84
Electricians	6/1/2019	5/31/2020	\$36.36	\$21.16	\$57.52
Electricians	6/1/2020		\$37.36	\$21.89	\$59.25
Electricians	6/1/2021		\$37.36	\$23.39	\$60.75

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

Project: 21-04543 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Elevator Constructor	1/1/2016		\$45.04	\$30.28	\$75.32
Elevator Constructor	1/1/2018		\$47.48	\$33.00	\$80.48
Glazier	5/1/2016		\$29.02	\$15.51	\$44.53
Glazier	5/1/2019	4/30/2020	\$29.57	\$17.36	\$46.93
Glazier	5/1/2020	4/30/2021	\$29.57	\$18.36	\$47.93
Glazier	5/1/2021		\$29.57	\$19.36	\$48.93
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2017		\$32.32	\$28.42	\$60.74
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2018		\$33.07	\$28.42	\$61.49
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2019		\$32.76	\$29.88	\$62.64
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2020		\$33.76	\$30.13	\$63.89
Laborers (Class 01 - See notes)	5/1/2017		\$21.15	\$16.88	\$38.03
Laborers (Class 01 - See notes)	5/1/2018		\$21.40	\$17.63	\$39.03
Laborers (Class 01 - See notes)	5/1/2019	4/30/2020	\$21.70	\$18.33	\$40.03
Laborers (Class 01 - See notes)	5/1/2020		\$22.05	\$19.32	\$41.37
Laborers (Class 01 - See notes)	5/2/2021		\$22.65	\$19.53	\$42.18
Laborers (Class 01 - See notes)	5/1/2022		\$25.82	\$20.33	\$46.15
Laborers (Class 01 - See notes)	4/30/2023		\$26.32	\$21.03	\$47.35
Laborers (Class 02 - See notes)	5/1/2017		\$23.15	\$16.88	\$40.03
Laborers (Class 02 - See notes)	5/1/2018		\$23.40	\$17.63	\$41.03
Laborers (Class 02 - See notes)	5/1/2019		\$23.70	\$18.33	\$42.03
Laborers (Class 02 - See notes)	5/1/2020		\$24.05	\$19.03	\$43.08
Laborers (Class 02 - See notes)	5/3/2020		\$26.47	\$19.03	\$45.50
Laborers (Class 02 - See notes)	5/2/2021		\$24.65	\$19.53	\$44.18
Laborers (Class 02 - See notes)	5/1/2022		\$27.32	\$20.33	\$47.65
Laborers (Class 02 - see notes)	4/30/2023		\$27.82	\$21.03	\$48.85
Laborers (Class 03 - See notes)	5/1/2017		\$23.67	\$17.17	\$40.84
Laborers (Class 03 - See notes)	5/1/2018		\$24.02	\$17.92	\$41.94
Laborers (Class 03 - See notes)	5/1/2019		\$24.47	\$18.62	\$43.09
Laborers (Class 03 - See notes)	5/3/2020		\$26.97	\$19.03	\$46.00
Laborers (Class 03 - See notes)	5/2/2021		\$25.42	\$19.53	\$44.95
Laborers (Class 03 - See notes)	5/1/2022		\$27.82	\$20.33	\$48.15
Laborers (Class 03 - See notes)	4/30/2023		\$28.32	\$21.03	\$49.35
Laborers (Class 04 - See notes)	5/1/2017		\$25.17	\$17.17	\$42.34
Laborers (Class 04 - See notes)	5/1/2018		\$25.52	\$17.92	\$43.44
Laborers (Class 04 - See notes)	5/1/2019		\$25.97	\$18.62	\$44.59
Laborers (Class 04 - See notes)	5/3/2020		\$24.62	\$19.03	\$43.65
Laborers (Class 04 - See notes)	5/2/2021		\$26.72	\$19.53	\$46.25
Laborers (Class 04 - See notes)	5/1/2022		\$25.47	\$20.33	\$45.80
Laborers (Class 04 - See notes)	4/30/2023		\$25.97	\$21.03	\$47.00
Laborers (Class 05 - See notes)	5/1/2017		\$25.67	\$17.17	\$42.84
Laborers (Class 05 - See notes)	5/1/2018		\$26.02	\$17.92	\$43.94
Laborers (Class 05 - See notes)	5/1/2019		\$23.70	\$18.33	\$42.03

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

Project: 21-04543 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Laborers (Class 05 - See notes)	5/1/2020		\$24.05	\$19.03	\$43.08
Laborers (Class 05 - See notes)	5/3/2020		\$26.12	\$19.03	\$45.15
Laborers (Class 05 - See notes)	5/2/2021		\$24.65	\$19.53	\$44.18
Laborers (Class 05 - See notes)	5/1/2022		\$26.97	\$20.33	\$47.30
Laborers (Class 05 - See notes)	4/30/2023		\$27.47	\$21.03	\$48.50
Laborers (Class 06 - See notes)	5/1/2017		\$23.92	\$16.88	\$40.80
Laborers (Class 06 - See notes)	5/1/2018		\$24.17	\$17.63	\$41.80
Laborers (Class 06 - See notes)	5/1/2019		\$24.47	\$18.33	\$42.80
Laborers (Class 06 - See notes)	5/1/2020		\$24.82	\$19.03	\$43.85
Laborers (Class 06 - See notes)	5/3/2020		\$26.62	\$19.03	\$45.65
Laborers (Class 06 - See notes)	5/2/2021		\$27.02	\$19.68	\$46.70
Laborers (Class 06 - See notes)	5/1/2022		\$27.47	\$20.33	\$47.80
Laborers (Class 06 - See notes)	4/30/2023		\$27.97	\$21.03	\$49.00
Marble Mason	5/1/2017		\$31.03	\$15.10	\$46.13
Marble Mason	5/1/2018		\$31.85	\$15.28	\$47.13
Marble Mason	5/1/2019		\$32.66	\$15.47	\$48.13
Marble Mason	5/1/2020		\$33.45	\$15.68	\$49.13
Marble Mason	5/1/2021		\$34.23	\$15.90	\$50.13
Millwright	5/1/2017		\$33.79	\$18.16	\$51.95
Millwright	5/1/2018	4/30/2019	\$34.41	\$18.64	\$53.05
Millwright	5/1/2019	4/30/2020	\$35.30	\$18.90	\$54.20
Millwright	5/1/2020		\$36.04	\$19.31	\$55.35
Operators (Building, Class 01 - See Notes)	5/1/2017		\$35.24	\$24.58	\$59.82
Operators (Building, Class 01 - See Notes)	5/1/2018		\$36.78	\$25.03	\$61.81
Operators (Building, Class 01 - See Notes)	5/1/2019		\$36.78	\$27.03	\$63.81
Operators (Building, Class 01 - See Notes)	5/1/2020		\$38.32	\$27.49	\$65.81
Operators (Building, Class 01 - See Notes)	5/1/2021		\$39.87	\$27.94	\$67.81
Operators (Building, Class 01A - See Notes)	5/1/2017		\$37.49	\$25.23	\$62.72
Operators (Building, Class 01A - See Notes)	5/1/2018		\$39.03	\$25.69	\$64.72
Operators (Building, Class 01A - See Notes)	5/1/2019		\$39.03	\$27.69	\$66.72
Operators (Building, Class 01A - See Notes)	5/1/2020		\$40.57	\$28.15	\$68.72
Operators (Building, Class 01A - See Notes)	5/1/2021		\$42.12	\$28.60	\$70.72
Operators (Building, Class 02 - See Notes)	5/1/2017		\$34.96	\$24.49	\$59.45
Operators (Building, Class 02 - See Notes)	5/1/2018		\$36.50	\$24.95	\$61.45
Operators (Building, Class 02 - See Notes)	5/1/2019		\$36.50	\$26.94	\$63.44
Operators (Building, Class 02 - See Notes)	5/1/2020		\$38.05	\$27.39	\$65.44
Operators (Building, Class 02 - See Notes)	5/1/2021		\$39.59	\$27.85	\$67.44
Operators (Building, Class 02A - See Notes)	5/1/2016		\$36.43	\$23.93	\$60.36
Operators (Building, Class 02A - See Notes)	5/1/2017		\$37.21	\$25.16	\$62.37
Operators (Building, Class 02A - See Notes)	5/1/2018		\$38.75	\$25.61	\$64.36
Operators (Building, Class 02A - See Notes)	5/1/2019		\$38.75	\$27.61	\$66.36
Operators (Building, Class 02A - See Notes)	5/1/2020		\$40.30	\$28.06	\$68.36
Operators (Building, Class 02A - See Notes)	5/1/2021		\$41.84	\$28.52	\$70.36
Operators (Building, Class 03 - See Notes)	5/1/2017		\$32.23	\$23.68	\$55.91

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

Project: 21-04543 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Operators (Building, Class 03 - See Notes)	5/1/2018		\$33.78	\$24.12	\$57.90
Operators (Building, Class 03 - See Notes)	5/1/2019		\$33.78	\$26.13	\$59.91
Operators (Building, Class 03 - See Notes)	5/1/2020		\$35.32	\$26.59	\$61.91
Operators (Building, Class 03 - See Notes)	5/1/2021		\$36.87	\$27.04	\$63.91
Operators (Building, Class 04 - See Notes)	5/1/2017		\$30.33	\$22.12	\$52.45
Operators (Building, Class 04 - See Notes)	5/1/2018		\$32.63	\$23.80	\$56.43
Operators (Building, Class 04 - See Notes)	5/1/2019		\$32.63	\$25.81	\$58.44
Operators (Building, Class 04 - See Notes)	5/1/2020		\$34.18	\$26.26	\$60.44
Operators (Building, Class 04 - See Notes)	5/1/2021		\$35.72	\$26.72	\$62.44
Operators (Building, Class 05 - See Notes)	5/1/2017		\$29.87	\$21.99	\$51.86
Operators (Building, Class 05 - See Notes)	5/1/2018		\$32.18	\$23.69	\$55.87
Operators (Building, Class 05 - See Notes)	5/1/2019		\$32.19	\$25.67	\$57.86
Operators (Building, Class 05 - See Notes)	5/1/2020		\$33.73	\$26.13	\$59.86
Operators (Building, Class 05 - See Notes)	5/1/2021		\$35.27	\$26.59	\$61.86
Operators (Building, Class 06 - See Notes)	5/1/2017		\$29.00	\$21.72	\$50.72
Operators (Building, Class 06 - See Notes)	5/1/2018		\$31.31	\$23.41	\$54.72
Operators (Building, Class 06 - See Notes)	5/1/2019		\$31.31	\$25.41	\$56.72
Operators (Building, Class 06 - See Notes)	5/1/2020		\$32.86	\$25.86	\$58.72
Operators (Building, Class 06 - See Notes)	5/1/2021		\$34.40	\$26.32	\$60.72
Operators (Building, Class 07A- See Notes)	5/1/2017		\$42.44	\$28.13	\$70.57
Operators (Building, Class 07A- See Notes)	5/1/2018		\$44.29	\$28.68	\$72.97
Operators (Building, Class 07A- See Notes)	5/1/2019		\$44.60	\$30.77	\$75.37
Operators (Building, Class 07A- See Notes)	5/1/2020		\$46.46	\$31.31	\$77.77
Operators (Building, Class 07A- See Notes)	5/1/2021		\$48.31	\$31.86	\$80.17
Operators (Building, Class 07B- See Notes)	5/1/2017		\$42.09	\$28.03	\$70.12
Operators (Building, Class 07B- See Notes)	5/1/2018		\$43.95	\$28.58	\$72.53
Operators (Building, Class 07B- See Notes)	5/1/2019		\$44.26	\$30.66	\$74.92
Operators (Building, Class 07B- See Notes)	5/1/2020		\$46.11	\$31.21	\$77.32
Operators (Building, Class 07B- See Notes)	5/1/2021		\$47.96	\$31.77	\$79.73
Painters Class 1 (see notes)	5/1/2017		\$27.25	\$18.17	\$45.42
Painters Class 1 (see notes)	5/1/2019		\$28.05	\$20.04	\$48.09
Painters Class 1 (see notes)	5/1/2020		\$28.63	\$20.71	\$49.34
Painters Class 1 (see notes)	5/1/2021		\$29.02	\$21.57	\$50.59
Painters Class 2 (see notes)	5/1/2017		\$30.15	\$18.17	\$48.32
Painters Class 2 (see notes)	5/1/2019		\$30.95	\$20.04	\$50.99
Painters Class 2 (see notes)	5/1/2020		\$31.53	\$20.71	\$52.24
Painters Class 2 (see notes)	5/1/2021		\$31.92	\$21.57	\$53.49
Painters Class 3 (see notes)	5/1/2017		\$36.25	\$18.17	\$54.42
Painters Class 3 (see notes)	5/1/2021		\$38.02	\$21.57	\$59.59
Pile Driver Divers (Building, Heavy, Highway)	1/1/2017		\$49.13	\$17.95	\$67.08
Pile Driver Divers (Building, Heavy, Highway)	1/1/2020		\$53.10	\$19.70	\$72.80
Pile Driver Divers (Building, Heavy, Highway)	1/1/2021		\$54.75	\$20.10	\$74.85
Pile Driver Divers (Building, Heavy, Highway)	1/1/2022		\$56.40	\$20.50	\$76.90
Piledrivers	1/1/2018		\$33.55	\$18.55	\$52.10

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

Project: 21-04543 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Piledrivers	1/1/2019		\$34.30	\$19.30	\$53.60
Piledrivers	1/1/2020		\$35.40	\$19.70	\$55.10
Piledrivers	1/1/2021		\$36.50	\$20.10	\$56.60
Piledrivers	1/1/2022		\$37.60	\$20.50	\$58.10
Plasterers	6/1/2016		\$32.94	\$10.92	\$43.86
Plasterers	5/1/2019		\$34.66	\$12.50	\$47.16
Plasterers	6/1/2020		\$35.36	\$13.00	\$48.36
Plumbers and Steamfitters	6/1/2017		\$41.24	\$20.77	\$62.01
Plumbers and Steamfitters	6/1/2018		\$42.64	\$20.77	\$63.41
Plumbers and Steamfitters	6/1/2019		\$43.54	\$21.27	\$64.81
Plumbers and Steamfitters	12/1/2020		\$44.74	\$21.82	\$66.56
Roofers	6/1/2017		\$27.50	\$19.08	\$46.58
Roofers	5/1/2019		\$29.50	\$19.81	\$49.31
Roofers	5/1/2020		\$30.25	\$20.36	\$50.61
Sheet Metal Workers	5/1/2017		\$30.61	\$22.95	\$53.56
Sheet Metal Workers	5/1/2018		\$30.63	\$23.73	\$54.36
Sheet Metal Workers	5/1/2019		\$30.79	\$25.07	\$55.86
Sheet Metal Workers	5/1/2020		\$31.04	\$26.32	\$57.36
Sheet Metal Workers	5/1/2021		\$31.60	\$27.26	\$58.86
Sprinklerfitters	4/1/2017		\$37.40	\$21.74	\$59.14
Sprinklerfitters	4/1/2018		\$38.80	\$22.74	\$61.54
Sprinklerfitters	4/1/2020		\$38.90	\$26.42	\$65.32
Terrazzo Finisher	5/1/2017		\$31.64	\$15.62	\$47.26
Terrazzo Finisher	5/1/2018		\$32.35	\$15.91	\$48.26
Terrazzo Finisher	5/1/2019		\$33.04	\$16.22	\$49.26
Terrazzo Finisher	5/1/2020		\$32.26	\$18.48	\$50.74
Terrazzo Finisher	5/1/2021		\$33.23	\$19.03	\$52.26
Terrazzo Grinder	5/1/2020		\$32.95	\$18.48	\$51.43
Terrazzo Grinder	5/1/2021		\$33.94	\$19.03	\$52.97
Terrazzo Mechanics	5/1/2020		\$32.91	\$20.11	\$53.02
Terrazzo Mechanics	5/1/2021		\$33.83	\$20.78	\$54.61
Terrazzo Setter	5/1/2017		\$30.63	\$18.85	\$49.48
Terrazzo Setter	5/1/2018		\$31.23	\$19.25	\$50.48
Terrazzo Setter	5/1/2019		\$31.81	\$19.67	\$51.48
Tile & Marble Finisher	5/1/2017		\$28.12	\$14.60	\$42.72
Tile & Marble Finisher	5/1/2018		\$28.94	\$14.78	\$43.72
Tile & Marble Finisher	5/1/2019		\$29.30	\$15.42	\$44.72
Tile & Marble Finisher	5/1/2020		\$30.54	\$15.18	\$45.72
Tile & Marble Finisher	5/1/2020		\$30.54	\$15.18	\$45.72
Tile & Marble Finisher	5/1/2021		\$31.32	\$15.40	\$46.72
Tile Setter	5/1/2017		\$31.03	\$15.10	\$46.13
Tile Setter	5/1/2018		\$31.85	\$15.28	\$47.13
Tile Setter	5/1/2019		\$32.66	\$15.47	\$48.13
Tile Setter	5/1/2020		\$33.05	\$16.08	\$49.13

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

Project: 21-04543 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Tile Setter	5/1/2020		\$33.45	\$15.68	\$49.13
Tile Setter	5/1/2021		\$34.23	\$15.90	\$50.13
Truckdriver class 1(see notes)	5/1/2017		\$34.47	\$0.00	\$34.47
Truckdriver class 1(see notes)	5/1/2018		\$35.32	\$0.00	\$35.32
Truckdriver class 1(see notes)	5/1/2019		\$36.12	\$0.00	\$36.12
Truckdriver class 2 (see notes)	5/1/2017		\$34.54	\$0.00	\$34.54
Truckdriver class 2 (see notes)	5/1/2018		\$35.39	\$0.00	\$35.39
Truckdriver class 2 (see notes)	5/1/2019		\$36.19	\$0.00	\$36.19
Truckdriver class 3 (see notes)	5/1/2017		\$35.03	\$0.00	\$35.03
Truckdriver class 3 (see notes)	5/1/2018		\$35.88	\$0.00	\$35.88
Truckdriver class 3 (see notes)	5/1/2019		\$36.68	\$0.00	\$36.68
Window Film / Tint Installer	6/1/2019		\$24.52	\$12.08	\$36.60

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

Project: 21-04543 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Carpenter and Piledriver	5/1/2018	4/30/2019	\$30.75	\$15.96	\$46.71
Carpenter and Piledriver	5/1/2019	4/30/2020	\$31.51	\$16.55	\$48.06
Carpenter and Piledriver	5/1/2020	4/30/2021	\$32.22	\$17.19	\$49.41
Carpenter and Piledriver	5/1/2021		\$33.12	\$17.74	\$50.86
Carpenters	5/1/2016		\$29.67	\$14.54	\$44.21
Carpenters	5/1/2017		\$30.12	\$15.34	\$45.46
Cement Finishers	6/1/2016		\$32.43	\$11.35	\$43.78
Electric Lineman	1/1/2018		\$55.43	\$22.48	\$77.91
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2017		\$32.32	\$28.42	\$60.74
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2018		\$33.07	\$28.42	\$61.49
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2019		\$32.76	\$29.88	\$62.64
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2020		\$33.76	\$30.13	\$63.89
Iron Workers	7/1/2016		\$29.42	\$28.78	\$58.20
Laborers (Class 01 - See notes)	5/1/2016		\$19.81	\$15.79	\$35.60
Laborers (Class 01 - See notes)	5/1/2017		\$20.36	\$16.29	\$36.65
Laborers (Class 01 - See notes)	5/1/2018		\$20.96	\$16.79	\$37.75
Laborers (Class 01 - See notes)	5/1/2019		\$21.61	\$17.29	\$38.90
Laborers (Class 01 - See notes)	5/1/2020		\$22.41	\$17.69	\$40.10
Laborers (Class 01 - See notes)	5/1/2021		\$23.21	\$18.09	\$41.30
Laborers (Class 01 - See notes)	5/1/2022		\$24.01	\$18.54	\$42.55
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)	5/1/2016		\$26.43	\$15.79	\$42.22
Laborers (Class 02 - See notes)	5/1/2017		\$26.98	\$16.29	\$43.27
Laborers (Class 02 - See notes)	5/1/2018		\$27.58	\$16.79	\$44.37
Laborers (Class 02 - See notes)	5/1/2019		\$28.23	\$17.29	\$45.52
Laborers (Class 02 - See notes)	5/1/2020		\$29.03	\$17.69	\$46.72
Laborers (Class 02 - See notes)	5/1/2021		\$29.83	\$18.09	\$47.92
Laborers (Class 02 - See notes)	5/1/2022		\$30.63	\$18.54	\$49.17
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)	5/1/2016		\$23.42	\$15.79	\$39.21
Laborers (Class 03 - See notes)	5/1/2017		\$23.97	\$16.29	\$40.26
Laborers (Class 03 - See notes)	5/1/2018		\$24.57	\$16.79	\$41.36
Laborers (Class 03 - See notes)	5/1/2019		\$25.22	\$17.29	\$42.51
Laborers (Class 03 - See notes)	5/1/2020		\$26.02	\$17.69	\$43.71
Laborers (Class 03 - See notes)	5/1/2021		\$26.82	\$18.09	\$44.91
Laborers (Class 03 - See notes)	5/1/2022		\$27.62	\$18.54	\$46.16
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)	5/1/2016		\$23.77	\$15.79	\$39.56
Laborers (Class 04 - See notes)	5/1/2017		\$24.32	\$16.29	\$40.61

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

Project: 21-04543 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Laborers (Class 04 - See notes)	5/1/2018		\$24.92	\$16.79	\$41.71
Laborers (Class 04 - See notes)	5/1/2019		\$25.57	\$17.29	\$42.86
Laborers (Class 04 - See notes)	5/1/2020		\$26.37	\$17.69	\$44.06
Laborers (Class 04 - See notes)	5/1/2021		\$27.17	\$18.09	\$45.26
Laborers (Class 04 - See notes)	5/1/2022		\$27.97	\$18.54	\$46.51
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)	5/1/2016		\$24.44	\$15.79	\$40.23
Laborers (Class 05 - See notes)	5/1/2017		\$24.99	\$16.29	\$41.28
Laborers (Class 05 - See notes)	5/1/2018		\$25.59	\$16.79	\$42.38
Laborers (Class 05 - See notes)	5/1/2019		\$26.24	\$17.29	\$43.53
Laborers (Class 05 - See notes)	5/1/2020		\$27.04	\$17.69	\$44.73
Laborers (Class 05 - See notes)	5/1/2021		\$27.84	\$18.09	\$45.93
Laborers (Class 05 - See notes)	5/1/2022		\$28.64	\$18.54	\$47.18
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)	5/1/2016		\$23.86	\$15.79	\$39.65
Laborers (Class 06 - See notes)	5/1/2017		\$24.41	\$16.29	\$40.70
Laborers (Class 06 - See notes)	5/1/2018		\$25.01	\$16.79	\$41.80
Laborers (Class 06 - See notes)	5/1/2019		\$25.66	\$17.29	\$42.95
Laborers (Class 06 - See notes)	5/1/2020		\$26.46	\$17.69	\$44.15
Laborers (Class 06 - See notes)	5/1/2021		\$27.26	\$18.09	\$45.35
Laborers (Class 06 - See notes)	5/1/2022		\$28.06	\$18.54	\$46.60
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)	5/1/2016		\$24.15	\$15.79	\$39.94
Laborers (Class 07 - See notes)	5/1/2017		\$24.70	\$16.29	\$40.99
Laborers (Class 07 - See notes)	5/1/2018		\$25.30	\$16.79	\$42.09
Laborers (Class 07 - See notes)	5/1/2019		\$25.95	\$17.29	\$43.24
Laborers (Class 07 - See notes)	5/1/2020		\$26.75	\$17.69	\$44.44
Laborers (Class 07 - See notes)	5/1/2021		\$27.55	\$18.09	\$45.64
Laborers (Class 07 - See notes)	5/1/2022		\$28.35	\$18.54	\$46.89
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)	5/1/2016		\$24.63	\$15.79	\$40.42
Laborers (Class 08 - See notes)	5/1/2017		\$25.18	\$16.29	\$41.47
Laborers (Class 08 - See notes)	5/1/2018		\$25.78	\$16.79	\$42.57
Laborers (Class 08 - See notes)	5/1/2019		\$26.43	\$17.29	\$43.72
Laborers (Class 08 - See notes)	5/1/2020		\$27.23	\$17.69	\$44.92
Laborers (Class 08 - See notes)	5/1/2021		\$28.03	\$18.09	\$46.12
Laborers (Class 08 - See notes)	5/1/2022		\$28.83	\$18.54	\$47.37
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
Operators (Heavy, Class 01 - See Notes)	5/1/2016		\$32.16	\$22.64	\$54.80

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

Project: 21-04543 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Operators (Heavy, Class 01 - See Notes)	5/1/2017		\$33.80	\$24.16	\$57.96
Operators (Heavy, Class 01 - See Notes)	5/1/2018		\$35.35	\$24.61	\$59.96
Operators (Heavy, Class 01 - See Notes)	5/1/2019		\$35.35	\$26.61	\$61.96
Operators (Heavy, Class 01 - See Notes)	5/1/2020		\$36.90	\$27.06	\$63.96
Operators (Heavy, Class 01 - See Notes)	5/1/2021		\$38.44	\$27.52	\$65.96
Operators (Heavy, Class 01A - See Notes)	5/1/2017		\$36.05	\$24.82	\$60.87
Operators (Heavy, Class 01A - See Notes)	5/1/2018		\$37.60	\$25.27	\$62.87
Operators (Heavy, Class 01A - See Notes)	5/1/2019		\$37.60	\$27.27	\$64.87
Operators (Heavy, Class 01A - See Notes)	5/1/2020		\$39.14	\$27.73	\$66.87
Operators (Heavy, Class 01A - See Notes)	5/1/2021		\$40.69	\$28.18	\$68.87
Operators (Heavy, Class 02 - See Notes)	5/1/2017		\$33.52	\$24.07	\$57.59
Operators (Heavy, Class 02 - See Notes)	5/1/2018		\$35.07	\$24.52	\$59.59
Operators (Heavy, Class 02 - See Notes)	5/1/2019		\$35.07	\$26.52	\$61.59
Operators (Heavy, Class 02 - See Notes)	5/1/2020		\$36.61	\$26.98	\$63.59
Operators (Heavy, Class 02 - See Notes)	5/1/2021		\$38.16	\$27.43	\$65.59
Operators (Heavy, Class 02A - See Notes)	5/1/2017		\$35.78	\$24.72	\$60.50
Operators (Heavy, Class 02A - See Notes)	5/1/2018		\$37.32	\$25.19	\$62.51
Operators (Heavy, Class 02A - See Notes)	5/1/2019		\$37.32	\$27.19	\$64.51
Operators (Heavy, Class 02A - See Notes)	5/1/2020		\$38.87	\$27.64	\$66.51
Operators (Heavy, Class 02A - See Notes)	5/1/2021		\$40.41	\$28.10	\$68.51
Operators (Heavy, Class 03 - See Notes)	5/1/2017		\$30.60	\$23.21	\$53.81
Operators (Heavy, Class 03 - See Notes)	5/1/2018		\$32.15	\$23.66	\$55.81
Operators (Heavy, Class 03 - See Notes)	5/1/2019		\$32.15	\$25.66	\$57.81
Operators (Heavy, Class 03 - See Notes)	5/1/2020		\$33.69	\$26.12	\$59.81
Operators (Heavy, Class 03 - See Notes)	5/1/2021		\$35.24	\$26.57	\$61.81
Operators (Heavy, Class 04 - See Notes)	5/1/2017		\$29.47	\$22.88	\$52.35
Operators (Heavy, Class 04 - See Notes)	5/1/2018		\$31.01	\$23.32	\$54.33
Operators (Heavy, Class 04 - See Notes)	5/1/2019		\$31.01	\$25.33	\$56.34
Operators (Heavy, Class 04 - See Notes)	5/1/2020		\$32.55	\$25.79	\$58.34
Operators (Heavy, Class 04 - See Notes)	5/1/2021		\$34.10	\$26.24	\$60.34
Operators (Heavy, Class 05 - See Notes)	5/1/2017		\$29.02	\$22.74	\$51.76
Operators (Heavy, Class 05 - See Notes)	5/1/2018		\$30.56	\$23.20	\$53.76
Operators (Heavy, Class 05 - See Notes)	5/1/2019		\$30.56	\$25.20	\$55.76
Operators (Heavy, Class 05 - See Notes)	5/1/2020		\$32.11	\$25.65	\$57.76
Operators (Heavy, Class 05 - See Notes)	5/1/2021		\$33.65	\$26.11	\$59.76
Operators (Heavy, Class 06 - See Notes)	5/1/2017		\$28.14	\$22.49	\$50.63
Operators (Heavy, Class 06 - See Notes)	5/1/2018		\$29.68	\$22.93	\$52.61
Operators (Heavy, Class 06 - See Notes)	5/1/2019		\$29.68	\$24.94	\$54.62
Operators (Heavy, Class 06 - See Notes)	5/1/2020		\$31.23	\$25.39	\$56.62
Operators (Heavy, Class 06 - See Notes)	5/1/2021		\$32.77	\$25.84	\$58.61
Operators (Heavy, Class 07A - See Notes)	5/1/2017		\$40.73	\$27.63	\$68.36
Operators (Heavy, Class 07A - See Notes)	5/1/2018		\$42.58	\$28.18	\$70.76
Operators (Heavy, Class 07A - See Notes)	5/1/2019		\$42.89	\$30.27	\$73.16
Operators (Heavy, Class 07A - See Notes)	5/1/2020		\$44.74	\$30.82	\$75.56

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

Project: 21-04543 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Operators (Heavy, Class 07A - See Notes)	5/1/2021		\$46.59	\$31.37	\$77.96
Operators (Heavy, Class 07B - See Notes)	5/1/2017		\$40.38	\$27.53	\$67.91
Operators (Heavy, Class 07B - See Notes)	5/1/2018		\$42.23	\$28.09	\$70.32
Operators (Heavy, Class 07B - See Notes)	5/1/2019		\$42.54	\$30.17	\$72.71
Operators (Heavy, Class 07B - See Notes)	5/1/2020		\$44.39	\$30.72	\$75.11
Operators (Heavy, Class 07B - See Notes)	5/1/2021		\$46.25	\$31.26	\$77.51
Operators (Highway, Class 01 - See Notes)	5/1/2016		\$32.16	\$22.64	\$54.80
Operators (Highway, Class 01 - See Notes)	5/1/2017		\$32.93	\$23.87	\$56.80
Operators (Highway, Class 01 - See Notes)	5/1/2018		\$34.47	\$24.33	\$58.80
Operators (Highway, Class 01 - See Notes)	5/1/2019		\$34.47	\$26.33	\$60.80
Operators (Highway, Class 01 - See Notes)	5/1/2020		\$37.56	\$25.24	\$62.80
Operators (Highway, Class 01 - See Notes)	5/1/2021		\$39.10	\$25.70	\$64.80
Operators (Highway, Class 01a - See Notes)	5/1/2017		\$35.18	\$24.56	\$59.74
Operators (Highway, Class 01a - See Notes)	5/1/2018		\$36.72	\$25.01	\$61.73
Operators (Highway, Class 01a - See Notes)	5/1/2019		\$36.72	\$27.01	\$63.73
Operators (Highway, Class 01a - See Notes)	5/1/2020		\$39.81	\$25.92	\$65.73
Operators (Highway, Class 01a - See Notes)	5/1/2021		\$41.35	\$26.38	\$67.73
Operators (Highway, Class 02 - See Notes)	5/1/2016		\$30.98	\$22.31	\$53.29
Operators (Highway, Class 02 - See Notes)	5/1/2017		\$31.75	\$23.53	\$55.28
Operators (Highway, Class 02 - See Notes)	5/1/2018		\$33.30	\$23.98	\$57.28
Operators (Highway, Class 02 - See Notes)	5/1/2019		\$33.29	\$25.99	\$59.28
Operators (Highway, Class 02 - See Notes)	5/1/2020		\$36.38	\$24.90	\$61.28
Operators (Highway, Class 02 - See Notes)	5/1/2021		\$37.93	\$25.35	\$63.28
Operators (Highway, Class 03 - See Notes)	5/1/2016		\$30.28	\$22.10	\$52.38
Operators (Highway, Class 03 - See Notes)	5/1/2017		\$31.06	\$23.32	\$54.38
Operators (Highway, Class 03 - See Notes)	5/1/2018		\$32.59	\$23.80	\$56.39
Operators (Highway, Class 03 - See Notes)	5/1/2019		\$32.59	\$25.79	\$58.38
Operators (Highway, Class 03 - See Notes)	5/1/2020		\$35.69	\$24.69	\$60.38
Operators (Highway, Class 03 - See Notes)	5/1/2021		\$35.24	\$26.57	\$61.81
Operators (Highway, Class 03 - See Notes)	5/1/2021		\$37.23	\$25.16	\$62.39
Operators (Highway, Class 04 - See Notes)	5/1/2016		\$29.82	\$21.98	\$51.80
Operators (Highway, Class 04 - See Notes)	5/1/2017		\$30.60	\$23.20	\$53.80
Operators (Highway, Class 04 - See Notes)	5/1/2018		\$32.14	\$23.66	\$55.80
Operators (Highway, Class 04 - See Notes)	5/1/2019		\$32.14	\$25.66	\$57.80
Operators (Highway, Class 04 - See Notes)	5/1/2020		\$35.23	\$24.57	\$59.80
Operators (Highway, Class 04 - See Notes)	5/1/2021		\$36.77	\$25.03	\$61.80
Operators (Highway, Class 05 - See Notes)	5/1/2016		\$29.31	\$21.83	\$51.14
Operators (Highway, Class 05 - See Notes)	5/1/2017		\$30.08	\$23.06	\$53.14
Operators (Highway, Class 05 - See Notes)	5/1/2018		\$31.63	\$23.51	\$55.14
Operators (Highway, Class 05 - See Notes)	5/1/2019		\$31.63	\$25.51	\$57.14
Operators (Highway, Class 05 - See Notes)	5/1/2020		\$34.72	\$24.42	\$59.14
Operators (Highway, Class 05 - See Notes)	5/1/2021		\$36.26	\$24.87	\$61.13
Operators (Highway, Class 06 - See Notes)	5/1/2016		\$32.40	\$22.70	\$55.10
Operators (Highway, Class 06 - See Notes)	5/1/2017		\$33.17	\$23.94	\$57.11

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

Project: 21-04543 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Operators (Highway, Class 06 - See Notes)	5/1/2018		\$34.71	\$24.39	\$59.10
Operators (Highway, Class 06 - See Notes)	5/1/2019		\$34.71	\$26.39	\$61.10
Operators (Highway, Class 06 - See Notes)	5/1/2020		\$36.25	\$26.85	\$63.10
Operators (Highway, Class 06 - See Notes)	5/1/2021		\$39.33	\$25.78	\$65.11
Operators (Highway, Class 06/A - See Notes)	5/1/2016		\$34.65	\$23.36	\$58.01
Operators (Highway, Class 06/A - See Notes)	5/1/2017		\$35.42	\$24.59	\$60.01
Operators (Highway, Class 06/A - See Notes)	5/1/2018		\$36.96	\$25.05	\$62.01
Operators (Highway, Class 06/A - See Notes)	5/1/2019		\$36.96	\$27.05	\$64.01
Operators (Highway, Class 06/A - See Notes)	5/1/2020		\$40.04	\$25.97	\$66.01
Operators (Highway, Class 06/A - See Notes)	5/1/2021		\$41.58	\$26.43	\$68.01
Operators (Highway, Class 07/A - See Notes)	5/1/2016		\$38.56	\$25.99	\$64.55
Operators (Highway, Class 07/A - See Notes)	5/1/2017		\$39.66	\$27.31	\$66.97
Operators (Highway, Class 07/A - See Notes)	5/1/2018		\$41.52	\$27.84	\$69.36
Operators (Highway, Class 07/A - See Notes)	5/1/2019		\$41.82	\$29.95	\$71.77
Operators (Highway, Class 07/A - See Notes)	5/1/2020		\$45.23	\$28.94	\$74.17
Operators (Highway, Class 07/A - See Notes)	5/1/2021		\$47.08	\$29.49	\$76.57
Operators (Highway, Class 07/B - See Notes)	5/1/2016		\$37.17	\$25.57	\$62.74
Operators (Highway, Class 07/B - See Notes)	5/1/2017		\$38.25	\$26.89	\$65.14
Operators (Highway, Class 07/B - See Notes)	5/1/2018		\$40.10	\$27.44	\$67.54
Operators (Highway, Class 07/B - See Notes)	5/1/2019		\$40.41	\$29.53	\$69.94
Operators (Highway, Class 07/B - See Notes)	5/1/2020		\$43.81	\$28.53	\$72.34
Operators (Highway, Class 07/B - See Notes)	5/1/2021		\$45.66	\$29.08	\$74.74
Painters Class 2 (see notes)	5/1/2020		\$31.53	\$20.71	\$52.24
Painters Class 3 (see notes)	5/1/2019		\$37.05	\$20.04	\$57.09
Painters Class 3 (see notes)	5/1/2020		\$37.63	\$20.71	\$58.34
Pile Driver Drivers (Building, Heavy, Highway)	1/1/2017		\$49.13	\$17.95	\$67.08
Pile Driver Drivers (Building, Heavy, Highway)	1/1/2020		\$53.10	\$19.70	\$72.80
Pile Driver Drivers (Building, Heavy, Highway)	1/1/2021		\$54.75	\$20.10	\$74.85
Pile Driver Drivers (Building, Heavy, Highway)	1/1/2022		\$56.40	\$20.50	\$76.90
Piledrivers	1/1/2017		\$32.75	\$17.95	\$50.70
Piledrivers	1/1/2018		\$33.55	\$18.55	\$52.10
Piledrivers	5/1/2018		\$30.75	\$15.96	\$46.71
Piledrivers	1/1/2019		\$34.30	\$19.30	\$53.60
Piledrivers	5/1/2019		\$31.51	\$16.55	\$48.06
Piledrivers	5/1/2020		\$32.22	\$17.19	\$49.41
Piledrivers	5/1/2021		\$33.12	\$17.74	\$50.86
Steamfitters (Heavy and Highway - Gas Distribution)	5/1/2017		\$40.98	\$32.53	\$73.51
Truckdriver class 1(see notes)	5/1/2016		\$33.57	\$0.00	\$33.57
Truckdriver class 1(see notes)	5/1/2017		\$34.47	\$0.00	\$34.47
Truckdriver class 1(see notes)	5/1/2018		\$35.32	\$0.00	\$35.32
Truckdriver class 1(see notes)	5/1/2019		\$36.12	\$0.00	\$36.12
Truckdriver class 2 (see notes)	5/1/2016		\$33.64	\$0.00	\$33.64
Truckdriver class 2 (see notes)	5/1/2017		\$34.54	\$0.00	\$34.54
Truckdriver class 2 (see notes)	5/1/2018		\$35.39	\$0.00	\$35.39

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

Project: 21-04543 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Truckdriver class 2 (see notes)	5/1/2019		\$36.19	\$0.00	\$36.19
Truckdriver class 3 (see notes)	5/1/2016		\$34.13	\$0.00	\$34.13
Truckdriver class 3 (see notes)	5/1/2017		\$35.03	\$0.00	\$35.03
Truckdriver class 3 (see notes)	5/1/2018		\$35.88	\$0.00	\$35.88
Truckdriver class 3 (see notes)	5/1/2019		\$36.68	\$0.00	\$36.68

Sally Locker

From: Tom Preambo
Sent: Monday, September 27, 2021 10:29 AM
To: Deborah Torba; Sally Locker
Cc: Jessica Eskra
Subject: Bloom Ave Culvert Replacement - Time line of Construction

Once we issue the Notice to Proceed on October 30th 2021 the project shall be fully completed on or before April 30th 2022 with weather permitting and no manufacturing of component delays.

The time frame to complete the project was 180 days by addendum #1

Thanks,
Tom

The City of Scranton
Bloom Avenue Culvert Replacement Project

ADDENDUM NO. 1

July 9, 2021

The undersigned acknowledges receipt of Addendum No. 1

Name: _____
(Print)

Signature: _____

Firm: _____

Date: _____

Provide a signed copy of this Addendum with the bid as verification of receipt.

**GENERAL SPECIFICATIONS
SPECIAL CONDITIONS
PART III**

301. PROJECT SITE

The Project Area of this Site Preparation Contract consists of the following general area: City of Scranton – Bloom Avenue Culvert Replacement Project all as shown on the Construction Drawings designated as Drawing NO.'S:

COVER

C1.1 EXISTING CONDITIONS/SITE LAYOUT/E&S PLAN

C2.1 CROSS SECTIONS AND PROFILES

D1.1 NOTES AND DETAILS

D2.1 NOTES AND DETAILS

D2.2 NOTES AND DETAILS

D2.3 CULVERT NOTES & DETAIL

D2.4 CULVERT DETAILS

D2.5 CULVERT DETAILS

D2.6 CULVERT NOTES & DETAIL

D2.7 CULVERT NOTES & DETAIL

302. TIME FOR COMPLETION

The work which the Contractor is required to perform under this Contract shall commence at the time stipulated by the Owner in the Notice to Proceed to the Contractor, which shall be issued on the date of contract award, and shall be fully completed within 90 consecutive calendar days thereafter, which shall be inclusive of the following time frames: Within 5 consecutive calendar days after the issuance of the Notice to Proceed to the Contractor, which shall be issued on the date of contract award, the contractor shall submit all necessary shop drawings to the engineer. Within 10 consecutive calendar days after the issuance of the Notice to Proceed to the Contractor, which shall be issued on the date of contract award, the contractor shall execute and deliver to the Owner four (4) copies of the executed Agreement, four (4) copies of the executed Performance Bond at One Hundred Percent (100%) of the Contract Amount, four (4) copies of the executed Labor Materialmen's Bond at One Hundred Percent (100%) of the Contract Amount, four (4) copies of the executed Maintenance Bond at Ten Percent (10%) of the Contract Amount, four (4) copies of the Workers Compensation Insurance Certificate, four (4) copies of the Public Liability Insurance Certificate naming the Owner as an additional insured, four (4) copies of the Builders Risk/All Risk Insurance Certificate naming the Owner as an additional insured, and the executed Stipulation Against Liens. Within 3 consecutive calendar days after approval by the engineer of all necessary shop drawings, the contractor shall order all necessary materials. Within 45 consecutive calendar days thereafter, the contractor shall complete all necessary work and prepare and submit all necessary Change Orders and/or Payment Applications to the engineer.

303. LIQUIDATED DAMAGES

As actual damages for any delay in completion of the work which the Contractor is required to perform under this Contract are impossible for determination, the Contractor and his Sureties shall be liable for and shall pay to the Owner the sum of FIVE HUNDRED (\$500.00) DOLLARS, as fixed, agreed and liquidated damages for each calendar day of delay from the above stipulated time

for completion, or as modified in accordance with Section 109 - CHANGES IN WORK under GENERAL CONDITIONS - PART I, until such work is satisfactorily completed and accepted.

304. RESPONSIBILITIES OF CONTRACTOR

Except as otherwise specifically stated in the Contract Documents and Technical Specifications, the contractor shall provide and pay for all materials, labor, tools, equipment, water, light, heat, power, transportation, superintendent, temporary construction of every nature, charges, levies, fee or other expenses and all other services and facilities of every nature whatsoever necessary for the performance of the Contract and to deliver all Improvements embraced in the Contract for Site Preparation in every respect within the specified time.

305. COMMUNICATIONS

- a. All notices, demands, requests, instructions, approvals, proposals and claims must be in writing.
- b. Any notice to or demand upon the Contractor shall be sufficiently given if delivered at the office of the Contractor stated on the signature page of the Agreement (or at such other office as the Contractor may from time to time designate in writing to the Owner), or if deposited in the United States mail in a sealed, postage prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission, in each case addressed to such office.
- c. All papers required to be delivered to the Owner shall, unless otherwise specified in writing to the Contractor, be delivered to the Owner at City of Scranton, 340 North Washington Ave, Scranton PA 18512, and any notice to or demand upon the Owner shall be sufficiently given if so delivered, or if deposited in the United States mail in a sealed, postage prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission to the Owner at such address, or to such other representatives of the Owner or to such other address as the Owner may subsequently specify in writing to the Contractor for such purpose.
- d. Any such notice shall be deemed to have been given as of the time of actual delivery or (in case of mailing) when the same should have been received in due course of post, or in the case of telegrams, at the time of actual receipt, as the case may be.

306. JOB OFFICES

- a. The contractor and his subcontractors may maintain such office and storage facilities on the Site as are necessary for the proper conduct of the work. These shall be located so as to cause no interference to any work to be performed on the Site. The Owner shall be consulted with regard to locations.
- b. If no office is maintained, a suitable place for posting required notices, with adequate protection from the weather, shall be provided.
- c. Upon completion of the Improvements, or as directed by the Owner, the Contractor shall remove all such temporary structures and facilities from the Site, same to become his property and leave the Site of the work in the condition required by the Contract.

307. PARTIAL USE OF SITE IMPROVEMENTS

The Owner, at its election, may give notice to the contractor and place in use those sections of the Improvements which have been completed, inspected and can be accepted as complying with the Technical Specifications and if in its opinion, each such section is reasonably safe, fit and convenient, for the use and accommodation for which it was intended, provided;

- a. The use of such sections of the Improvements shall in no way impede the completion of the remainder of the work by the Contractor.
- b. The Contractor shall not be responsible for any damages or maintenance costs due directly to the use of such sections.
- c. The use of such sections shall in no way relieve the Contractor of his liability due to having used defective materials or to poor workmanship.
- d. The period of guarantee stipulated in the **Section 132 - GENERAL GUARANTY under GENERAL CONDITIONS, PART I**, shall not begin to run until the date of the final acceptance of all work which the Contractor is required to construct under this contract.

308. WORK BY OTHERS

The following work will be done by others:

- a. At no expense to the Contractor:
 - (1) On-Site:
 - (a) _____
 - (b) _____, etc.
 - (2) Off-Site:
 - (a) _____
 - (b) _____, etc.

- b. At the expense of the Contractor:
 - (1) On-Site:
 - (a) _____
 - (b) _____, etc.
 - (2) Off-Site:

- (a) _____
(b) _____, etc.

309. CONTRACT DOCUMENTS AND DRAWINGS

The Owner will furnish the Contractor without charge -3- copies of the Drawings. Additional copies requested by the Contractor will be furnished at cost.

310. PROGRESS SCHEDULE

The Contractor shall prepare a Progress Schedule in accordance with **Section 207 of the GENERAL CONDITIONS** and, in addition to the information required therein, the Progress Schedule shall show graphically:

- a. Any pre-determined times allotted to the utility companies or utilities authorities for their work.
- b. Practical time limits for the successful completion of the various types and phases of work encompassed in the Contract in accordance with the requirements of the specification.
- c. Any other type of delay or time consuming process of which the Contractor may be aware.

All of the above shall be shown to be accomplished within the time limits as stated in **Section 302, TIME FOR COMPLETION**. As the work progresses the Contractor shall revise and maintain current the Progress Schedule for the uncompleted portions of the work, regardless of the cause of such revisions, at the direction of the Owner or the Engineer.

311. SUBSTITUTION

Wherever in the following specifications, a catalog number, trade designation, the name of any individual or system of construction has been used, the same has been done with the intention of indicating only the character, class, quality or kind of material or fixture that is desired and any or all of said fixtures, material, or construction may be provided equal in every respect in quality and purpose to those named in the specification, regardless of the name and designation used, which are for convenience in specifying only. But before any Contractor may use any fixture, material, or system of construction other than that specified, he shall first notify the Owner and secure permission to do so, and if required, shall submit a sample for inspection and approval.

312. SIGNS, BARRICADES, LIGHTS

The Contractor shall, at his own cost and expense, erect and maintain any necessary warning lights, barricades and signs as ordered by the Engineer in a manner acceptable to the Owner.

313. PROTECTION OF EXISTING SITE CONDITIONS

The contractor shall locate existing buildings, plantings, paving, utility services (both overhead and underground), etc., and shall protect same from damage during this construction operation. Should damage occur repairs shall be made in a manner satisfactory to the Owner and Landscape Architect at the Contractor's expense.

314. REDUCTION IN WORK

The Owner reserves the right to increase or decrease the quantity of any bid item by any amount without adjustment to any of the unit bid prices.

315. ENGINEER'S RESPONSIBILITY AND AUTHORITY

The Engineer shall perform the following work and assume certain authorities during the life of this Contract.

- a. The work shall be subject at all times to the inspection of the Engineer or his authorized assistants, who shall have free access to every facility at all times for inspecting the materials and work. The presence of the Engineer or his authorized assistants shall not lessen the responsibility of the Contractor.
- b. Approve or disapprove any materials, and equipment used by the Contractor.
- c. Sample and test any materials as the Engineer deems necessary.
- d. Any doubt as to the meaning of these technical specifications and/or drawings, or any obscurity as to the wording or intent of them, will be explained by the Engineer. All directions and explanations required or necessary to complete, explain or make definite any section of the specifications and/or drawings and give them due effect will be given by the Engineer in writing whose decision thereon will be final.
- e. The Engineer will have authority to reject material and suspend work in case of any dispute which may arise between the Engineer and the Contractor due to defective materials or substandard performance of work until the question or questions at issue can be referred to and decided by the Owner.

Additional responsibilities and authorities invested in the Engineer will be found in **GENERAL CONDITIONS, PART I.**

316. TEMPORARY SUSPENSION OF CONSTRUCTION

The Engineer shall have the authority to suspend the construction, wholly or in part, for such period or periods as he may deem necessary, due to unsuitable weather, or such other conditions as are considered unfavorable for the suitable prosecution of the construction, or for such times as is necessary, due to the failure on the part of the Contractor to carry out orders given or perform any or all provisions on the Contract.

If the Engineer suspends the construction in part, he will have the authority to direct the Contractor to perform such other parts or items of construction which, in his opinion, may be performed with favorable results and advantageously for the time of completion of the project, and shall notify the Contractor accordingly in writing.

If it should become necessary to stop construction for an indefinite period, the Contractor shall store all materials in such a manner that they will not obstruct or impede the traveling public nor become damaged in any way. He shall take every precaution to prevent damage or deterioration of the construction performed, provide suitable damage, etc.

317. INTENT OF PLANS AND SPECIFICATIONS

All work done and materials furnished under this Contract shall be in accordance with the Executed Agreement, Performance Bond, Labor and Materialmen's Bond, Maintenance Bond, Addenda (if any), the Specification Book, the Invitation for Bids, the Instruction to Bidders, the signed copy of the Bid, the Bid Proposal, the General Specifications General Conditions Part I, the General Conditions Part II State Requirements, the Attachments to General Conditions Part II (State Prevailing Wage Rates), the General Specifications Special Conditions for Site Preparation Part III, Supplemental Conditions, the Technical Specifications, the Drawings (as listed in the Schedule of Drawings), the Resolution awarding the Bid, the Notice to Proceed, Part II - Terms and Conditions, and all Modifications to this Agreement issued subsequent thereto and all of the documents enumerated or referred to in this Agreement, and Form 408 referenced sections of the Commonwealth of Pennsylvania Department of Transportation Specifications, dated 2011, with the supplements thereto and revisions thereof included in these specifications. When a section and/or sections referred to were written completely in these specifications except that, in the event, any contradiction exists between the Commonwealth of Pennsylvania Department of Transportation Specifications and any part of the Contract Documents, the Contract Documents shall govern and the conditions thereof adhered to.

The intent of the specifications and drawings is to prescribe a complete work which the Contractor undertakes to do in full compliance with the Contract Documents. If there is any apparent contradiction or ambiguity between the drawings and specifications, the Contractor shall bring the fact to the attention of the Engineer and shall obtain his decision as to the true meaning or intention before proceeding with the portion of the work affected. Wherever in the specifications or drawings "directed", "required", "ordered" or words of similar import are used, it shall be understood that directed, required, order, by the Engineer is intended. In like manner when "as shown", "as indicated", "as detailed", or words of similar import are used in the specifications, reference to the Contract Drawings listed in the Schedule of Drawings is intended.

318. WORK INCIDENTAL TO CONTRACT ITEMS

Where connection is made to existing facilities the new construction shall be modified or adjusted to meet the existing construction, as directed by the Engineer, and the cost of this work will be included in the Contract Lump Sum Price or the Contract Unit Price, which ever applies; therefore, no separate or additional compensation will be allowed.

319. CONSTRUCTION RESERVATION

It shall be the Contractor's responsibility to investigate the location and elevation of all surface or subsurface utilities or other obstructions affecting his work before preparing his bid.

Any additional expense resulting from such obstructions shall be included in the Contractor's bid prices for various items of work and no extra payment will be allowed.

320. DAMAGE TO EXISTING CONSTRUCTION

The Contractor shall be held responsible for any and all damages outside the limits of construction indicated on the drawings or designated by the Engineer. This includes damage to adjacent curb gutter, drainage structures, gas and water mains, electric or telephone facilities, pavements, buildings, walls, etc. Any such damage shall be satisfactorily repaired or replaced by the Contractor at his own expense.

321. DISPOSAL OF EXISTING MATERIALS

Any existing debris, except those materials noted in the contract Documents for re-use or storage at the direction of the Owner, which is removed during construction shall become the property of the contractor and it shall be his responsibility to dispose of off the site.

322. PUBLIC CONVENIENCE AND SAFETY

The Contractor shall not cause any infringement or damage to property within or adjacent to the project area and will be required to cooperate with the persons involved with respect to reasonable requests pertaining to access and protection of their property.

323. STORAGE OF MATERIALS

The Contractor shall remove and store, as directed, materials removed for the site to be used in new construction in a manner which will provide a stock pile free of debris and other materials. Materials shall be placed on wooden platforms or other clean surfaces, not on the ground, and placed under cover when directed by the Owner or the Engineer.

324. AS-BUILT DRAWINGS

- a. The Contractor shall furnish as-built information to the Architect/Engineer at completion of the job. Keep information current as work progresses.
- b. Record all changes from installations originally indicated. Record final location of changes by offset distances in feet and tenths to surface improvements such as buildings, curbs, or edges of walks. Where work appears on two or more drawings, the contractor shall mark changes on all drawings. The as-built drawings shall show the depth and location of sewer lines and the depth and location of sanitary sewer laterals.
- c. When work is completed, the Contractor shall furnish completed "as-builts" to the Architect/Engineer for approval and recording. Drawings shall be certified to be "as-built" and signed by the Contractor. Work shall not be accepted until such drawings have been delivered to the Architect/Engineer.

325. PROJECT SIGN

A project sign is **NOT** required on site for this project. This sign shall be constructed of 5/8" thick plywood. Lettered and painted as shown in this Document. Cost of this sign shall be incident to the other contract items.

326. SPECIAL PROJECT REQUIREMENTS

ACCESS AND PROTECTION

a. The Contractor shall coordinate and schedule his construction work so as to not obstruct over-night and week-end access to any of the residences or daily access to residences or business establishments in the various areas of construction.

b. Suitable and sufficient barricades, warning lights and signs shall be placed and maintained by the Contractor to insure the protection and safety of the public and prevent any unnecessary inconvenience. Warning lights shall be maintained from sunset to sunrise. Flagmen shall be provided as required to insure the safe prosecution of the work.

c. The Contractor shall be responsible and assume all costs for the controlling of dust, potholes and muddy conditions and the overall deterioration of all streets and sidewalks have construction activity, all to the satisfaction of the Owner.

d. The Contractor shall be responsible to reimburse the Owner for all PA Department of Transportation inspection costs if necessary.

SPECIAL PROJECT REQUIREMENTS

1. **OWNER:** City of Scranton

2. **PROJECT:** BLOOM AVENUE CULVERT REPLACEMENT PROJECT

The work involves removal and disposal of existing pavement, guide rail, culvert, sanitary line, regrading portions of the road, adjustment of manholes and other utilities, installation of full depth pavement, sidewalk, guide rail, line painting and maintenance and protection of traffic. The preparation for the Tack Coat and adjustments of any utility valves shall be included in the cost of the items listed.

3. **ADDITIONAL INSTRUCTIONS:**

1. All work shall be done in strict accordance with PA D.O.T. Publication 408, Current Edition and PA D.O.T. Roadway Construction Standards.
2. The Contractor is required to coordinate with supplier for delivery of all components of the Box Culvert. The Contractor shall install the Arch Culvert as specified on the approved plans. Supplier shall be available to consult with the contractor, as required, to provide technical assistance with the material assembly and any issues encountered with the assembly.
3. The Contractor shall be responsible for the replacement and/or repair of all roads or other existing conditions damaged as a result of his/her work.
4. The Contractor shall obtain necessary permits and comply with requirements and regulations of agencies having jurisdiction.
5. The Contractor shall be familiar with and follow all requirements of the approved Chapter 105 Water Obstruction and Encroachment General Permit Registration, Permit # GP113502218-502.
6. The Contractor shall be responsible for all maintenance and protection of traffic and job safety.
7. Prior to construction, consult with local officials and utility companies to determine the location of facilities within project limits.
8. All utilities damaged or destroyed shall be brought to the attention of the specific utility. All cost incurred to fix or replace the utility shall be borne by the Contractor.
9. Any excess excavation at the end of the job shall be removed from the site and disposed of in an approved manner at no additional cost.
10. The contractor shall insure positive flow of drainage so that no ponding of stormwater shall occur. All dimensions and existing conditions shall be checked and verified by the Contractor in the field, prior to beginning construction.
11. The Contractor shall maintain ingress and egress at all times to the jobsite.

12. Manholes, inlets, & all utilities shall be adjusted to finished grade of pavement.
13. All building and local permits shall be obtained by the Contractor.
14. All areas disturbed by construction shall be mulched and seeded with PA D.O.T. Formula "B" (for lawns). The work shall be incidental to other items of work.
15. Any structure that will be disturbed by construction shall be removed and reset at no additional cost to the Owner.
16. Any backfill shall be compacted to at least a 95% of modified proctor maximum dry density.
17. Payment for mobilization/demolition shall be in accordance with PA D.O.T. Publication 408, 2011, section 608.
18. Information regarding the size, depth and location of existing underground structures, pipes and conduits are taken from field information and mapping provided by respective utilities, and as such are approximate. Actual locations, sizes and depths shall be determined by contacting the "Pennsylvania One Call" number and by excavation of test pits prior to the start of construction.
19. The Contractor shall provide pavement notches. Pavement notches shall be incidental to other items of the work and will not be paid separately.
20. Contractor will be responsible for installing paving adapters (Provided by Pennsylvania American Water Company and UGI) as necessary in order to maintain unobstructed access to all existing gas and water valve boxes.
21. Periodic inspection of the work, while in progress, and a final inspection upon completion, will be made by the Engineer and the Owner.
22. Lines and grades, where necessary, will be set by the Contractor and, if necessary, checked by an Engineer in the field. This includes all survey work necessary for construction of the project.
23. All materials, concrete, etc., shall be supplied from Penn DOT approved sources. In lieu of this, certified test results from a reputable testing agency indicating that the material meets all Penn DOT specifications will be required. Any such testing will be at the expense of the Contractor.
24. The contractor shall be responsible for all utility adjustments. The contractor shall ensure that all utility facilities are at the proper elevations to match final wearing course. The adjustment of any utility valves, utility grates, etc. shall be performed at no additional cost to the owner.

25. The contractor shall be responsible for repair or replacement of any traffic signal equipment (i.e. Loop sensors, etc.) which may be damaged during construction. The contractor shall ensure that the traffic signals are operating properly upon completion of work.
26. No inspector's field office will be required.
27. All bids shall be made upon the forms supplied by the Engineer. The bids must be typewritten or printed legibly in ink.
28. The contractor shall provide two (2) copies of all required certifications to the Engineer sufficiently in advance of the construction to afford ample time for review and approval.
29. The contractor shall contact **City of Scranton – DPW at (570) 348-4180** before starting work, to coordinate any concerns regarding the construction.
30. Disposal of excess material and stakeout work shall be considered incidental to construction and included with in the other items bid.
31. The Owner reserves the right at its option to waive any informalities, irregularities, defect, errors, or omissions, in any or all proposals and to reject any or all proposals.
32. There will be NO asphalt price adjustment for escalation cost.
33. The contractor will provide positive drainage with profile grading of gutter line in poor drainage if possible.
34. The Contractor is required to contact the PA One Call system a minimum of 3 Days prior to the start of work.
35. PA American Water Company will be relocating their facilities. Contractor is required to coordinate with Reuther Bowen prior to starting excavation. Reuther Bowen will coordinate with PA American.
36. UGI will relocate their gas line. Contractor is required to coordinate with John Gillott, at UGI, 570-266-9292, jgillott@ugi.com.
37. PPL will relocate their facilities. Contractor shall coordinate with them. Reference PPL WO# 585 8980 23.
38. Sanitary line shall be located and protected during construction.

SUPPLEMENTAL CONDITIONS

The CONTRACTOR shall comply with the following:

1. Federal Occupational Safety and Health Act of 1970 (O.S.H.A.).
2. Pennsylvania Act #172 of 1986 - Call before you dig!
3. Architectural Barriers Act of 1968 and Section 504 of the Rehabilitation Act of 1973; PA Act 235 of 1965, as amended, Universal Accessibility Act, and Americans with Disabilities Act (ADA) of 1990.
4. "or equal" clause eliminating proprietary items.

TECHNICAL SPECIFICATIONS

Section 31 10 00 – Site Clearing

Section 31 10 01 – Soil Erosion and Sedimentation Control

Section 31 20 00 – Earthmoving

Section 31 23 19 – Dewatering

Section 31 50 00 – Excavation Support and Protection

Section 32 12 16 – Asphalt Paving

Section 32 13 13 – Concrete Paving

Section 33 41 00 – Storm Utility Drainage Piping

Section 33 42 14 – Bridge Systems

CITY OF SCRANTON
BLOOM AVENUE CULVERT REPLACEMENT PROJECT

LIST OF DRAWINGS

LIST OF DRAWINGS	
Drawing No.	Description
C0.1	COVER SHEET
C1.1	EXISTING CONDITIONS / SITE LAYOUT / E&S PLAN
C2.1	CROSS SECTIONS AND PROFILES
D1.1	NOTES AND DETAILS
D2.1	NOTES AND DETAILS
D2.2	NOTES AND DETAILS
D2.3	CULVERT NOTES & DETAILS
D2.4	CULVERT DETAILS
D2.5	CULVERT DETAILS
D2.6	CULVERT NOTES & DETAILS
D2.7	CULVERT NOTES & DETAILS

BIDDING DOCUMENTS

ALL BIDDERS ARE REQUIRED TO SUBMIT THE
FORMS SHOWN BELOW, STAPLED TOGETHER,
IN ADDITION TO
THREE EXTRA COPIES EACH OF THE BID
FORM & THE UNIT PRICE SHEET FORMS,
EACH STAPLED TOGETHER SEPARATELY.

Bid Form

Unit Price Sheet (if applicable)

Bid Bond

Bid Proposal

Statement of Bidder's Qualifications

Non-Collusion Affidavit of Prime Bidder

Certification of Non Segregated Facilities

Certification of Bidder Regarding Equal Employment Opportunity

Affirmative Action Plan for Utilization of Minority Business

(applicable to contracts over \$25,000.00)

MBE/WBE Contract Solicitation and Commitment Statement

(applicable to contracts over \$25,000.00)

Section 3 Contract Solicitation and Commitment Statement

(applicable to contracts over \$100,000.00)

Contractor's Certification of Compliance Section 3

(applicable to contracts over \$100,000.00)

Section 3 Work Force Needs Table

(applicable to contracts over \$100,000.00)

CITY OF SCRANTON
BLOOM AVENUE CULVERT REPLACEMENT PROJECT

BID FORM

NAME: _____

ADDRESS: _____

PHONE #: _____ FAX #: _____

FEDERAL I.D.#: _____

PRINCIPALS: _____

DATE: _____

PROJECT: _____

- ENCLOSED IS:
- () BID BOND, CERTIFIED CHECK, OR CASHIERS CHECK
AND
 - () WORKER'S COMPENSATION INSURANCE CERTIFICATE
AND
 - () PUBLIC LIABILITY INSURANCE CERTIFICATE

TOTAL: BASE BID \$ _____

UNIT PRICE FOR ROCK REMOVAL: \$ _____ /cy

Assume 75 cy removal with hydro hammer

SIGNATURE

**CITY OF SCRANTON
 BLOOM AVENUE CULVERT REPLACEMENT PROJECT
 BID FORM – UNIT PRICE SHEET**

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>COST</u>
1.	MOBILIZATION / DEMOBILIZATION	1	LS	_____	_____
2.	MAINTENANCE & PROTECTION OF TRAFFIC INCLUDING BUT NOT LIMITED TO VEGETATION REMOVAL, BARRIERS, SIGNAGE, STONE PLACEMENT FOR TEMP ROAD, ETC.	1	LS	_____	_____
3.	DEMOLITION INCLUDING REMOVAL AND DISPOSAL OF ALL ITEMS AS REQUIRED FOR COMPLETION OF PROJECT INCL. BUT NOT LIMITED TO EXIST. GUIDERAIL, CULVERT, HEADWALLS, SANITARY WORK, CONCRETE, ETC.	1	LS	_____	_____
4.	EXCAVATION & BACKFILL INCLUDING BUT NOT LIMITED TO SAWCUTTING, REMOVAL AND DISPOSAL OF EXISTING MATERIAL, BACKFILL AND COMPACTION WITH ON SITE MATERIAL OR ENGINEERED FILL, AND FINE GRADING TO PROPOSED ELEVATIONS	1	LS	_____	_____
5.	INSTALL CULVERT INSTALLATION PER CONTECH DOCUMENTS AND CONSTRUCTION PLANS AND SPECS	1	LS	_____	_____
6.	PAVEMENT REPLACEMENT COMPLETE IN PLACE, FULL DEPTH PER PLANS AND DETAILS	300	SY	_____	_____
7.	GUIDERAIL COMPLETE IN PLACE PER PLANS AND DETAILS, INCLUDING END TREATMENTS	70	LF	_____	_____
8.	UTILITY COORDINATION COMPLETE IN PLACE, INCLUDING BUT NOT LIMITED TO COORDINATION WITH GAS, WATER, POWER, & SANITARY UTILITY COMPANIES, RELOCATION OF EXISTING, ALL TEMPORARY MEASURES.	1	LS	_____	_____
9.	E&S AND STABILIZATION INCLUDING BUT NOT LIMITED TO RCE, FILTER SOCKS, PUMP BYPASSES, ROCK APRON, ETC.	1	LS	_____	_____
TOTAL BASE BID:			\$	_____	_____

UNIT PRICE FOR ROCK REMOVAL:

\$ _____ /cy

Assume 75 cy removal w hydro hammer

BID BOND

KNOWN ALL MEN BY THESE PRESENTS, that we the undersigned
_____ as PRINCIPAL, and

_____ as SURETY are held and firmly bound unto **City of Scranton**, hereinafter called the "Local Public Agency", in the penal sum of _____ Dollars (\$_____) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompany bid, dated _____, 20__, for the **BLOOM AVENUE CULVERT REPLACEMENT PROJECT**.

NOW, THEREFORE, if the Principal shall not withdraw said Bid within the period specified therein after the opening of the same, or, if no period be specified, within thirty (30) days after the said opening, and shall within the period specified therefore, or if no period be specified, with ten (10) days after the prescribed forms are presented to him for signature, enter into a written Contract with the Owner in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract; or in the event of the withdrawal of said Bid within the period specified, or in the failure to enter into such Contract and give such bond within the time specified, if the Principal shall pay the Owner may procure the required work or supplies or both, if the latter be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this _____ day of _____, 20__, the name and corporate seal of each corporate party being hereto affixed and these presents signed by its undersigned representative, pursuant to authority of its governing body.

INDIVIDUAL OR PARTNERSHIP PRINCIPALS

_____ (SEAL)

_____ (SEAL)

In the presence of:

_____ (SEAL)

_____ (SEAL)

CORPORATE PRINCIPAL

ATTEST:

_____ (SEAL)

SURETY

ATTEST:

_____ (SEAL)

Countersigned:

By: _____

Attorney-in-Fact,
State of _____

CERTIFICATE AS TO CORPORATE PRINCIPAL

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

Title: _____

(CORPORATE SEAL)

BID PROPOSAL

1. The undersigned, having familiarized himself with the existing conditions on the project area affecting the cost of the work, and with the Contract Documents (including the Plans, the Specification Book, Addenda (if any), the Invitation for Bids, the Instruction to Bidders, the General Specifications General Conditions Part I, the General Conditions Part II State Requirements, the Attachments to General Conditions Part II (State Prevailing Wage Rates), the General Specifications Special Conditions for Site Preparation Part III, Supplemental Conditions, the Technical Specifications, the Drawings (as listed in the Schedule of Drawings), the Part II - Terms and Conditions, and all Modifications) on file at the office of City of Scranton hereby proposes to furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, and services, including water, heat, utility and transportation services, and other facilities and services necessary to perform and complete all work required for construction of the improvements embraced in the Plans and Specifications; namely City of Scranton, Bloom Avenue Culvert Replacement Project and other work incidental thereto, all in strict accordance with the Contract Documents, for the Total Bid price of _____ Dollars (\$ _____).

2. In submitting this bid, the Bidder understands that City of Scranton reserves the right to reject any or all bids or to waive any informalities in the bidding. If written notice of the acceptance of this Bid is mailed or delivered to the undersigned within sixty (60) days after the opening thereof, or at any time thereafter before this Bid is withdrawn, the undersigned agrees to execute and deliver the Agreement in the form prescribed by City of Scranton, and furnish the required Workers Compensation Insurance, the required Public Liability Insurance, the required Builders Risk/All Risk Insurance (if applicable), the required Performance Bond, the required Labor Materialmen's Bond, the required Maintenance Bond, and the required Stipulation Against Liens within ten (10) days after the Agreement is presented to him for signature.

3. Attached hereto are the following forms:
 - a. Bid Form
 - b. Unit Price Sheet (if applicable)
 - c. Bid Bond
 - d. Bid Proposal
 - e. Statement of Bidder's Qualifications
 - f. Non-Collusion Affidavit of Prime Bidder
 - g. Certification of Non Segregated Facilities
 - h. Certification of Bidders Regarding Equal Employment Opportunity

4. The undersigned represents that he is in receipt of the following number of Addenda (if no Addenda have been issued, insert the work "none" in the followingspace): _____

I. WHEN THE PROSPECTIVE CONTRACTOR IS AN INDIVIDUAL:

If the Prospective Contractor is an individual trading under his own or a fictitious name, this proposal must be signed by the individual owner and his exact post office address must be given. If one other than the owner signs this proposal, then a notarized certificate of authority signed by the owner must accompany this proposal.

Witness

Prospective Contractor (SEAL)

Address: _____
Trading as: _____

II. WHEN THE PROSPECTIVE CONTRACTOR IS A PARTNERSHIP:

If the Prospective Contractor is a firm or partnership trading under an individual or fictitious name, this proposal must be signed by one or more partners and the exact names and post office addresses of the members of the firm or partnership must be included. If one other than a partner signs this proposal, then a notarized certificate of authority signed by all the partners must accompany this proposal.

Witness

Partner (SEAL)

Witness

Partner (SEAL)

Address: _____
Trading as: _____

III. *WHEN THE PROSPECTIVE CONTRACTOR IS A CORPORATION:

If the Prospective Contractor is a corporation, the proposal must be signed by the president or vice-president, or by an individual whose notarized certificate of authority to execute must accompany this proposal together with the names, titles, and business addresses of the president, secretary, and treasurer, which must appear on the said certificate.

Secretary

President (SEAL)

Address: _____
Trading as: _____

(CORPORATE SEAL)

*The _____ is a corporation organized and existing under the laws of the State of _____ and has been granted a certificate of authority to do business in Pennsylvania, as required by the Business Corporation Law, approved May 5, 1933, P.L. 364, as amended.

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered, and the date given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

1. Name of Bidder.
2. Permanent main office address.
3. When organized.
4. If a corporation, where incorporated.
5. How many years have you been engaged in the contracting business under your present firm or trade name?
6. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)
7. General character of work performed by your company.
8. Have you ever failed to complete any work awarded to you? If so, where and why?
9. Have you ever defaulted on a contract? If so, where and why?
10. List the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed.
11. List your major equipment available for this contract.
12. Experience in construction work similar in importance to this project.
13. Background and experience of the principal members of your organization, including the officers.
14. Credit Available: \$ _____
15. Give bank reference: _____
16. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required?
17. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested in verification of the recitals comprising this statement of Bidder's Qualifications.

Dated at _____ this _____ day of _____, 20____.

By: _____

Title: _____

State of _____)

)

County of _____)

_____ being duly sworn deposes and says that he is
_____ of _____
and that the answers to the foregoing questions and all statements therein contained are true and correct.

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

_____ Notary Public

My commission expires _____, 20____.

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, sex 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 City of Scranton 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, the City of Scranton Department of Business Administration, 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 City of Scranton Department of Business Administration.
- (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.
- (10) 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 produced.

DATE: _____

(Name of Bidder)

BY _____

TITLE _____

NON-COLLUSION AFFIDAVIT OF PRIME CONTRACTOR

State of _____)

County of _____)

_____ being first duly sworn, deposes and says that:

(1) He is _____
(owner, partner, officer, representative or agent)
of the Bidder that has submitted the attached Bid;

(2) He 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 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, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid prices or the Bid price of any Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Owner 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) _____

(Title)

Subscribed and sworn to before me

this _____ day of _____, 2019

(Title)

My commission expires _____

CERTIFICATION OF NON-SEGREGATED FACILITIES

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit 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 certification form proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

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

Date _____, 20 _____

(Name of Bidder)

Official Address
(including ZIP CODE):

By _____

(Title)

Disclosures by Current Contractors

List of Municipal Officials

Mayor of Scranton
Scranton City Councilpersons
Scranton Controller
Scranton Tax Collector

1. Provide the names and titles of all individuals providing professional services to the City including advisors and subcontractors, if any. After each name, please provide the responsibilities of that person with regard to the professional services provided to the City of Scranton.
 - List the names of any of the above individuals who are current or former officials or employees of the City of Scranton and their position;
 - List the names of any of the above individuals who has been a registered federal or state lobbyist and the date of the most recent renewal/registration.
2. Since January 1, 2015, have any of the individuals identified in paragraph two above been employed by the City of Scranton. If yes, please identify the individual by his/her name and position with the City of Scranton and dates of employment.
3. Since January 1, 2015, has the Contractor employed paid compensation to a third party intermediary, agent, or lobbyist to directly or indirectly communicate with any individual on the list of municipal officials in connection with any transaction or investment involving the Contractor and the City of Scranton. This question does not apply to any officer or employee of the Contractor who is acting within the scope of the Contractor's standard professional duties on behalf of the Contractor including the actual provision of legal, accounting, engineering, real estate, or other professional advice, services or assistance pursuant to its professional services contract with the City of Scranton.
4. Since January 1, 2015 has any agent, officer, director, or employee of the Contractor solicited a third party to make a political contribution to any municipal official or candidate for municipal office in the City of Scranton or to the political party or political committee for whom the solicitation was made. If yes, please identify the agent, officer, director, or employee who made the solicitation; the individual or individuals who were solicited; and the municipal officers, candidates, political party, or political committee for whom the solicitation was made.
5. Since January 1, 2015, has the contractor, officer, director, executive-level employee, or owner of at least five percent (5%) of the company made any contribution to a municipal official or candidate for municipal office in the City of Scranton. If yes, please identify the recipient, the amount, and the date of the contribution.
6. Does the Contractor have a direct financial, commercial, or business relationships with any individual on the List of Municipal Officials. With regard to every municipal official for which the answer is yes, identify that individual and provide a detailed written description of that relationship.
7. Since January 1, 2015, has the Contractor, officer, director, executive-level employee, or owner of at least five percent (5%) of the company conferred any gift of more than nominal value to any

individual on the list of Municipal Officials. A gift includes money, services, loans, travel, and entertainment, at value or discounted value. With regard to every municipal official for which the answer is yes, identify the recipient, the gift, and the date it was conferred.

8. Regarding the provision of professional services to the City of Scranton, are you aware of any conflicts of interest, whether apparent, potential, or actual, with respect to any officer, director, or employee of the Contractor and officials or employees of the City of Scranton. If yes, please provide a detailed written explanation of the circumstances which you believe provide a basis to conclude that an apparent, potential, or actual conflict of interest may exist.

9. Please provide the name(s) and person(s) completing this form. One of the individuals identified by the Contractor in paragraph two must participate in completing this form and must sign the verification statement below.

VERIFICATION

I, _____, hereby state that I am the owner of _____ and that I am authorized to make this verification.

I verify that the facts set forth herein for entities providing professional services to the City of Scranton are true and correct to the best of my knowledge, information, and belief. I understand that false statements herein are made subject to penalties of 18 P.A.C.S section 4904 relating to unsworn falsification to authorities.

Signed: _____

Date: _____

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

BIDDER _____

ADDRESS _____

CITY, STATE, ZIP CODE _____

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.
 Yes No
2. Compliance reports were required to be filed in connection with such contract or subcontract.
 Yes No
3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.
 Yes No None Required
4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?
 Yes No

NAME _____

TITLE _____

SIGNATURE _____

DATE _____

AGREEMENT

THIS AGREEMENT, made this day of _____, 20___, by and between City of Scranton hereinafter called the "OWNER", and the _____, his, her or their heirs, executors or administrators and assigns, party of the Second Part, hereinafter called the "CONTRACTOR".

WITNESSETH, that the CONTRACTOR and the OWNER, for the considerations stated herein, mutually agree as follows:

ARTICLE 1. STATEMENT OF WORK: The CONTRACTOR shall furnish and pay for all supervision, technical personnel, labor, materials, machinery, tools, equipment and services, including water, heat, utility and transportation services, and other facilities and services necessary to perform and complete all work required for the Construction of the improvements embraced in the Plans and Specifications; namely, the City of Scranton – Bloom Avenue Culvert Replacement Project, hereinafter called the "PROJECT", and other work incidental thereto, all in strict accordance with the Contract Documents as prepared by Reuther & Bowen, P.C., 326 Ward Street, Dunmore, PA 18512, the Engineer. The CONTRACTOR shall not employ on the PROJECT any unfit person or anyone not skilled in the task assigned to him. The CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the PROJECT and shall take all reasonable precautions for the safety of all employees or subcontractors on the PROJECT, and all material, equipment, and other property at the project site or adjacent thereto. The CONTRACTOR must comply with Act 222, the Building Energy Conservation Act.

ARTICLE 2. THE CONTRACT PRICE: The OWNER will pay the CONTRACTOR for the performance of the Contract in current funds for the total quantities of work performed at the unit prices stipulated in the Bid for the several respective items of work completed, subject to additions and deductions as provided in Section 109 hereof. The Total Contract Price shall be _____ Dollars (\$_____).

ARTICLE 3. INSURANCE:

A. The CONTRACTOR must carry Worker Compensation Insurance and shall provide the OWNER with a Workers Compensation Insurance Certificate evidencing that the policy is in force. The policy must remain in force until project completion; should the policy expire a copy of the new insurance certificate will be forwarded to the OWNER as soon as it is received.

B. The CONTRACTOR must carry Public Liability Insurance, including insurance against claims for personal injury and property damage in the sum of not less than One Million Dollars (\$1,000,000.00), naming the OWNER as an additional insured, and shall provide the OWNER with a Public Liability Insurance Certificate evidencing that the policy is in force. The policy must remain in force until project completion; should the policy expire a copy of the new insurance certificate will be forwarded to the OWNER as soon as it is received.

ARTICLE 4. BONDS:

A. The CONTRACTOR must provide a Performance Bond at One Hundred Percent (100%) of the Contract Amount, conditioned upon the fee for performance of the Contract, in accordance with

this Agreement. Said bond shall be solely for the protection of the OWNER, who has awarded this Contract.

B. The CONTRACTOR must provide a Labor Materialmen's Bond at One Hundred Percent (100%) of the Contract Amount. Said bond shall be solely for the protection of claimants supplying labor and materials to the CONTRACTOR to whom the Contract was awarded, or to any of his subcontractors in the performance of the work provided for in this Agreement, and shall be conditioned for prompt payment of all such material furnished or labor supplied or performed in the performance of the work. Labor and material shall include public utility services and reasonable rental of equipment, but only for the period when the equipment rental is actually used at the site of the work provided for in this Contract.

C. The CONTRACTOR must provide a Maintenance Bond at Ten Percent (10%) of the Contract Amount. Said bond shall be solely to guarantee the project free from defects caused by faulty workmanship and materials for a period of **two (2) years**, general wear and tear excepted.

ARTICLE 5. LIENS: The CONTRACTOR specifically waives any right to file or claim any mechanic's or materialmen's liens, and agrees to execute, simultaneously herewith, and cause to be filed in the records of the Clerk of Judicial Records of Lackawanna County, a Stipulation Against Liens, which shall be binding upon the CONTRACTOR, CONTRACTOR'S supplier and any sub-contractors engaged by the CONTRACTOR.

ARTICLE 6. MBE/WBE REQUIREMENTS:

A. The CONTRACTOR must provide the OWNER 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 the OWNER with a report reflecting the CONTRACTORS who have purchased their services and/or supplies on a quarterly basis. The report shall reflect the name of the CONTRACTOR and the total dollar amount invoiced and total dollar amount received for payment.

ARTICLE 7. SECTION 3 REQUIREMENTS:

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to the contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

C. The CONTRACTOR agrees to send to each labor organization or representative of workers with which the CONTRACTOR has a collective bargaining agreement or other understanding, if

any, a notice advising the said labor organization or workers' representative of CONTRACTOR'S commitments under this Section 3 clause and will post copies of the notice in conspicuous places available to at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions and the anticipated date the work shall begin.

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 a 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.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____

as principal, and _____

as sureties are held and firmly bound unto City of Scranton its certain attorney, successors, or assigns (hereinafter called the Obligee), in the full and just sum of _____ Dollars (\$ _____) lawful money of the United States, for the payment of which, well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally firmly by these presents.

WHEREAS, said Principal has entered into a certain contract with the Obligee dated _____, 20____, (hereinafter called the Contract) for _____

which Contract and the Specifications for said work shall be deemed a part hereof as fully as if set out herein:

NOW, therefore, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the principal shall faithfully perform the contract on his part as of the time and in the manner therein provided and satisfy all claims and demands incurred in or for the same, or growing out of the same, or for injury or damages to persons or property in the performance thereof, and shall fully indemnify and save harmless the said Obligee from any and all cost and damage which the said Obligee may suffer by reason of the principal's failure to do so, and shall fully reimburse and repay the said Obligee any and all outlay and expense shall be null and void, otherwise it shall remain in full force and virtue.

The said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

SIGNED, SEALED AND DELIVERED IN FOUR (4) ORIGINAL COUNTERPARTS THIS

_____. 20____.

(Individual Principals sign here)

_____ (SEAL)

In the presence of:

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

(Corporate Principal sign here)

By _____

Attest:

(Surety sign here)

The rate of premium charged is \$ _____ per thousand.

The total amount of premium charged is \$ _____.

(The above must be filled in by the Corporate Surety.)

It is hereby further stipulated and agreed that if the Principal is a non-Pennsylvania corporation neither Principal nor the Surety shall be discharged from liability on this bond, nor the bond surrendered, until such Principal files with the obligee a certificate from the Pennsylvania Department of Revenue evidencing the payment in full of all 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 of Pennsylvania from the said penalties and interest due the Commonwealth of Pennsylvania from the said Principal, or any non-Pennsylvania corporation subcontractor thereunder, or for which liability has accrued, but the time for payment has not arrived as required by the Act of June 10, 1947, P.L. 493, 8 P.S. Sec. 23, amended.

LABOR AND MATERIALMEN'S BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____

as principal, and _____

as sureties are held and firmly bound unto **City of Scranton**, its certain attorney, successors, or assigns (hereinafter called the Obligee), in the full and just sum of Dollars (\$ _____) lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally firmly by these presents.

WHEREAS, said Principal has entered into a certain contract with the Obligee dated _____, 20____, (hereinafter called the Contract) for _____

which Contract and the Specifications for said work shall be deemed a part hereof as fully as if set out herein:

NOW, therefore, THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal and all subcontractors to whom any portion of the work provided for in said contract is sublet and all assignees of said principal and of such subcontractors shall promptly make payment for all material furnished, labor supplied or performed, rental for equipment employed, and services rendered by public utilities in or in connection with the prosecution of the work, whether or not the said material, labor, equipment or services enter into and become component parts of the work or improvement contemplated in said contract, or in any amendment or extension of or addition to said Contract, then the above obligation shall be void; otherwise to remain in full force and effect. PROVIDED, however, that this bond is subject to the following conditions and limitations.

(a) All persons who have performed labor, rendered services or furnished materials or machinery, shall have a direct right of action against the principal and surety on this bond, which right of action shall be asserted in proceedings instituted in the State in which such labor was performed, services rendered or materials furnished (or where labor has been performed, services rendered or materials furnished under said Contract in more than one state, then in any such state). Insofar as permitted by the laws of such state, such right of action shall be asserted in a proceeding instituted in the name of the Obligee to the use and benefit of the person instituting such action and any or all other persons having claims hereunder, and any other person having a claim hereunder, shall have the right to be made a party to such proceeding (but not later than two years after the complete performance of said Contract and final settlement thereof) and to have such claim adjudicated in such action and judgment rendered thereon.

(b) The surety shall not be liable hereunder for any damages or compensation recoverable under any workmen's compensation or employer's liability statute.

(c) In no event shall the surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than two years after the complete performance of said Contract and final settlement thereof.

(d) As used herein: The term "person" refers to any individual, firm or corporation who have furnished materials or machinery or public utility services to be used on or incorporated in the work or the prosecution thereof provided for in said Contract or in any amendment or extension of or addition to said Contract, and/or to any person engaged in the prosecution of the work provided for in said Contract or in any amendment or Extension of or addition to said contract who is an agent, servant or employee of the principal or of any subcontractor, or of any assignee of said principal of any subcontractor and also anyone so engaged who performs the work of a laborer or of a mechanic regardless of any contractual relationship between the principal, or any subcontractor, or any assignee of said principal or of said subcontractor, and such laborer or mechanic, but shall not include office employees not regularly stationed at the site of the work.

The said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder or the Specifications accompanying the same, shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time alteration or addition to the terms of the Contract or to the work or to the Specifications.

SIGNED, SEALED AND DELIVERED IN FOUR (4) ORIGINAL COUNTERPARTS THIS THE

_____, 20 .

(Individual Principals sign here)

_____(SEAL)

In the presence of:

_____(SEAL)

_____(SEAL)

_____(SEAL)

(Corporate Principal sign here)

By _____

Attest:

(Surety sign here)

The rate of premium charged is \$_____ per thousand.

The total amount of premium charged is \$_____.

(The above must be filled in by the Corporate Surety.)

It is hereby further stipulated and agreed that if the Principal is a non-Pennsylvania corporation neither Principal nor the Surety shall be discharged from liability on this bond, nor the bond surrendered, until such Principal files with the obligee a certificate from the Pennsylvania Department of Revenue evidencing the payment in full of all 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 of Pennsylvania from the said penalties and interest due the Commonwealth of Pennsylvania from the said Principal, or any non-Pennsylvania corporation subcontractor thereunder, or for which liability has accrued, but the time for payment has not arrived as required by the Act of June 10, 1947, P.L. 493, 8 P.S. Sec. 23, amended.

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____

as principal, and _____

as sureties are held and firmly bound unto **City of Scranton**, its certain attorney, successors, or assigns (hereinafter called the Obligee), in the full and just sum of _____ Dollars (\$ _____) lawful money of the United, for the payment of which, well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally firmly by these presents.

WHEREAS, said Principal has entered into a certain contract with the Obligee dated _____, 20____, (hereinafter called the Contract) **BLOOM AVENUE CULVERT REPLACEMENT PROJECT** which contract has been or is about to be completed and accepted.

AND WHEREAS, specifications and contract provided that _____
_____ Should guarantee the project free from defects caused by faulty workmanship and materials for a period of years, general wear and tear excepted.

NOW, THEREFORE, if the said project shall be free from defects of workmanship and materials, general wear and tear excepted, for a period of two years, then this obligation shall be null and void; otherwise to remain in full force and effect.

SIGNED, SEALED AND DELIVERED IN FOUR (4) ORIGINAL COUNTERPARTS THIS

_____ . 20 _____ .

(Individual Principals sign here)

_____ (SEAL)

In the presence of:

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

(Corporate Principal sign here)

By _____

Attest:

(Surety sign here)

The rate of premium charged is \$ _____ per thousand.

The total amount of premium charged is \$ _____.

(The above must be filled in by the Corporate Surety.)

It is hereby further stipulated and agreed that if the Principal is a non-Pennsylvania corporation neither Principal nor the Surety shall be discharged from liability on this bond, nor the bond surrendered, until such Principal files with the obligee a certificate from the Pennsylvania Department of Revenue evidencing the payment in full of all 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 of Pennsylvania from the said penalties and interest due the Commonwealth of Pennsylvania from the said Principal, or any non-Pennsylvania corporation subcontractor thereunder, or for which liability has accrued, but the time for payment has not arrived as required by the Act of June 10, 1947, P.L. 493, 8 P.S. Sec. 23, amended.