

# CONTRACT

This contract entered into this \_\_\_\_\_ day of March, 2021 for work on this project to be completed one (1) year of the Notice to Proceed or until total completion of the project, by and between the City of Scranton, 340 North Washington Avenue, Scranton, PA 18503, hereinafter called "Scranton" and

SEAN BYRNE CONSTRUCTION  
349 REAR N. MAIN STREET  
DICKSON CITY, PA 18519  
PHONE NO. (570) 963-9193

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 engineering services for the City of Scranton Re-Bid Simulator Area Improvements of the Public Safety Building. The Contractor hereby covenants, contracts and agrees to furnish Scranton with:

#### GENERAL CONTRACTING SERVICES FOR THE CITY OF SCRANTON FOR THE RE-BID SIMULATOR AREA IMPROVEMENTS OF THE PUBLIC SAFETY BUILDING PER THE ATTACHED BID PROPOSAL AND SCRANTON'S SPECIFICATIONS

Base Bid	\$22,500.00
Add-Alternate	\$37,500.00
Total Bid	\$60,000.00

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 Sean Byrne Construction dated December 4, 2020 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;
- (b) The coverage required and the limits on each, including the amount of

- deductibles or self-insured retentions (which shall be for the account of the Contractor);
- (c) A statement indicating Scranton shall receive thirty (30) days notice of cancellation or significant modification of any of the policies which may affect Scranton's interest;
  - (d) A statement confirming Scranton has been named an additional insured (except for Worker's Compensation) on all policies; and
  - (e) 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 attorney's 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:

L. Reed  
CITY CLERK

BY: Paig L. Ceppi  
MAYOR

DATE: 4.9.2021

DATE: 4/8/2021

COUNTERSIGNED:

[Signature]  
CITY CONTROLLER

[Signature]  
DEPARTMENT DIRECTOR

DATE: 4-12-2021

DATE: 4-12-2021

APPROVED AS TO FORM:

[Signature]  
CITY SOLICITOR

DATE: 7/11/21

SEAN BYRNE CONSTRUCTION

[Signature]  
BY:

TITLE: Vice President

DATE: 04-15-21

Department of Business Administration

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



SCRANTON

December 4, 2020

Mr. Carl Deeley  
Business Administrator  
Municipal Building  
Scranton, Pa. 18503

Dear Mr. Deeley,

This is to inform you that proposals were opened Friday, December 4, 2020 in Council Chambers for the **City of Scranton Re-Bid of Simulator Area Improvements to the Public Safety Building**. Attached are the copies of the proposal submitted by the following companies:

**Leber Electric  
Multiscape, Inc.  
D&M Construction  
Sean Byrne Construction  
Mar-Paul**

After your review of the proposals, 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 cursive script that reads "Julie Reed".

Julie Reed,  
Purchasing Clerk

Encls.

CC: Mr. John Murray, City Controller  
Mrs. Lori Reed, City Clerk  
Atty. Joseph O'Brien Esq., City Solicitor  
File



DEPARTMENT OF BUSINESS ADMINISTRATION

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

Joe O'Brian  
City Attorney  
City Of Scranton  
340 N. Washington Ave  
Scranton, Pa 18503

January 8th 2021

RE: RFP for Public Safety Building - Simulator Area Improvement

Joe,

We have determined that Leber Electric Inc ( Electrical Work) and Sean Byrne (General Contracting) the most qualified bidders for the contract to complete construction work supporting the installation of the PD training simulator & Training Room.

Please prepare contracts based on the attached proposals.

The City received 5 bids in response to the RFP

Contractor	Bid	Simulator Area	Special Investigation Area – Training Room	Total
Leber Electric	Electrical	\$39,705	\$42,155	\$81,860
Sean Byrne Construction	General	\$22,500	\$37,500	\$60,000
D&M Construction	General	\$46,950	\$66,900	\$113,850
Mar Paul Inc	General	\$52,000	\$21,000	\$73,000
Multiscape Inc	General	\$62,390	\$6,996	\$69,386

Both Leber Electric & Sean Byrne bids were verified by Peters Design Group, Inc. I am satisfied that these are the lowest responsible bids.

Sincerely,

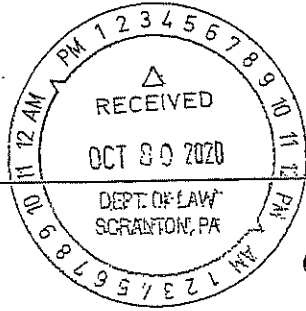
A handwritten signature in black ink, appearing to read 'C. Deeley', written in a cursive style.

Carl Deeley  
Business Administrator  
City of Scranton

CC. Mayor Cagnetti  
City Council Lori Reed  
Controller John Murray  
HR Director Amber Viola  
Purchase Clerk Julie Reed  
Peters Design Group Inc RE Nitch

Department of Business Administration

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



SCRANTON

October 30, 2020

Mr. Carl Deeley  
Business Administrator  
340 North Washington Ave.  
Scranton Pa, 18503

Dear Mr. Deeley,

This is to inform you that bids will be opened in Council Chambers on Friday, December 4, 2020 at 10:00 A.M. for the following:

**Re-Bid Simulator Area Improvements of the Public Safety Building**

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

Thank you for your cooperation in this matter.

Sincerely,

A handwritten signature in cursive script that reads "Julie Reed".

Julie Reed,  
Purchasing Clerk

CC: Mayor Paige Cagnetti  
Mr. John Murray, City Controller  
Mrs. Lori Reed, City Clerk  
Mrs. Rebecca McMullen, Financial Manager  
Atty. Joseph O'Brien Esq., City Solicitor  
File



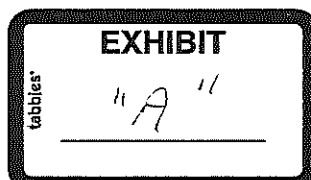
**REQUEST FOR PROPOSAL for  
RE-BID SIMULATOR AREA IMPROVEMENTS OF THE PUBLIC  
SAFETY BUILDING  
Colfax Avenue & Pine Street  
Scranton, Pa**

City of Scranton, Municipal Building  
City Controller  
Second Floor  
340 North Washington Avenue  
Scranton PA 18504

Carl Deeley  
Business Administrator  
City of Scranton

October 2020

**Peters Design Group, Inc.**  
*Since 1949*  
1415 Price Street Scranton PA 18504  
PO Box 273 Lake Winola PA 18625  
[pdg4997@aol.com](mailto:pdg4997@aol.com) Ph 570-498-1995 570 346-8446



**REQUEST FOR PROPOSAL for  
RE-BID SIMULATOR AREA IMPROVEMENTS OF THE PUBLIC  
SAFETY BUILDING  
Colfax Avenue & Pine Street  
Scranton, Pa**

City of Scranton, Municipal Building  
City Controller  
Second Floor  
340 North Washington Avenue  
Scranton PA 18504

Carl Deeley  
Business Administrator  
City of Scranton

October 2020

**Peters Design Group, Inc.**

*Since 1949*

1415PriceStreetScrantonPA18504  
POBox273LakeWinolaPA18625  
[pdg4997@aol.com](mailto:pdg4997@aol.com) Ph 570-498-1995 570 346-8446

CITY OF SCRANTON

INVITATION TO BIDDERS

Separate sealed bids will be received by the Office of the City Controller for the City of Scranton, 340 North Washington Avenue, Scranton, Pa. 18503 until Friday, December 4, 2020 at 10:00 a.m. at which time they will be read aloud in City Hall Chambers located on the 2<sup>nd</sup> floor in City Hall and will be made available for public viewing at: [www.youtube.com/user/electriccitytv570](http://www.youtube.com/user/electriccitytv570) for the following:

**RE-BID SIMULATOR AREA IMPROVEMENTS OF THE PUBLIC SAFETY BUILDING**

All bids shall be in accordance with the specifications which may be obtained from the City of Scranton Purchasing Department, 340 North Washington Avenue, Scranton, Pa., 18503 and which may be had by bona fide bidders. Copies can be obtained on the City of Scranton website at: [www.scrantonpa.gov](http://www.scrantonpa.gov). 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](mailto: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.

All bids must be accompanied by a signed Affirmative Action Certification, a signed Certificate of Non-Segregated Facilities, and a signed Non-Collusion Affidavit of Prime Bidder.

Each bidder shall enclose a cashier's check, certified check, or bid bond in the amount of \$1,000 as a guarantee to keep its offer open until the City accepts or rejects same and as to the successful bidder until the required surety bond is furnished. Proposals must be typewritten or written legibly in black ink. The successful bidder shall be required to furnish a surety bond in the amount of \$5,000.00 as a guarantee to furnish services as specified within ten (10) days of the notification of this award. The contract shall be awarded to the lowest, most responsible bidder; however, the City of Scranton reserves the right to reject any and all bids submitted.

Submitted proposals shall include, in narrative form, a proposed plan of action for the completion of the project. The proposal shall also include a timeline chart which identifies each stage of construction/installation with a projected signoff date for each phase of the plan. The submitted plan shall be used as a factor in selecting the successful proposal and shall be used as an instrument for project management and communication until the successful completion of the project. The owner reserves the right to amend the submitted plan, at project onset, should certain issues need to be addressed. This project has a maximum sixty (60) calendar day completion time.

**Mandatory Pre-Bid Conferences** will be held at the project site, located at the intersection of Colfax Ave. and Pine St. at 10:00 a.m. on Wednesday, November 11, 2020 and Friday, November 13, 2020 for the purpose of reviewing the project. Only those represented at either of the Pre-Bid Conferences will be able to submit a bid. Attendance at both meetings is not required, one is sufficient. **Masks are required.**

Envelopes containing bids must be plainly marked outside specifying material contained in bid and mailed to John Murray, Office of the City Controller, 340 N. Washington Ave., Scranton, Pa. 18503 so as to arrive at the office by the time and date first specified above. Envelopes containing bids can also be hand delivered to the Office of the Treasurer located on the 1<sup>st</sup> floor in City Hall.

The City of Scranton is committed to maintaining the health and safety of all employees and visitors. Therefore, attendance at the bid opening is not required. We will allow each bidder to have one representative attend the bid opening. Masks are required upon entrance into the building.

Carl Deeley,  
Business Administrator

## TABLE OF CONTENTS

Instructions to Bidders  
Bid Bond  
Bid Form  
Non-Collusion Affidavit of Contractor  
Affirmative Action Certification  
Certificate of Non-Segregated Facilities  
List of Drawings  
Notice of Award  
Owner/Contractor Agreement  
Notice to Proceed  
General & Supplementary Conditions  
Prevailing Minimum Wage Rate Determination  
Section 092900 Gypsum Board  
Section 095113 Acoustical Tile Ceiling  
096519 Resilient Tile Flooring  
099123 Interior Painting  
260518 Low Voltage Electrical  
262726 Wiring Devices  
END

TOC  
Scranton Public Safety Building

## INSTRUCTIONS TO BIDDERS

### PART 1 GENERAL

#### INVITATION FOR BIDS

A. Sealed Proposals for Re-Bid Simulator Area Improvements of the Public Safety Building Lackawanna County, Scranton, Pennsylvania will be received by the City of Scranton in the Municipal Building, Office of the City Controller, 340 North Washington Avenue, Scranton PA 18503 at the time and date noted in the published Invitation to Bidders

#### 1.02 OPENING OF BIDS

Sealed bids will be publicly opened and read aloud and made available for inspection in the Scranton City Council Chambers.

All proposals shall be irrevocable for ninety (90) days after bid opening date, unless delayed due to required approvals of another governmental agency, or the award of a grant or grants, in which case bids shall be irrevocable for one hundred twenty (120) days.

#### 1.03 OWNER'S REPRESENTATIVES

The Engineer for the project is **Peters Design Group Inc.** 1415 Price Street, Scranton, PA 18504. The Engineer provides for the design of the Project, as set forth in the Contract Documents generally and the Drawings and Specifications in particular.

All questions regarding the contract documents shall be sent to Peters Design Group Inc, attention Bob Nitch, by fax (570 346 8269) or email ([pdg4997@aol.com](mailto:pdg4997@aol.com)). All clarifications will be provided by addendum

#### 1.04 DOCUMENTS

A. Bona fide Prime Bidders may obtain sets of Drawings and Project Manual from the Bureau of Purchasing, 4<sup>th</sup> floor of the Scranton Municipal Building.

#### 1.05 EXAMINATION

A. Bidders shall carefully study and compare the Contract Documents to the extent that it relates to the Work for which the Bid is submitted.

B. Bidders shall examine the Construction Site and location conditions in order to obtain first-hand knowledge of existing conditions and limitations, and shall at once report to the Engineer errors, inconsistencies or ambiguities discovered. Failure to visit the site will not relieve the Contract of responsibility for same nor will extra payment

requests be considered for conditions, which could have been determined by examination of the Site and Documents

C. Bidders shall determine the extent to which an award by the Owner for other work including hazardous materials remediation and technology installation, may bear upon the Work performed by the Contractor.

#### **1.06 BIDDER'S QUALIFICATIONS**

A. Upon request, following the receipt of bids, the Bidder may be asked to submit a completed Qualifications Questionnaire. A submitted Qualifications Questionnaire completed in a manner that demonstrates bad faith shall be rejected and the Bid declared non-responsive as per Subparagraph 1.15E. The Bidder shall provide a complete copy of its most recent financial statements, if requested. A negative response to the request for a complete copy of the most recent financial statement shall be conclusively treated as non-responsive and shall disqualify the Bidder.

The City may make such investigation as is deemed necessary to determine the responsibility of the Bidder, including the ability of the Bidder to perform the Work according to the requirements of the Contract Documents. The Bidder shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any Bid if, by the evidence submitted or as the result of investigation, the City concludes in its discretion that the Bidder is not properly qualified to carry out the obligations of the Contract or is otherwise not a responsible Contractor under applicable law. The City of Scranton reserves the right to waive minor irregularities in the procedures or proposals if it is deemed in the best interests of the City of Scranton. The City may elect, at its sole and absolute discretion, to award a Contract based on the initial proposals, or, to open negotiations, either written or oral, with one or more proposers to address performance, technical, pricing, delivery, or other provisions. If negotiations are opened, the City may elect, at its sole and absolute discretion, to conclude negotiations at any time if it is determined to be in its best interest, or they will be closed upon settlement of all questions and clarifications. Proposals may be rejected and negotiations terminated by the City. The award will be based on the offers submitted, as well as any and all negotiations conducted. The City further reserves the right to reject all proposals and seek new proposals when such procedure is considered to be in the best interest of the City.

#### **1.07 BID SECURITY**

A. Each Bid must be accompanied by a single original Bid Bond, Cashier's Check, Trust Company Treasurer's Check or Certified Check in favor of or made payable to the City of Scranton. Any Bid Bond submitted as Bid Security shall be in the form as provided on the Contract Documents and shall be issued by a surety company licensed to do business in the Commonwealth of Pennsylvania with an A.M. Best rating of A- or better. The failure of the Bidder to submit the Bid Security shall be conclusively treated

as a deficiency requiring the rejection of the Bid. In the event of any inconsistency between a Bid Bond provided and these Instructions to Bidders, the instructions shall control. Bid surety shall be in the amount of \$1,000.

B. Such Bid Security shall be submitted with the understanding that it shall guarantee that the Bidder's Bid will not be withdrawn for the period of time allowed by Pennsylvania Act 1978-317, as amended and other provisions of applicable law; that, if the Bid is accepted, the Bidder will execute the Form of Agreement, Payment and Performance Bonds, insurance certificates, and other submittals required by Paragraph 1.18 of these instructions; and that in the event of withdrawal of said Bid within said period, the failure to furnish documents or information requested to cure a deficiency in the Bid, or the Bidder's failure to enter into said Agreement or provide the submittals required after notice of intent to award has been issued, the Bidder shall be liable for the full amount of such Bid Security as representing the damage to the City on account of the default of the Bidder in any particular hereof.

C. The successful bidder's Security will be retained until the contract is signed and furnished the required submittals. The City of Scranton reserves the right to retain the Security of the next three(3) lowest bidders until the lowest Bidder enters into a Contract or until 60 days after bid opening, whichever is the shorter. All other Bid Security will be returned as soon as practical. If any Bidder refuses to enter into a Contract, the City will retain his Bid Security as liquidated damages, but not as a penalty.

#### **1.08 BIDDER'S ACKNOWLEDGEMENTS REGARDING PROPOSED WORK**

A. Contracts will be awarded with the understanding that the Bidder, prior to submission of the Bid, has become acquainted with the requirements of the Contract Documents for all Prime Contracts, the work performed by other Contractors, the condition of the Site, the existing building, terrain, soil conditions, all utilities in existence (including those to which connections are to be made), and all other conditions of the Site and existing structures and has obtained all information necessary for the submission of his Bid and the completion of the Work on or before the submission of his Bid. Acknowledgment by the Bidder constitutes a binding agreement and understanding with the City that a claim may not be submitted based on a matter that is contrary to the subject of the acknowledgment.

B. Site Visitation: Contact **Captain Dennis Lukasewicz** at (570) 348-4134 to arrange for visitations to the Site and for all inspections of the Site and existing structure.

C. The Bidder acknowledges that he has examined carefully and in detail the character of the Site of the Project, existing structure the Contract documents and all other matters pertinent to the Work contemplated. The Bidder has satisfied himself as to the conditions to be encountered overhead, on the surface and concealed, the character quality and quantities of work to be done and materials to be furnished, and the requirements of the Contract Documents. The Bidder acknowledges that the City makes no representations regarding the subsurface conditions found at the Project Site.

D. The Bidder acknowledges that there is no expressed or implied agreement that the existing conditions have been correctly indicated and the Bidder has taken into account that conditions affecting the cost or quantities of work to be done may differ from those indicated.

E. The Bidder acknowledges that he has carefully examined all Contract Documents and materials pertinent thereto, with respect to all the categories of Work for which the City had advertised and will receive proposals, and is completely aware and satisfied as to the character, quality and quantities of all work, materials and for services required or to be provided or performed and will complete all Work of the Contract and further has examined the Work that will be required of the other Contractors employed by the City on the Project.

F. The Bidder acknowledges that, should Work to be performed be specified or indicated in more than one Prime Contract and no clarifications received by Addendum prior to Bid date, each Prime Contract Bidder so affected who is submitting a Bid shall consider the Work to be part of their Prime Contract. A subsequent determination will be made and an amount commensurate to the labor, material and equipment to be provided will be deducted from the Contractor determined not to be responsible.

G. The Bidder acknowledges that the Bidder has visited or has been given the opportunity to visit the Site, has read the Contract Documents and understands their full character and intent, and that, should the City subsequently accept his proposal, no claims, allowances or concessions will be made, accepted or recognized at any future time for any additional labor, equipment or materials required, or for any difficulties encountered in the Work, or for the lack of any information which could have been foreseen, apparent or ascertained by the Bidder.

H. The Bidder acknowledges that he has ascertained all governmental and utility requirements with respect to wage scales, materials, labor, safety and sanitation and shall base his Bid prices on full compliance therewith.

I. The Bidder acknowledges that he has familiarized himself with labor conditions, which might affect or influence the performance of the Work.

J. The Bidder acknowledges that he is fully aware of the City's status as a governmental entity in relation to this Project and the requirements of Applicable Laws related to certain exemptions from the application of sales taxes.

K. The award will be made to that responsive proposer whose proposal, conforming to requirements of the request, will be most advantageous to the City, price and other factors considered.

L. No proposal will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default to the City upon any contract, or that is a



defaulter, as surety or otherwise, upon any obligation to the City or who had failed to faithfully perform any previous contract with the City.

M. The Bidder acknowledges that the Bidder and other Contractors on the Project are responsible for coordination of their own construction activities and for resolving coordination issues between themselves and with other Contractors retained by City in the first instance in accordance with the General Conditions.

N. The Bidder acknowledges that he is aware and has been advised that the Contractor is solely responsible for initiating, maintaining and supervising all safety precautions and programs required under its portion of the Work and the Work of the Bidder's Subcontractors and Sub-Subcontractors and that the Bidder has reviewed, evaluated and taken into consideration these requirements when submitting the Bid.

O. The Bidder acknowledges that he is aware and has been advised that his Subcontractors must be given these requirements for bidding purposes so as to ensure consistency and adherence to the Contract Documents, that the Bidder as Contractor, is responsible fully to the City for the performance of his Subcontractors and that the Bidder will require each Subcontractor, through legally enforceable written agreements, to meet all of the responsibilities with respect to any portion of the Work performed by any Subcontractor.

O. The Bidder acknowledges that he assumes all risks resulting from any changes in the conditions which may occur during the progress of the Work, subject to the right of any Contractor to recover from another Prime Contractor, damages for interference and delay.

#### **1.09 UNDISCLOSED SITE AND BUILDING CONDITIONS - N/A**

#### **1.10 REVIEW OF DRAWINGS AND SPECIFICATIONS AND ADDENDA**

A. It is the intent of the Engineer to fully clarify all requirements of the Contract Documents. Bidders shall contact the Construction Manager/Project Engineer in writing to discuss any items in question during the Bidding period so that any questionable items can be resolved, and if required, Addenda may be issued prior to submission of Bids.

B. No recovery shall be allowed by a Contractor who fails to request clarification of a Contract Document requirement for damages associated with that requirement. The Contractor shall not at any time after submission of the Bid assert any claim whatsoever based upon insufficient data or incorrectly assumed conditions, nor shall the Contractor claim any misunderstanding in regard to the nature, conditions or character of the Work to be done under the Contract, as to which the Contractor failed to inquire.

C. Should any Bidder find discrepancies, duplications or omissions in the documents or have doubt as to the meaning expressed by the Contract Documents, he shall make

inquiry at once in writing to the Engineer. Addenda shall be a part of the Contract Documents. The Contract Documents can be changed prior to Bidding only by the issuance of Addenda by the Engineer.

D. No oral interpretations 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. Any inquiry received three (3) or more days prior to the date fixed for opening Bids will be given consideration. Every interpretation made to the Bidder in the form of an Addendum, and when issued, will be on file in the Purchasing Office of the City, before Bids are opened. In addition, all Addenda will be emailed, sent via facsimile, or otherwise transmitted to each holder of record of a complete set of Contract Documents. The Bidder shall contact the Engineer prior to the submission of the Bid to secure information on the latest Addenda issued. All Addenda shall become part of the Contract Documents and all Bidders shall be bound by such Addenda, whether or not received by the Bidders and whether or not acknowledged in the Bid.

E. The Bidder must base his Bid on the products and manufacturers specified in the Contract Documents, as modified by written Addenda. No substitutions are permissible where the Contract Documents provide for: (i) three products and/or manufacturers; (ii) one explicitly identified proprietary manufacturer; or (iii) one manufacturer where there is no explicit limitation to any identified proprietary product and therefore equal products and/or manufactures are permitted.

#### **1.11 REGULATIONS, APPLICABLE LAW AND PERMITS**

A. The law of the Commonwealth of Pennsylvania shall govern the interpretation of this Contract. Applicable law may include any of the following:

1. The Pennsylvania Statewide Building Code: Act 45 - The Uniform Construction Code (UCC) Act of 1999, which adopts the International Code Council Family of Codes - 2003, except that the UCC Administrative Regulations replace Chapter One of each of the International Codes.
2. City of Scranton ordinances, codes and regulations.

B. The general Prevailing Minimum Wage Rates, as determined by the Pennsylvania Department of Labor and Industry, Bureau of Labor Law Compliance for Prevailing Minimum Wage Predetermination, shall be paid for each craft or classification of all workers needed to perform the Contract during the anticipated term thereof, refer to Section 00800 for the rates issued for this Project.

C. Bids shall be submitted on the basis of full and total compliance with all Federal and State laws, regulations, statutes, and requirements pertaining to this Project. Bidder shall contact prior to bidding, the City of Scranton Department of Licenses and Permits as having jurisdiction and ascertain the building codes, permits, fees and regulations pertaining to this project. The Bidder shall determine what local ordinances, if any, will affect his Work and shall check for any regulations applicable to the area in which the Project is being constructed and, in addition for any rules or regulations of other

organizations having jurisdiction such as planning commissions, industries or utility companies. Any costs of compliance with local controls shall be included in the Bid, even though requirements of such local controlling agencies are not listed herein.

D. The Bidder shall contact the City of Scranton regarding any requirements for Contractor Licenses and/or bonding, and any ordinances which may restrict early morning, late evening, and/or weekend work hours, as well as any restrictions regarding access routes to the Site. Work hours permitted by the City of Scranton are 7:00 AM to 8:00 PM Monday through Saturday.

#### 1.12 PRE-BID CONFERENCE

A. A Pre-Bid for **Re-Bid Simulator Area Improvements of the Public Safety Building** will be held at the **Scranton Public Safety Building** located at the intersection of Colfax Avenue and Pine Street, at the time and dates identified in the published Invitation to Bidders, for the purpose of reviewing the Project and clarifying any items in the Contract Documents.

B. Questions from this meeting requiring modification of Contract Documents will be issued in the form of an Addendum. Bidders may not rely on the answers and responses given orally and may rely only on written answers to questions raised at pre-bid meeting that are included in an Addendum.

#### 1.13 COMPLETION OF WORK AND LIQUIDATED DAMAGES

A. The Bidder shall submit his Bid with the understanding that (1) The Contractor shall begin on the date indicated in or established by the Notice to Proceed and shall carry the Work forward expeditiously to achieve Substantial Completion on or before the times stipulated in the Contract Documents; (2) the time for the completion of the Work shall be considered of the essence of this Contract, and (3) for the costs of extra inspection, salaries of contingent forces and other expenses entailed by the City by delay in completing the contract, said City shall be entitled to liquidated damages, and not as a penalty, in the amount of \$100 for each and every calendar days delay, provided that the delay was not solely caused by the City or not otherwise excused in accordance with the General Conditions and other Contract Documents.

B. In the event that the work must be conducted beyond the normal working hours specified or if the Project is not completed by the specified duration, the Contractors shall reimburse the Consultants (A/E) for all their expenses. Expenses shall be calculated at the cost times 2.75 on labor and costs times 1.15 on all other items.

C. The reimbursement set forth above are in addition to liquidated damages, if any, and shall be paid to the Consultants by the Contractors prior to final payment or the amounts shall be deducted from the Contractors final payment. Reimbursement to the Consultants for additional work expenses shall not apply to the extent that their overtime or extension is the fault of the Consultant or beyond the reasonable control of the Contractor.

## 1.14 PREPARATION AND PRESENTATION OF BIDS

- A. Each Bidder shall submit a single original Bid using the Bid Forms and two copies of the Bid Forms provided in the Contract Documents. The Bid must be delivered in a sealed opaque envelope on or before the time and at the place stated above. Transmission of a Bid by electronic means, verbally, or by facsimile is not permitted. Name of the Bidder, Prime Contract Name and Number shall appear on the face of the Bid envelope.
- B. An original Bid Form for use by the Bidder shall be furnished with the Project Manual. Bidder shall instead use any revised Bid Form issued in an Addendum.
- C. The failure to execute or complete a blank on the Bid Form shall cause the Bid to be rejected only if the amount of the Base Bid or Bid for an Alternate cannot be determined. The failure of the Bidder to sign the Bid Form shall be conclusively treated as a nonresponsive Bid and the Bid shall be rejected. The failure to attest to the signature made on behalf of a Bidder shall not make the Bid nonresponsive. If the Bid For is inconsistent, the version most favorable to the City will govern.
- D. The blanks provided for the entry of sums on the Bid Form shall permit the Bidder to enter its Bid in words, or in numerical figures, or in both words and numerical figures. In case of discrepancy where both words and numerical figures are entered, the numerical figures shall control. No Bid shall be rejected solely by reason of the failure to enter sums in both words and numerical figures provided that a sum is ascertainable. If a sum is ascertainable, the Bid will conclusively be determined to be responsive.
- E. All Bids should be regular in every respect and interlineations, additions, excisions or conditions made or included in the completed Bid Form by the Bidder shall be disregarded and the Bid accepted. Only in the event that, notwithstanding the disregard of the interlineation, addition, excision or condition, the amount of the Base Bid or Bid for an accepted Alternate Bid cannot be predetermined shall the Bid be rejected.
- F. The Bid Form must be signed by and on behalf of the Bidder, using any readable medium. The failure of the Bidder to submit and sign the Bid Form and submit Bid Security shall be conclusively treated as a deficiency requiring the rejection of the Bid. The failure to provide an attestation to the signature of the Bidder shall be conclusively treated as an irregularity which, in the discretion of the City, may be ignored and the Bid accepted, provided that the attestation is submitted after the Bid, within three (3) business days of written notice from the City of the deficiency and of the opportunity to cure. If the Bidder fails within the (3) days or other period provided, the Bidder shall forfeit its Bid Security, the Bid shall be rejected as nonresponsive, the Bidder shall be deemed not a responsive Contractor for the next two construction solicitations issued by the City.
- G. The failure to complete the envelope containing the completed Bid Form with the information required by this Paragraph shall be conclusively treated as an irregularity

which, in the discretion of the City, may be ignored and the Bid accepted, provided that the omitted information or missing portion of the information is submitted after the Bid within three (3) business days of written notice from the City of the deficiency and of the opportunity to cure. If the Bidder fails to cure within the three days or other period provided, the Bidder shall forfeit its Bid Security, the Bid shall be rejected as nonresponsive.

H. Bids should be submitted by sole proprietors, partnerships, corporations, limited liability companies and forms of business organizations that are for the purposes of the Contract, a functional equivalent. Each Bidder must complete the Bid Form by entering the information requested, including for example, the name of the Bidder, the name of the person signing the Bid, the Bidder's business address with ZIP code, and other information of the type required by sub-subparagraphs to this Sub-paragraph. With the exception of the failure of the Bidder to sign the Bid Form, the failure to complete the Bid Form with regard to such information shall be conclusively treated as an irregularity which, in the discretion of the City, may be ignored and the Bid accepted, provided that the omitted information or missing portion of the information is submitted after the Bid, within three (3) business days of written notice from the City, of the deficiency and of the opportunity to cure. If the Bidder fails to cure within the three days or other period provided, the Bidder shall forfeit its Bid Security, and the Bid shall be rejected as nonresponsive. The failure of the Bidder to sign the Bid Form shall be conclusively treated as a deficiency requiring the rejection of the Bid, and the City may award to the next lowest responsible and responsive Bidder.

I. Bids by sole proprietors must be signed by the individual proprietor and witnessed. Any fictitious name or name under which the sole proprietor trades must be stated.

J. Bids by partnerships must furnish the full name of one or more general partners, and must be signed in the partnership name by one or more general partners.

K. Bids by corporations must be signed by the president of the corporation, a vice president of the corporation, or another corporate representative whose authority is established by an attached resolution. The signature of the representative must be witnessed and attested to by a secretary, assistance secretary, treasurer, assistant treasurer, or another corporate representative whose authority is established by an attached resolution. The Bid of a corporation does not require the affixing of the corporate seal. Any corporate resolutions attached to the Bid in order to establish the authority of a corporate representative may be dated as of the date of the Bid, or for a period of no more than one year prior thereto.

L. Bids by a Limited Liability Company or LLC, or equivalent form of business form of business organization, must submit the Operating Agreement or similar documentation, establishing the authority of the representative who executes the Bid and the authority of the representative who attests to the validity of the signature.

M. When requested by the City, satisfactory evidence of the authority of the individual signing on behalf of the Bidder or attesting to the signature, shall be furnished. The failure to furnish satisfactory evidence of the authority of the individual within three (3) business days, shall be conclusively treated as a deficiency requiring the rejection of the Bid.

N. The Bidder shall ascertain, prior to submitting a Bid that the Bidder has received all Bulletins and other Addenda issued. Bidder by the submission of the Bid acknowledges conclusively that all Addenda properly issued are applicable and operative as a part of the Contract Documents. Failure of any Bidder to receive any Bulletin or Addenda as provided for herein shall not release such Bidder from the obligation of his Bid, and the obligation to comply with the provisions of the Addenda. The failure to list one or more of the Addendum numbers on the Bid Form does not make the Bid nonresponsive.

### 1.15 CONTRACT FORMS AND SUBMITTALS

A. Bids and Bid Security, in accordance with the Invitation to Bid and these Instructions to Bidders, must be submitted in an opaque sealed envelope and addressed to:

City of Scranton  
Office of the City Controller  
2nd Floor  
340 North Washington Avenue  
Scranton, PA 18503

and shall be marked:

**Re-Bid Simulator Area Improvements of the Public Safety Building**

B. The completed Bid must be accompanied by additional documents, completed as required by the Bidding Requirements

C. The failure of the Bidder to submit with his completed and signed Bid For and the Bid Security, the other documents listed or identified in this Paragraph 1.15, shall be conclusively treated as an irregularity, which in the discretion of the City, may be ignored and the Bid accepted, provided that the omitted document or missing portion of the document is submitted after the Bid within three (3) days of written notice from the City, of the deficiency and of the opportunity to cure. If the Bidder fails to cure within the three (3) days or other period provided, the Bidder shall forfeit its Bid Security and the Bid shall be rejected as nonresponsive.

D. In accordance with the Pennsylvania Antibid-Rigging Act 62 Pa C.S. 4501 et seq., the Bidder shall submit with his Bid a Non-Collusion Affidavit.

INSTRUCTIONS TO BIDDERS  
Scranton Public Safety Building

E. Bidders may be requested to submit a completed Qualification Questionnaire, reflecting a good-faith effort at providing complete information in response to the questions therein. No Bidder will be disqualified on the grounds of nonresponsiveness unless the effort at completing the form is substantially incomplete or demonstrates bad faith. Before making an award, the City may require any Bidder, upon at least three (3) day notice, to present satisfactory evidence, in form specified by the City and in addition to the materials provided in the completed Qualification Statement, of his experience, qualifications, financial ability, and other matters reasonably related to his ability to satisfactorily perform and complete the Work covered by his proposal, or reasonably related to his integrity as a public Contractor. An apparent low Bidder shall upon request submit the most recent audited financial statement or, if an audited financial statement is unavailable, a financial statement prepared after a compilation or review, within three (3) days of the City's request. The City may direct that Bidder appear, by designated representatives, at a meeting called to consider Bidder's responsibility as a Contractor under applicable law. The City reserves the right to request such other information or data as the City and its representatives may deem necessary to evaluate the qualifications of the Bidder and to consider such matters, facts and circumstances presented by the Bidder as shall be permitted by Pennsylvania law, in making a determination whether the Bidder is a responsible Bidder.

#### **1.16 BID WITHDRAWAL and TIME ALLOWED for MAKING AWARD**

A. Bidders may withdraw Bids at any time up to the scheduled time for opening of Bids. The withdrawal of a Bid prior to the deadline for bidding may occur only by an official representative of the Bidder. Resubmitted Bids are permitted, provided that the resubmitted Bid meets all the requirements of a Bid under the Contract Documents, including the requirement of submission prior to the bidding deadline. Bids may not be modified after the deadline for submittal.

B. After the deadline for submittal, no Bid may be withdrawn except as permitted by the Bid Withdrawal Act.

#### **1.17 AWARD of CONTRACT**

A. The Contract will be awarded in accordance with the provisions of applicable law, as set forth in Paragraph 1.18 to the lowest responsible Bidder, provided the Bid complies with the requirements of these Instructions to Bidders and other Contract Documents and is reasonable and provided further that it is in the best interests of the City to accept it.

B. The City shall have the right to accept Alternates in any order or combination and to determine the low Bidder on the basis of the sum of the Base Bid and Alternates accepted on the date of Contract Award.

C. The City reserves the right to waive any informality in bids when such waiver is in the interest of the City of Scranton.

D. The City reserves the right to reject any and all bids when such rejection is in the interest of the City of Scranton, and to reject to bid of any Bidder, who in the City's judgment, is not in a position to perform the Contract. The City reserves the right to reject an unbalanced Bid, including a Bid with a Unit Price that unreasonably states the cost to the Bidder of a unit of Work or a Bid with an Alternate that is intended to be selected by the City and that is priced in an amount that unreasonably varies from the Alternate's cost to the Bidder.

E. The Resolution of the City's selecting a Bidder as the successful Contractor on the Bid, shall constitute (1) notice of the intent to award for the purpose of Paragraph 1.18, and (2) the award for the purpose of the deadline for awarding a contract under the Award and Execution of Contracts Act.

F. Each Bidder agrees to waive any claim it has or may have against the City, the Engineer and their respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any bid.

#### **1.18 SUBMITTALS REQUIRED POST-AWARD**

A. The City, during the period allowed and any extensions thereof, in its sole discretion, may, after selection of a Bidder, issue a notice of intent to award. Any such notice is not a Contract Document. Thereafter, City may award a Contract to the Bidder selected by City provided that the Bidder delivers to the City the following:

1. Executed Agreement (executed in the required number of counterparts) in the form set forth in the Contract Documents.
2. Performance and Payment Bonds in the form set forth in Contract Documents and in accordance with these Instructions to Bidders.
3. Insurance Certificates, policies or other evidence of insurance for insurance coverages that the Contractor is required to maintain.
4. Other documents, affidavits, and submittals required by the Contract Documents.

Failure of the Bidder to whom notice of intent to award has been given to deliver above items required by the Contract Documents shall constitute grounds for the City to declare the Bidder's Bid Security forfeited and to award to another Bidder.

B. The City-Contractor Agreement in final form will be prepared by City of Scranton Law Department.



C. Bidder shall furnish a Performance Bond and a Payment Bond on the forms provided as requested by the City. At least one (1) copy of the Bonds must be an original. The Surety Company shall be licensed in the Commonwealth of Pennsylvania with an A.M. Best rating of no less than A minus.

D. The Contractor shall deliver said Bonds to the City prior to executing the agreement. Failure or neglecting to deliver said Bonds, as specified, shall be considered as having abandoned the Contract and the Bid Security will be retained as liquidated damages.

E. The insurance certificates submitted must meet the requirements set forth in the General Conditions

F. After approval of Agreement, Bonds, insurance, and other submittals, the City will sign and date the Agreement. The City shall return to the successful Bidder within a reasonable period of time one (1) original of the dated, executed Agreement.

### 1.19 OTHER LAWS AND REGULATIONS

A. The Bidder's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances and codes, and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the Contract throughout, and they are deemed to be included in the Contract the same as though herein written in full.

B. Federal Occupational Safety and Health Act of 1970 (OSHA)

1. Attention is directed to the terms, provisions and conditions of the William-Steiger Safety and Health Act of 1970, which is specifically applicable to this Project.

2. The Contractor agrees to be bound by them and further agrees and promises to conform and comply with the Standards set forth in the Act.

3. The Contractor is required to promptly perform all reporting and recording, compliance and safety as required by said Act.

C. Pennsylvania Act 287 - Utilities Protection

The Contractor will be responsible for complying with Pennsylvania Act 287, commonly known as the "Call Before You Dig Act". Excavation or digging Contractors may learn the utilities and authority Owners by calling 1-800-242-1776 statewide, prior to excavation work. One call locates utility lines and the utilities are notified.

D. Pennsylvania Prevailing Wage 442

INSTRUCTIONS TO BIDDERS  
Scranton Public Safety Building

1. The General Prevailing Minimum Wage Rates, including contributions for employees benefits as shall have been determined by the Secretary of Labor and Industry, which must be paid to the workman employed in the performance of the Contract, are included in this Project Manual.

The Contract shall specifically provide the Contractor pay no less than the wage rates as determined in the decision of the Secretary of Labor and Industry, and shall comply with the conditions of the Pennsylvania Prevailing Wage Act approved August 15, 1961 (Act No. 442), as amended August 9, 1963 (Act No. 342), and the Regulations issued pursuant thereto, to assure the full and proper payment of said rates.

2. The Contract shall contain the stipulation that such workmen shall be paid no less than such general Prevailing minimum wage rates and such other provisions to assure payment thereof as heretofore set forth in this section.

3. The Contract provisions shall apply to all work performed on the contract by the Contractor and to all work performed on the contract by all Subcontractors.

4. The Contractor shall insert in each of their subcontracts all of the stipulations contained in these required provisions and such other stipulations as may be required.

5. The Contract shall provide that no workmen may be employed on the public work except in the classifications set forth in the decisions of the Secretary of Labor and Industry. In the event that additional or different classifications are necessary, the procedure set forth in Section 7 of these Regulations shall be followed.

6. The Contract shall provide that all workmen employed or working on the public work shall be paid unconditionally, regardless of whether any contractual relationship exists or the nature of any contractual relations which may be alleged to exist between any Contractor, Subcontractor and workmen.

7. The Contract shall provide that the Contractor and each Subcontractor shall post for the entire period of construction, the wage determination decisions of the Secretary of Labor and Industry, including to effective date of any changes thereof, in a prominent and easily accessible place or places used by them to pay workmen their wages. The posted notices of wage rates must contain the following information:

- a. Name of Project
- b. Name of public bid of which it is being constructed
- c. The crafts and classifications of workmen listed in the Secretary's general Prevailing Minimum Wage Rate determination for the particular project.
- d. The general Prevailing Minimum Wage Rates determined for each craft and classification and the effective date of any changes.

e. The statement advising workmen that if they have been paid less than the general prevailing minimum wage rate for their job classification or that the Contractor and/or subcontractor are not complying with the Act or these Regulations in any manner whatsoever, they may file a protest in writing with the Secretary of Labor and Industry within three (3) months of the date of the occurrence, objecting to the payment to any Contractor to the extent of the amount or amounts due or to become due to them as wages for work performed on the Public Work Project. Any workmen paid less than the rate specified in the contract, shall have civil right of action for the difference between the wage paid and the wages stipulated in the contract, which right of action must be exercised within six (6) months from the occurrence of the event creating such right.

8. The Contract shall provide that the Contractor and all Subcontractors shall keep an accurate record showing the name, craft and/or classification, number of hours worked per day and the actual hourly rate of wage paid (including employee benefits) to each workman employed by them in connection with the public work and such record must include any deductions from each workman. The record shall be preserved for two years from the date of payment and shall be open at all reasonable hours to the inspection of the public body awarding the Contract and to the Secretary of Labor and Industry or his duly authorized representatives.

9. The Contract shall provide that apprentices shall be limited to such members as shall be in accordance with a bona fide apprenticeship program registered with and approved by the Pennsylvania Apprenticeship and Training Council and only apprentices whose training and employment are in full compliance with the provisions of the Apprenticeship and Training Act approved July 14, 1961 (Act No. 304) and the Rules and Regulations issued pursuant thereto shall be employed on the public work Project. Any workman using the tools of a craft who does not qualify as an apprentice within the provisions of this subsection shall be paid the rate predetermined for journeymen in that particular craft and/or classification.

10. Wages shall be paid without any deductions except authorized deductions. Employers not parties to a contract requiring contributions for employee benefits which the Secretary of Labor and Industry has determined to be included in the general Prevailing Minimum Wage Rate shall pay the monetary equivalent thereof directly to the workman.

11. Payment of compensation to workmen for work performed on public work on a lump sum basis, or a piece work system, or a price certain

for the completion of a certain amount of work, or the production of a certain result shall be deemed a violation of the Act and these Regulations, regardless of the average hourly earnings resulting there from.

12. The provisions of the Act and these Regulations shall be incorporated by reference in the contract.

E. Nondiscrimination

1. According to 62 Pa. C.S.A. 3701, the Contractor agrees that:

a. In the hiring of employees for the performance of work under the contract or any subcontract, no Contractor, subcontractor, or any person acting on behalf of the Contractor or subcontractor shall by reason of gender, race, creed or color discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.

b. No Contractor or subcontractor or any person on their behalf shall in any manner discriminate against or intimidate any employee hired for the performance of work under the contract on account of gender, race, creed or color.

c. The contract may be canceled or terminate by the government agency, and all money due or to become due under the contract may be forfeited for a violation of the terms or conditions of that portion of the contract.

F. Human Relations Act

1. The provisions of the Pennsylvania Human Relations Act, Act 222 of October 27, 1955 (P.L. 741 (43 P.S. Section 951, et seq.) of the Commonwealth of Pennsylvania prohibit discrimination because of race, color, religious creed, ancestry, age, sex, national origin, handicap or disability by employees, employers, employment agencies, labor organizations, Contractors and others. The Contractor shall agree to comply with the provisions of this Act as amended that is made part of the Specifications. Your attention is directed to the language of the Commonwealth's nondiscrimination clause in 16 Pa. Code 349.101.

G. Competent Workmen

No person shall be employed to do Work under such contract except competent and first class workmen and mechanics. No workmen shall be regarded as competent, first class, within the meanings of this act except those who are duly skilled in their respective branches of labor, and who shall be paid that such rates and or such hours worked as shall be established and current rate of pay for such hours by employers of organized labor in doing of similar work in the City where work is being done.

#### H. Steel and Steel Products Procurement

In accordance with Act 3 of the 1978 General Assembly of the Commonwealth of Pennsylvania approved March 3, 1978, and as amended by Act 161 of 1982, and by Act No. 1984-44, if any steel or cast iron products are to be used or supplied in the performance of this Contract only steel or cast iron products produced in the United States as defined therein, shall be used or supplied in the performance of the Contract or any contracts thereunder.

#### I. Taxes

1. Contractor shall be responsible for and shall pay all applicable sales, use, excise or other taxes required by law on all materials, tools, apparatus, equipment, fixtures, services, incidentals, or otherwise which may be purchased or used in connection with the Work or portions thereof. The Bid shall be made in accordance with such laws and shall include all applicable taxes in the Bid amount.

2. Notwithstanding the foregoing, however, the City is exempt from sales and/or use tax in Pennsylvania on certain transactions. The City shall have no obligation to produce a tax clearance certificate evidencing its tax exemption status but may do so if requested. Contractor and all Subcontractors shall comply with the requirements in the General Conditions pertaining to the payment of taxes.

#### J. No Cash Allowance

No cash allowances for any purpose are included in the Specifications or this Project.

#### K. Standard of Quality

The various materials and products specified in the Contract Documents by name or description are given to establish a standard of quality and cost for bid purpose. Accordingly, no substitutions are permissible where the Contract Documents provide for: (I) 3 products and/or manufacturers; (ii) 1 or equal products and/or manufacturers; or (iii) proprietary manufacturers.

#### M. Asbestos -Free Certification

The successful Contractor shall certify that "no asbestos containing materials (ACM) and no "asbestos containing building materials" (ACBM) in this installation.

N. No Drugs or Alcohol on the Site

The Project Site is governed by the City's Policy on Drug-Free Facilities. Contractor's employees will abide by the same prohibitions as are applicable to the City's employees. Any person discovered on-site with/or under the influence of any illegal drugs or alcoholic beverages will be told to leave the Site by each Prime Contractor, shall not return, and will be prosecuted by law. Each Prime Contractor shall be responsible to monitor and enforce this issue with his own employees and those of the Subcontractors.

O No weapons on Site

Any person discovered on-site possessing a weapon will be told to leave the Site by each Prime Contractor, shall not return, and will be prosecuted by law, if appropriate. Each Prime Contractor shall be responsible to monitor and enforce this issue with his own employees and Subcontractors.

P.. No smoking On the Site

Any provision of federal and state law are therefore applicable to Contractor or Contractor's employees and prohibits any tobacco use on building grounds.

Q. Pollution Control - Preservation of Natural Resources

1. In compliance with Act No. 247 of the 1972 Session of General Assembly of the Commonwealth of Pennsylvania, Federal and/or state statues, rules or regulations dealing with the prevention of environmental pollution of preservation of public natural resources that may affect the Specifications. The Contractor shall fully comply with the latest revisions of said Acts and shall ensure compliance by all of the Contractor's Subcontractors.

2. All demolition and construction waste materials and/or rubbish shall be disposed of off the Project site. All demolition and construction waste materials and/or rubbish shall be disposed of in accordance with the latest Pennsylvania Solid Waste Laws at an approved facility.

3. The Contractor shall obtain from the PA Department of Environmental Protection an approved plan for soil erosion control. The plan is to be considered as part of the Contract Documents. The General Contractor shall maintain the plan on the Project site at all times and shall be responsible for complying with all laws, regulations and guidelines of the Department.

R. Proposal Insurance Requirements

By submitting a Proposal, the proposer agrees that it now carries or will carry throughout the term of any Contract generated as a result of this Request for Proposal, at a minimum, the following types and amounts of insurance:

Workers' Compensation	Statutory
Employer's Liability	\$500,000
Professional Liability	\$1,000,000 each occurrence \$1,000,000 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

Certificates of Insurance shall be furnished to the City of Scranton upon request.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_

(hereinafter called the "Principal") as Principal, and \_\_\_\_\_  
(hereinafter called "Surety") as Surety, are held and firmly bound unto **City of Scranton**  
(hereinafter called the "Obligee") as Obligee, in the sum of \_\_\_\_\_  
\_\_\_\_\_ (\$ \_\_\_\_\_ )DOLLARS, lawful money of the  
United States of America; for payment which we bind ourselves and each of our  
respective heirs, legal representatives, successors and assigns, jointly and which we bind  
ourselves and each of our respective heirs, legal representatives, successors and assigns,  
jointly and severally, by these presents on this day of \_\_\_\_\_, 20 \_\_\_\_\_

WHEREAS, said Principal is herewith submitting to the Obligee, a proposal to perform  
**Simulator Area Improvements of the Public Safety Building**, pursuant to plans,  
specifications and other Contract Documents incorporated into said proposal by  
reference; and it is a condition of the Obligee's receipt and consideration of said proposal  
that the proposal be accompanied by bid security to be held by the Obligee on terms  
embodied herein.

NOW, THEREFORE, the condition of this obligation is that if said Principal shall timely  
furnish Performance Bond, Payment Bond, and Insurance Certificates to the Obligee  
upon the Obligee's delivery to the Principal of notice of intention to accept his proposal  
and to make a formal award of contract to hi, and shall enter into such contract, all as  
required by said Contract Documents, or the Obligee shall reject all bids submitted in  
association with the aforementioned project or work, then this obligation shall be void;  
otherwise it shall remain in full force and the Principal and Surety will pay to the Obligee  
the difference, not to exceed the penalty hereof, between the amount specified in said  
proposal and such larger amount for which the Obligee may in good faith contract with  
another party to perform the work covered by said proposal, plus any advertising,  
architectural, legal and other lawfully recoverable costs incurred by the Obligee by reason  
of the Principal's default.

Payment under this Bond shall be made within fifteen (15) days of written notice to the  
Surety of the Bidder's default.

The Surety shall cause to be attached hereto a current and effective Power of Attorney  
evidencing the authority of the person executing this Bond, on the Surety's behalf to  
execute, seal and deliver this Bond and thereby bind the Surety.

Any suit or action under this Bond shall be commenced only in the Court of Common  
Pleas of Lackawanna County, Pennsylvania.

BID BOND  
Scranton Public Safety Building



IN WITNESS WHEREOF the Principal and Surety, intending to be legally bound, have executed this bond the day and year aforementioned.

*(Principal)*

*(Seal)*

*(Witness)*  
*(Title)*

*(Witness)*

*(Surety)*

*(Title)*

BID BOND  
Scranton Public Safety Building

**BID FORM**

FOR

CONTRACT NAME Simulator Area Improvements of the Public Safety Building

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

For the

**CITY of SCRANTON**  
**340 North Washington Avenue**  
**Scranton, PA 18503**

Proposal of (Name) \_\_\_\_\_  
(Address) \_\_\_\_\_  
(Telephone) \_\_\_\_\_  
(Contact Person) \_\_\_\_\_

**City of Scranton**  
**Office of the City Controller**  
**2nd Floor**  
**340 North Washington Avenue**  
**Scranton, PA 18503**

In conformity with the Plans and Specifications prepared by **Peters Design Group, Inc, 1415 Price Street, Scranton, PA 18504**, and after an examination of the site and the Bidding Requirements and other Contract Documents, the undersigned submits this proposal and encloses herewith bid security in an amount of not less than ten percent (10) of the total of the hereinafter stated Base Bid, made payable to and indemnifying the "**City of Scranton**" Scranton, PA which is understood will be held by the City, as security as provided in the Instruction to Bidders. If this proposal of any part thereof is accepted by the City, and the undersigned shall fail to furnish approved bonds, execute the Agreement and otherwise comply with the Bidding Requirements, then the City may proceed to collect against the bid security as provided in the Instructions. Should the City fail to make an award, then the City may proceed to collection against the bid security as provided in the Instructions. Should the City fail to make an award on this project through no fault or failure on the part of the Bidder, then the City shall return said bid security.

It is hereby certified that the undersigned is the only person(s) interested in this proposal as principal, and that the proposal is made without collusion with any person, firm or corporation. The Bidder submits herewith, as such, a Non-Collusion Affidavit in accordance with the provisions of the Pennsylvania Anti-Bid Rigging Act of October 28, 1983.

BID FORM  
Scranton Public Safety Building

Bidder hereby agrees to execute the Agreement, to furnish surety company bonds in the form incorporated in the Contract Documents in the amount of one-hundred percent (100%) of the contract price for the Performance Bond and Labor and Material Payment Bond, and to furnish the other documents set forth in the Instructions to Bidders, and to begin work in accordance with the Notice to Proceed.

Bidder guarantees that, if awarded the contract, he will furnish and deliver all materials, tools, equipment, tests, transportation, secure all permits and licenses, do and perform all labor, superintendence and all means of construction pay, all fees and do all incidental work, and to execute, construct and finish, in an expeditious, substantial and workmanlike manner, in accordance with the plans and specifications to the complete satisfaction and acceptance of the City, for the work of this Contract, for the **Simulator Area Improvements of the Public Safety Building**

It is understood that the City, reserves the right to reject any or all proposals, or part thereof, or items therein and to waive technicalities required for the best interest of the City. It is further understood that competency and responsibility of bidders will receive consideration before the award of the contract.

Bidder submits this proposal with the understanding that the work shall be substantially completed within thirty (30) calendar days from the date of Notice to Proceed, and that time for completion of the work of all contracts shall be considered as of the essence of this Contract.

The bidder agrees that he will not assign his bid or any of the rights or interests thereunder without the written consent of the City. In the event of a discrepancy between the verbiage (words) and numbers entered here below, the verbiage shall govern.

The following is a list of documents which are to be included with this bid:

1. Bid Security
2. Affirmative Action Certification
3. Certificate of Non-Segregated Facilities
4. Non-Collusion Affidavit

BID FORM  
Scranton Public Safety Building

THE BID, as called for, (PLEASE NOTE GENERAL OR ELECTRICAL) is submitted as follows:

**BASE BID**

For all Construction Work, complete, as shown and specified in the Contract Documents as associated with the Simulator Area Improvements, to include the walls and door that defines the Special Investigation Division Area, the lump sum of:

Dollars

(Complete the amount of the bid in words)

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

(Complete the amount of the bid in numerals)

**ADD ALTERNATE 1 BID**

For all Construction Work, complete, as shown and specified in the Contract Documents as associated with the Simulator Area Improvements plus all work complete as shown and specified in the contract documents as associated with the Special Investigation Division Area Improvements, which includes the painting of all walls, the installation of a new VCT floor covering, the installation of a new suspended ceiling complete, the provision of new lighting and emergency lighting, power distribution & switching, the lump sum of:

Dollars

(Complete the amount of the bid in words)

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

(Complete the amount of the bid in numerals)

BID FORM  
Scranton Public Safety Building

**BULLETINS WILL BE ISSUED, IF REQUIRED, TO CONTAIN THE FOLLOWING:**

**ADDENDA**

In submitting this Bid, I acknowledge receipt of the following Addenda, and the cost, if any, of such revisions has been included in the bid sum:

Addendum No. Dated	Addendum No. Dated	Addendum No. Dated
--------------------	--------------------	--------------------

In accordance with Subparagraph 1.14T of the Instructions to Bidders, each Addendum issued becomes part of the Contract without regard to whether noted here.

BID FORM  
Scranton Public Safety Building

Signature Pages to follow

**SIGNATURES**

Name of Bidder (Printed)

Signature of Bidder \_\_\_\_\_

Witness \_\_\_\_\_

Business Name \_\_\_\_\_

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

BID FORM  
Scranton Public Safety Building

## 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 \_\_\_\_\_

**Certificate of Non-Segregated Facilities**

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

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

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

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

BY \_\_\_\_\_

TITLE \_\_\_\_\_

LIST OF DRAWINGS

SK-G1 SITE IMPROVEMENTS - GENERAL

SK-E1 SITE IMPROVEMENTS - ELECTRICAL

End

NOTICE OF AWARD

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PROJECT DESCRIPTION Re-Bid Simulator Area Improvements of the Scranton Public Safety Building.

1. The Owner has considered the Bid submitted by you, dated \_\_\_\_\_, for the above described work, in response to its Invitation to Bid and Instructions to Bidders.
2. You are hereby notified that your bid in the following amount is accepted:  
  
A. **Lump Sum Bid:** \$ \_\_\_\_\_
3. You are required by the Invitation to Bid to execute the Acceptance of Notice of Award immediately and to execute the Agreement between Owner and Contractor and sign Stipulation Against Liens within ten (10) days hence.
4. If you fail to execute said Agreement within ten (10) days from the date of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Bid as abandoned. The Owner will be entitled to such other rights as may be granted by law.
5. Within three (3) days following the execution of the Agreement, you are required to deliver Contractor's Performance and Payment Bond, written on AIA Document A312, each in the amount of 100% of the Contract Sum. The Bonds shall be dated on, or after, the date of the Contract. The attorney-in-fact who executes the required bonds on behalf of the surety shall affix thereto a certified and current copy of the power of attorney.
6. Within three (3) days following the execution of the Agreement, you are required to furnish a Certificate of Contractor's Liability Insurance of the type and amounts specified, including thirty (30) days prior written notice of cancellation.
7. You are required to return an acknowledged copy of this Notice of Award to the Architect/Engineer.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Owner: City of Scranton

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

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

OWNER/CONTRACTOR AGREEMENT

THIS AGREEMENT, executed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between the

City of Scranton, 340 North Washington Avenue, Scranton, Pennsylvania

18503, hereinafter called the "Owner", and \_\_\_\_\_  
(Name of Company)

of \_\_\_\_\_ a \_\_\_\_\_,  
(Address of Company) (Form of Organization)

organized under the laws of the State/Commonwealth of Pennsylvania

hereinafter called the "Contractor".

ARTICLE 1 - THE CONTRACT DOCUMENT

The Contract Documents consist of this Agreement between the Owner and the Contractor, the documents identified in the Instructions to Bidders and the General Conditions, Addenda issued prior to execution of this Agreement, and Amendments and other modifications issued subsequent to the execution of this Agreement. These form the Contract, and all are as fully a part of this Agreement, as if attached hereto or repeated herein.

ARTICLE 2 - THE WORK

The Contractor shall perform all of the Work required by the Contract Documents for the Re-Bid Simulator Area Improvements of the Public Safety Building, Lackawanna County, Scranton, as described in the Contract Documents and Addenda.

ARTICLE 3 - DESIGN AND CONSTRUCTION PROFESSIONALS

The Engineer for the Project is **Peters Design Group, Inc.**, main office:

**1415 Price Street, Scranton, Pennsylvania 18504, (570) 346-8446.**

ARTICLE 4 - TIME OF COMMENCEMENT AND COMPLETION

The work to be performed under this Contract shall be commenced with all off-site and on-site activities required by the Contract Documents after receipt of, and on the date or dates set forth in, the Notice or Notices to Proceed. The Contractor shall complete all contract Work to the satisfaction and approval, in every respect, of Owner, within the overall Contract Time for the Project and within the Completion Dates for each Milestone, for each Phase, and for Substantial and Final Completion, as set forth in the Contract Documents. Contractor agrees that time is of the essence in the performance of this Contract, and that if he shall fail to complete the Work within the times specified for

Substantial Completion of the identified Phases or Milestones or such extensions thereof as shall be granted as herein provided, the Contractor shall pay Owner, as Liquidated Damages and not as a penalty for each such failure, the amounts set forth in Subparagraph 1.13A of the Instructions to Bidders.

#### ARTICLE 5 - CONTRACT SUM

Owner shall pay the Contractor for the performance of the Work subject to additions and deductions by Change Order in current funds, the Contract Sum of  
\$ \_\_\_\_\_

Dollars ( \$ \_\_\_\_\_ ) for the Based Bid all as set forth in the General Conditions, Specifications and Drawings of this Contract.

#### ARTICLE 6 - PROGRESS PAYMENTS

Based upon Applications for Payment submitted by the Contractor, Owner shall make progress payments on account of the contract sum to the Contractor, as provided in the General Conditions of the Contract.

#### ARTICLE 7 - FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by Owner to the Contractor after Final Completion of the Work, provided the Work has then been completed, the Contract fully performed, a Final Inspection held, Warranty provided, and a Final Certificate of Payment has been issued, all as set forth in the General Conditions of the Contract.

#### ARTICLE 8 - MISCELLANEOUS PROVISIONS

- 8.1 Terms used in this Agreement shall have the meanings designated in the Contract Documents.
- 8.2 The Payment and Performance Bonds given by the Contractor conditioned upon the faithful performance of the Contract; the payment of labor, material, equipment rental and public utility service claims; and the correction of defective installation or non-conforming materials and equipment are attached hereto and made a part hereof. However, no third party shall acquire any rights against Owner under the Contract Documents.
- 8.3 The Contractor agrees to abide and be bound by the Applicable Laws relating to and regulating wages to be paid and the hours and conditions of employment and relating to equal employment opportunity.

8.4 The Contractor agrees to be bound by the Non-Discrimination Clause set forth in and to the contract documents.

IN WITNESS WHEREOF, the City of Scranton and the Contractor have caused these presents to be executed on the day and year above written.

City of Scranton  
("Owner")

Attested:

\_\_\_\_\_  
Title \_\_\_\_\_

\_\_\_\_\_  
Title \_\_\_\_\_

**For Individual Bidder:**

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Signature of Individual)

Trading and doing business as: \* \_\_\_\_\_

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

\* If fictitious or trade name is employed in conduct of business, complete, by deletion as appropriate, the following statement:

Foregoing fictitious or trade name (has) (has not) been registered by the individual proprietorship under Pennsylvania Law.

**For Partnership Bidder**

\* \_\_\_\_\_  
(Name of Partnership)

\_\_\_\_\_  
Name of General Partner(Printed)

\_\_\_\_\_  
witness

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

The partners constituting the partnership herein named are:

Partner: \_\_\_\_\_ Address: \_\_\_\_\_

Partner: \_\_\_\_\_ Address \_\_\_\_\_

Partner: \_\_\_\_\_ Address \_\_\_\_\_

Partner: \_\_\_\_\_ Address \_\_\_\_\_

(Add addition lines for the names and address of additional Partners, if there are more than four Partners in the Partnership, by Attaching an addition page or pages to this Bid).

\* If fictitious or trade name is employed by the partnership in conduct of its business, insert name here:

\_\_\_\_\_

Next, complete, by deletion as appropriate, the following statement:

Foregoing fictitious or trade name (has) (has not) been registered by the partnership under Pennsylvania Law.

**For Corporate Bidder**

(Name of Contractor)

\_\_\_\_\_  
(Print name of Corporation)

Attest: \_\_\_\_\_  
Signature of Secretary  
Secretary, Treasurer, Asst.  
Treasurer or other authorized  
representative.\*\*

By: \_\_\_\_\_  
Signature of President, Vice  
President or other authorized  
representative\*.

\_\_\_\_\_  
Print name of Representative

\_\_\_\_\_  
Print name of representative

\* If a representative other than the President or a Vice President of the Corporation signs this Bid on its behalf, then attached a valid corporate resolution or other appropriate proof, dated prior to or as of the date of the Bid, evidencing authority to execute this Bid on behalf of the Corporation.



\*\* If a representative other than the Secretary, an Assistant Secretary, the Treasurer or an Assistant Treasurer attest to the signature of the corporate representative, then attached a valid corporate resolution or other appropriate proof, dated prior to or as of the date of the Bid, evidencing authority to attest to the execution of this Bid on behalf of the Corporation.

(1) Complete the following statement:

The Corporation has been organized and is existing under laws of the State/Commonwealth of \_\_\_\_\_.

(2) If a Corporation has been organized under laws of a State other than those of the Commonwealth of Pennsylvania, complete, by deletion as appropriate, the following statement:

The Corporation (has) (has not) been granted a certificate of authority to do business in the Commonwealth of Pennsylvania under applicable laws.

(3) If Corporation has been organized under laws other than those of the Commonwealth of Pennsylvania and has NOT been granted a certificate of authority, complete, by deletion as appropriate, the following statement:

The Corporation (has) (has not) applied for a certificate applied for a certificate of authority to do business in the Commonwealth of Pennsylvania and (has) (has not) attached a copy of the pending application to this Bid.

**Limited Liability Company (LLC) Bidder**

(Name of Contractor)

\_\_\_\_\_  
(Print Name of Limited Liability Company)

Attest: \_\_\_\_\_  
Signature of Authorized  
Representative\*

By: \_\_\_\_\_  
Signature of Authorized Representative

\* The individual attesting verifies and represents that the person whose signature is affixed to this Bid on behalf of the Limited Liability Company (LLC) is duly authorized in accordance with the representations herein set forth.

\*\* Check the box with applies to this Bid:

\_\_\_\_\_ The Certificate or Organization provides that LLC is to be managed by managers, and this Bid has been executed by a Manager fully authorized by the Certificate, by the Operating Agreement and by Resolutions of the LLC. Copies of the relevant documents are provided with the Bid or can be provided upon request within three(3) working days.

\_\_\_\_\_ The Certificate or Organization does not provide that LLC is to be managed by managers, and this Bid has been executed by a Member fully authorized by the Certificate, by the Operating Agreement and by Resolutions of the LLC. Copies of the relevant documents are provided with the Bid or can be provided upon request within three (3) working days.

\_\_\_\_\_ This Bid has been executed by a representative of the LLC who is not a Manager or a Member of the LLC, and instead who holds the office of \_\_\_\_\_(insert title), and the execution of this Bid is fully authorized by the Certificate, by the Operating Agreement and by Resolutions of the LLC. Copies of the relevant documents are provided with the Bid or can be provided upon request within three (3) working days.

The Bidder and the individuals signing and attesting to the execution of this document further represent that (1) execution of the Bid is carrying on business in the usual way; (2) the LLC authorizes the execution of this Bid even if execution and submission of this Bid is not carrying on business in the usual way for the LLC; and (3) to the best of the individuals' information and belief, the Owner has no knowledge of the Member's or the Manager's lack of actual authority, or of any applicable and relevant restriction on his or her authority.

Complete the following statement:

The LLC has been organized and is existing under laws of the State/Commonwealth of \_\_\_\_\_.

If the LLC has been organized under laws of the State other than those of the Commonwealth of Pennsylvania, complete, by deletion as appropriate, the following statement:

The LLC (has)(has not) been granted a certificate of authority to do business in the Commonwealth of Pennsylvania under applicable laws.

If the LLC has been organized under laws other than those of the Commonwealth of Pennsylvania and has NOT been granted a certificate of authority, complete, by deletion as appropriate, the following statement:

The LLC (has) (has not) applied for a certificate of authority to do business in the Commonwealth of Pennsylvania and (has) (has not) attached a copy of the pending application to this Bid.

END of DOCUMENT

**NOTICE TO PROCEED**

RE: Re-Bid Simulator Area Improvements of the Public Safety Building for  
Scranton  
the City of

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

You are hereby notified to commence work in accordance with the Agreement dated  
\_\_\_\_\_, 20\_\_\_\_, on or before \_\_\_\_\_, 20\_\_\_\_,  
with the date of **Substantial Completion** being \_\_\_\_\_20\_\_\_\_\_

Owner: City of Scranton  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

Acceptance of Notice to Proceed

Receipt of the above Notice to Proceed  
is hereby acknowledged by

\_\_\_\_\_  
Contractor Name

this is the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

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

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

## GENERAL CONDITIONS

General Conditions of the Contract shall be as set forth in AIA Document A201, "General Conditions of the Contract for Construction," 1997 edition, and this publication shall by reference become part of the Contract Documents.

Articles contained in this document include:

1. General Provisions
2. Owner
3. Contractor
4. Administration of the Contract
5. Subcontractors
6. Construction by Owner or by Separate Contractors
7. Changes in the Work
8. Time
9. Payments and Completion
10. Protection of Persons and Property
11. Insurance and Bonds
12. Uncovering and Correction of Work
13. Miscellaneous Provisions
14. Termination or Suspension of the Contract

Any Bidder not familiar with this document may examine a copy at the Architect's/Engineer's office during normal working hours.

## SUPPLEMENTARY GENERAL CONDITIONS

The following items supplement, modify, change, delete from, or add to the "General Conditions of the Contract for Construction," AIA Document A201, 14th edition, 1997. Where any article of the General Conditions is modified or any paragraph, subparagraph, or clause thereof is modified or deleted by these supplements, the unaltered provisions of that article, paragraph, or clause shall remain in effect. If there are any instances where the Supplementary General Conditions conflict with standard Federal documents included herein, the Federal documents shall supersede.

### 1.1 ARTICLE 1. GENERAL PROVISIONS

#### A. Modifications to Paragraph 1.1, BASIC DEFINITIONS:

1. Revise the last sentence of Subparagraph 1.1.1 as follows:
  - a. The Contract Documents shall also consist of the Form of Proposal and the Invitation to Bid.

#### B. Modification to Paragraph 1.2, EXECUTION, CORRELATION, AND INTENT:

1. Add the following sentence to Subparagraph 1.2.2:
  - a. Before submitting Proposal for his work, the Contractor will be held to have examined the premises and satisfied himself as to the existing conditions under which he will be obliged to operate, or that will in any way or manner affect the work under this Contract. No allowance shall be made subsequently in this connection in behalf of the Contractor for any error or negligence on his part.
2. Add Paragraph 1.2.6, EXECUTION OF CONTRACT DOCUMENTS, as follows:
  - a. It shall be understood that the Architect's/Engineer's drawings are diagrammatic and that it is the Contractor's responsibility to exactly locate in the field the work to be accomplished.
3. Add Paragraph 1.2.7, CONTRACTOR'S OBLIGATION TO REVIEW DOCUMENTS FOR ERROR:
  - a. The Architect acknowledges fallibility and herewith places the obligation on the Contractor to call to the Architect/Engineer's attention any part of the Contract Documents, which is obscure, contradictory or would in some way prevent completion of the work as intended. This shall be done prior to signing of a Contract, or thereafter, the A/E and Owner shall evoke their full authority to interpret the Contract Documents, and the Contractor shall be bound by such intent, as spelled out in the General Conditions.

4. Add Paragraph 1.2.8, STANDARD SPECIFICATIONS, as follows:
  - a. All reference to standard designated specifications or associations for tests, materials, or Federal Specifications, will be enforced. When the Contractor is unfamiliar with such Specifications, he must bear the burden of replacement of materials or labor due to non-conformance.
  
5. Add Paragraph 1.2.9, as follows:
  - a. Substitutions - Whenever a material, article or piece of equipment is identified on the Drawings, or in the Specifications by reference to manufacturers' or vendors' names, trade names, catalog numbers or the like, it is so identified for the purpose of establishing a standard, and any material, article, or piece of equipment of other manufacturers or vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or piece of equipment so proposed is, in the opinion of the Architect/Engineer, of equal substance, appearance and function. It shall not be purchased or installed by the Contractor without the Architect's written approval.
  - b. "Satisfactory evidence" of compliance with material specifications shall consist of certified documentation by an independent source approved by the A/E.
  
6. Add the following Paragraph 1.2.10:
  - a. Approved Equal - In all cases where the choice of more than one make or type of article or material is specified, the final selection rests with the Owner and Architect/Engineer. Where the Specifications call for a stipulated item "or approved equal," the Contractor shall submit his bid based upon the stipulated item(s). "Approved equal" substitutions where applicable shall be proposed to the A/E for consideration by the successful low bidder after award of contract and prior to purchase and/or installation. Satisfactory evidence of material specification compliance, testing agency results, code approvals, Federal Specification standards, optional accessories, available finishes, samples, etc., all dates required for direct comparison of the proposed substitution to the specified item shall be verified by the Contractor prior to submittal by the Contractor for A/E evaluation. The A/E's decision shall be final, and the Contractor shall not proceed with the proposed substitution without the A/E's written approval. The phrase "equal to" or "similar to" shall carry the same intent as "or approved equal."

1.2 ARTICLE 3 - CONTRACTOR

1. Add the sentences below to Subparagraph 3.2.2:
  - a. Before ordering any material or doing any work, the Contractor shall verify all measurements at the building and shall be responsible for the correctness of same. No extra compensation will be allowed on account of difference between actual dimensions and measurements and those indicated on the drawings. Any significant difference which may be found shall be submitted to the Architect for consideration before proceeding with the work.
  
2. Add the sentences below to Subparagraph 3.3.1:
  - a. The Contractor's supervision and procedures shall include the responsibility for calling pre-construction planning session(s) to be attended by all Contractors, including those indirectly under the Owner. He shall coordinate and mesh the Contractor's means, methods, and techniques, sequence and procedures, with each other to his own, so that each provide for the physical and scheduling needs of the other. No reimbursement will be made by the Owner because of lack of proper coordination or cooperation between contractors which results in additional cost to one or any.
  - b. The Contractor shall inform the Architect/Engineer of any delay, due to any cause, which affects the progress of any work and for anything which affects the quality of the work.
  
3. Add Paragraph 3.12.12, as follows:
  - a. Shop Drawings or Samples: The Contractor shall send Three (3) sets of Shop Drawings to the A/E, who will retain two (2) copies.
    - (1) All shop drawings submitted must bear the stamp of approval of the Contractor as evidence that the Drawings have been checked by the Contractor. **ANY DRAWINGS SUBMITTED WITHOUT THIS STAMP OF APPROVAL WILL NOT BE CONSIDERED AND WILL BE RETURNED TO THE CONTRACTOR FOR PROPER RESUBMISSION.**
  
4. Modification to Paragraph 3.18, INDEMNIFICATION; add the following Subparagraph 3.18.4:
  - a. Contractor shall save the Owner harmless from any and all claims, damages, liabilities, and loss growing out of injury to or death of Contractor's employees or any other person while on or about Owner's



premises in connection with any matters relating to the performance of this Contract.

5. Modification to Paragraph 3.5 WARRANTY; add sentence below to Subparagraph 3.5.1:
  - a. The guarantee for each trade shall be for a period of one year from the date of the final Certificate of Payment. Should the guarantee required under any trade section of the specifications be for a period of more than one year, the Contractor's guarantee shall, with respect to such trade or trades, be for such longer period.

1.3 ARTICLE 5 - SUBCONTRACTORS

1. Add Paragraph 5.1.3, as follows:
  - a. Definition: When used throughout the trade sections of the specifications, the term "Contractor" is intended to mean any Contractor, Subcontractor, Sub-Subcontractor or Supplier who performs all or any part of the work in that section.
2. Add Paragraph 5.3.2, as follows:
  - a. All Subcontractors, Sub-Subcontractors, and Suppliers shall comply with the General Conditions, the Supplementary General Conditions, and all applicable portions of Division-1 - General Requirements, as outlined at the beginning of each trade section.
3. The following Paragraph 5.3.3 shall be added:
  - a. All Subcontractors, whether under separate contract with the Owner or the General Contractor, are to cooperate and consult with each other so that as a whole the work shall be finished complete and perfect, without interference, one of its kind, and to avoid hindering each other or delaying the progress of the work.

1.4 ARTICLE 9 - PAYMENTS AND COMPLETION

1. Add the following to paragraph 9.3.2:
  - a. Payment of stored construction equipment/materials on or off-site will not be made to the Contractor until all of the following has been completed and approved:
    - (1) The Contractor has submitted a copy of the paid invoice from the supplier for material/equipment stored on or off-site.
    - ) If storage is required off-site for construction materials/equipment, then the following additional requirements apply:
      - (a) The Contractor must request, in writing, approval from the Owner to store materials/equipment off-site.
      - (b) Certificates of insurance for off-site storage of construction materials/equipment must be submitted by the Contractor, including insurance coverage to transport the materials/equipment to the construction site.
      - (c) The Owner's representative shall visit the location of any off-site stored materials/equipment and take photographs. This visitation shall be at the Contractor's expense, including all costs for transportation, lodging, and meals where applicable.
      - (d) Payment of off-site stored construction materials/equipment will not be made until all the above has been completed and approved.

1.5 ARTICLE 10 - PROTECTION OF PERSONS AND PROPERTY

1. Add Paragraph 10.2.8, as follows:
  - a. It shall be the duty and responsibility of the Contractor performing cutting operations using welding or torching methods, to comply with the safety provisions of the National Fire Protection Association's National Fire Codes pertaining to such work and the Contractor shall be responsible for all damages resulting from a failure to so comply.

1.6 ARTICLE 11 - INSURANCE AND BONDS

1. Add the following Subparagraph 11.1.4 to Paragraph 11.1 - CONTRACTOR'S LIABILITY INSURANCE:
  - a. During the term of the Contract, the Contractor and each Subcontractor shall, at their own expense, purchase and maintain the following insurance in companies properly licensed in the Commonwealth of Pennsylvania and satisfactory to the Owner.
    - (1) Workmen's Compensation:
      - (a) Statutory as required by law.
      - (b) Employer's Liability--\$500,000 each accident
    - (2) Comprehensive General Liability including coverage for direct operations, sublet work, elevators, contractual liability, completed operations, and "XCU" coverage with limits not less than those stated below:
      - (a) Personal Injury      Each Person    \$500,000  
  Each Occurrence    \$500,000
      - (b) Bodily Injury    Each Person    \$1,000,000  
  Each Occurrence    \$1,000,000
      - (c) Property Damage    Each Occurrence    \$500,000  
          (Broad Form) Aggregate                 \$500,000
    - (3) Comprehensive Automobile Liability Insurance including coverage for owned, non-owned, and hired vehicles with limits not less than those stated below:
      - (a) Bodily Injury    Each Person    \$300,000  
  Each Accident \$500,000
      - (b) Property Damage    Each Occurrence    \$500,000

Liability insurance may be arranged by comprehensive general liability and comprehensive automobile liability policies for the full limits required; or by a combination of underlying comprehensive liability policies for lesser limits with remaining limits provided by an Excess or Umbrella Liability Policy.

2. Add the following Subparagraph 11.4.3 to Paragraph 11.4:
  - a. Within three (3) days following the date of execution of the Contract, the Contractor shall deliver to the Owner/Architect Surety Bond in the amount of \$5,000 as a guarantee to furnish services as specified. The Bonds shall be dated on or after the date of the Contract.
3. Add paragraph set forth below to Article 11.
  - a. 11.5 INSURANCE CANCELLATION 11.5.1 - All Contractors' liability insurance, Owner's liability insurance and property insurance shall contain a thirty (30) day prior written notice of cancellation of any policy.

1.7 ARTICLE 12 - MISCELLANEOUS PROVISIONS

1. Add Paragraph 13.5.7 as follows:
  - a. Inspection and Tests: When tests not specified in the Contract Documents are required by the Owner to establish compliance with the Contract Documents, the Contractor shall pay cost of services when tests indicate non-compliance, and the Contractor shall pay cost of all subsequent re-testing until compliance is established. Test results shall be submitted directly to the Architect, by approved testing laboratory.

1.8 ADD THE FOLLOWING ARTICLE 15 - STIPULATION AGAINST LIENS

- 15.1 Waiver by each Contractor of the right to file mechanics liens shall be executed by each Contractor and will be filed in the office of the Prothonotary in the County in which the work is being done. The document shall be prepared by the Owner's Solicitor. The Owner will file the document and pay the filing fee.

END OF SUPPLEMENTARY GENERAL CONDITIONS

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

Project Name:	Simulator Area Improvements-Public Safety Building
Awarding Agency:	City of Scranton
Contract Award Date:	10/23/2020
Serial Number:	20-06034
Project Classification:	Building
Determination Date:	9/28/2020
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: 20-06034 - 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
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		\$29.58	\$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	\$18.23	\$49.31
Cement Finishers	6/1/2016		\$32.43	\$11.35	\$43.78
Cement Masons	6/1/2019		\$34.06	\$13.00	\$47.06
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
Electricians	6/1/2012		\$33.37	\$15.19	\$48.56
Electricians	6/1/2013		\$33.77	\$16.04	\$49.81
Electricians	6/1/2014		\$34.36	\$16.95	\$51.31
Electricians	6/1/2015		\$34.36	\$17.80	\$52.16
Electricians	6/1/2016		\$34.36	\$18.80	\$53.16
Electricians	5/1/2017		\$34.36	\$19.85	\$54.21
Electricians	6/1/2020		\$41.23	\$20.31	\$61.54
Elevator Constructor	1/1/2016		\$45.04	\$30.28	\$75.32

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

Project: 20-06034 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
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 - General)	5/1/2016		\$21.97	\$19.03	\$41.00
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		\$25.37	\$19.68	\$45.05
Laborers (Class 01 - See notes)	5/1/2022		\$25.82	\$20.53	\$46.35
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		\$26.87	\$19.68	\$46.55
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		\$23.07	\$17.17	\$40.24
Laborers (Class 03 - See notes)	5/1/2018		\$24.02	\$17.92	\$41.94
Laborers (Class 03 - See notes)	5/1/2019		\$24.77	\$18.62	\$43.39
Laborers (Class 03 - See notes)	5/3/2020		\$26.97	\$19.03	\$46.00
Laborers (Class 03 - See notes)	5/2/2021		\$27.37	\$19.68	\$47.05
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		\$25.02	\$19.68	\$44.70
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		\$26.70	\$18.33	\$45.03

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

Project: 20-06034 - 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		\$26.52	\$19.68	\$46.20
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	\$34.24	\$18.64	\$52.88
Millwright	5/1/2019	4/30/2020	\$35.30	\$18.90	\$54.20
Millwright	5/1/2020		\$36.07	\$19.31	\$55.38
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	\$27.43	\$65.75
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: 20-06034 - 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		\$32.18	\$25.67	\$57.85
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	\$31.85	\$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 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 3 (see notes)	5/1/2017		\$36.25	\$18.17	\$54.42
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	1/1/2018		\$33.55	\$18.55	\$52.10
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

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

Project: 20-06034 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
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	\$13.06	\$48.42
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
Roofers	6/1/2017		\$27.59	\$19.08	\$46.67
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	6/1/2020		\$31.04	\$26.32	\$57.36
Sprinklerfitters	4/1/2017		\$37.40	\$21.74	\$59.14
Sprinklerfitters	4/1/2018		\$38.89	\$22.74	\$61.63
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 Grinder	5/1/2020		\$32.95	\$18.48	\$51.43
Terrazzo Mechanics	5/1/2020		\$32.91	\$20.11	\$53.02
Terrazzo Setters	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	6/1/2020		\$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		\$33.45	\$15.68	\$49.13
Tile Setter	5/1/2020		\$33.05	\$16.08	\$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

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

Project: 20-06034 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
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 Installer	5/1/2019		\$24.52	\$12.08	\$36.60

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

Project: 20-06034 - 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
Electrician	4/1/2018		\$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	\$30.18	\$63.99
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	\$19.44	\$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: 20-06034 - 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		\$27.07	\$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 (Building/Heavy, Class 01 - See Notes)	5/1/2016		\$32.16	\$22.64	\$54.80

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

Project: 20-06034 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Operators (Building/Heavy, Class 01 - See Notes)	5/1/2017		\$33.80	\$24.16	\$57.96
Operators (Building/Heavy, Class 01 - See Notes)	5/1/2018		\$35.35	\$24.61	\$59.96
Operators (Building/Heavy, Class 01 - See Notes)	5/1/2019		\$35.35	\$26.61	\$61.96
Operators (Building/Heavy, Class 01 - See Notes)	5/1/2020		\$36.90	\$27.06	\$63.96
Operators (Building/Heavy, Class 01 - See Notes)	5/1/2021		\$38.44	\$27.52	\$65.96
Operators (Building/Heavy, Class 01a - See Notes)	5/1/2017		\$36.05	\$24.82	\$60.87
Operators (Building/Heavy, Class 01a - See Notes)	5/1/2018		\$37.60	\$25.27	\$62.87
Operators (Building/Heavy, Class 01a - See Notes)	5/1/2019		\$37.60	\$27.77	\$64.87
Operators (Building/Heavy, Class 01a - See Notes)	5/1/2020		\$39.14	\$27.73	\$66.87
Operators (Building/Heavy, Class 01a - See Notes)	5/1/2021		\$40.69	\$28.18	\$68.87
Operators (Building/Heavy, Class 02 - See Notes)	5/1/2017		\$33.52	\$24.07	\$57.59
Operators (Building/Heavy, Class 02 - See Notes)	5/1/2018		\$35.07	\$24.52	\$59.59
Operators (Building/Heavy, Class 02 - See Notes)	5/1/2019		\$35.07	\$26.52	\$61.59
Operators (Building/Heavy, Class 02 - See Notes)	5/1/2020		\$36.61	\$26.98	\$63.59
Operators (Building/Heavy, Class 02 - See Notes)	5/1/2021		\$38.16	\$27.43	\$65.59
Operators (Building/Heavy, Class 02a - See Notes)	5/1/2017		\$35.78	\$24.72	\$60.50
Operators (Building/Heavy, Class 02a - See Notes)	5/1/2018		\$37.32	\$25.19	\$62.51
Operators (Building/Heavy, Class 02a - See Notes)	5/1/2019		\$37.32	\$27.19	\$64.51
Operators (Building/Heavy, Class 02a - See Notes)	5/1/2020		\$38.87	\$27.64	\$66.51
Operators (Building/Heavy, Class 02a - See Notes)	5/1/2021		\$40.41	\$28.10	\$68.51
Operators (Building/Heavy, Class 03 - See Notes)	5/1/2017		\$30.60	\$23.21	\$53.81
Operators (Building/Heavy, Class 03 - See Notes)	5/1/2018		\$32.15	\$23.66	\$55.81
Operators (Building/Heavy, Class 03 - See Notes)	5/1/2019		\$32.15	\$25.66	\$57.81
Operators (Building/Heavy, Class 03 - See Notes)	5/1/2020		\$33.69	\$26.12	\$59.81
Operators (Building/Heavy, Class 03 - See Notes)	5/1/2021		\$35.24	\$26.57	\$61.81
Operators (Building/Heavy, Class 04 - See Notes)	5/1/2017		\$29.47	\$22.88	\$52.35
Operators (Building/Heavy, Class 04 - See Notes)	5/1/2018		\$31.01	\$23.32	\$54.33
Operators (Building/Heavy, Class 04 - See Notes)	5/1/2019		\$31.01	\$25.33	\$56.34
Operators (Building/Heavy, Class 04 - See Notes)	5/1/2020		\$32.55	\$25.79	\$58.34
Operators (Building/Heavy, Class 04 - See Notes)	5/1/2021		\$34.10	\$26.24	\$60.34
Operators (Building/Heavy, Class 05 - See Notes)	5/1/2017		\$29.02	\$22.74	\$51.76
Operators (Building/Heavy, Class 05 - See Notes)	5/1/2018		\$30.56	\$23.20	\$53.76
Operators (Building/Heavy, Class 05 - See Notes)	5/1/2019		\$30.56	\$25.20	\$55.76
Operators (Building/Heavy, Class 05 - See Notes)	5/1/2020		\$32.11	\$25.65	\$57.76
Operators (Building/Heavy, Class 05 - See Notes)	5/1/2021		\$33.65	\$26.11	\$59.76
Operators (Building/Heavy, Class 06 - See Notes)	5/1/2017		\$28.14	\$22.49	\$50.63
Operators (Building/Heavy, Class 06 - See Notes)	5/1/2018		\$29.68	\$22.93	\$52.61
Operators (Building/Heavy, Class 06 - See Notes)	5/1/2019		\$29.68	\$24.94	\$54.62
Operators (Building/Heavy, Class 06 - See Notes)	5/1/2020		\$31.23	\$25.39	\$56.62
Operators (Building/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: 20-06034 - 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		\$40.36	\$27.53	\$67.89
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		\$46.76	\$31.26	\$78.02
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		\$39.19	\$25.70	\$64.89
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		\$30.95	\$22.31	\$53.26
Operators (Highway, Class 02 - See Notes)	5/1/2017		\$31.75	\$23.53	\$55.28
Operators (Highway, Class 02 - See Notes)	5/1/2018		\$33.00	\$23.93	\$56.93
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		\$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
Operators (Highway, Class 06 - See Notes)	5/1/2018		\$34.71	\$24.39	\$59.10

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

Project: 20-06034 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
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	\$25.06	\$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	\$26.97	\$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	\$64.56
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	\$27.64	\$69.16
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	\$27.74	\$67.84
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		\$45.81	\$28.53	\$74.34
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		\$37.65	\$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		\$34.36	\$19.30	\$53.66
Piledrivers	5/1/2019		\$31.51	\$16.55	\$48.06
Piledrivers	5/1/2020		\$32.29	\$17.19	\$49.48
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		\$34.77	\$0.00	\$34.77
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
Truckdriver class 2 (see notes)	5/1/2019		\$36.19	\$0.00	\$36.19



BUREAU OF LABOR LAW COMPLIANCE  
PREVAILING WAGES PROJECT RATES

Project: 20-06034 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Truckdriver class 3 (see notes)	5/1/2016		\$34.13	\$0.00	\$34.13
Truckdriver class 3 (see notes)	5/1/2017		\$35.08	\$0.00	\$35.08
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

SECTION 092900 - GYPSUM BOARD

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
  - 1. Interior gypsum board.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. LEED Submittals:
  - 1. Product Data for Credit MR 4: For products having recycled content, documentation indicating percentages by weight of postconsumer and preconsumer recycled content. Include statement indicating cost for each product having recycled content.
  - 2. Product Certificates for Credit MR 5: For products and materials required to comply with requirements for regional materials, certificates indicating location of material manufacturer and point of extraction, harvest, or recovery for each raw material. Include statement indicating distance to Project, cost for each regional material, and fraction by weight that is considered regional.
  - 3. Product Certificates for Credit MR 5: For products and materials required to comply with requirements for regionally manufactured[and regionally extracted and manufactured] materials. Include statement indicating cost for each regionally manufactured material.
    - a. Include statement indicating location of manufacturer and distance to Project for each regionally manufactured material.
    - b. Include statement indicating location of manufacturer and point of extraction, harvest, or recovery for each raw material used in regionally extracted and manufactured materials. Indicate distance to Project and fraction by weight of each regionally manufactured material that is regionally extracted.
  - 4. Product Data for Credit IEQ 4.1: For adhesives used to laminate gypsum board panels to substrates, documentation including printed statement of VOC content.
  - 5. Laboratory Test Reports for Credit IEQ 4: For adhesives used to laminate gypsum board panels to substrates, documentation indicating that products comply with the testing and product requirements of the California Department of Health Services' "Standard Practice

## MasterSpec Premium

for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."

### C. Samples: For the following products:

1. Trim Accessories: Full-size Sample in 12-inch- (300-mm-) long length for each trim accessory indicated.
2. Textured Finishes: [Manufacturer's standard size] <Insert size> for each textured finish indicated and on same backing indicated for Work.

## 1.4 QUALITY ASSURANCE

### A. Mockups: Before beginning gypsum board installation, install mockups of at least 100 sq. ft. (9 sq. m) in surface area to demonstrate aesthetic effects and set quality standards for materials and execution.

1. Install mockups for the following:
  - a. Each level of gypsum board finish indicated for use in exposed locations.
  - b. Each texture finish indicated.
2. Apply or install final decoration indicated, including painting and wallcoverings, on exposed surfaces for review of mockups.
3. Simulate finished lighting conditions for review of mockups.
4. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

## 1.5 DELIVERY, STORAGE AND HANDLING

### A. Store materials inside under cover and keep them dry and protected against weather, condensation, direct sunlight, construction traffic, and other potential causes of damage. Stack panels flat and supported on risers on a flat platform to prevent sagging.

## 1.6 FIELD CONDITIONS

- A. Environmental Limitations: Comply with ASTM C 840 requirements or gypsum board manufacturer's written recommendations, whichever are more stringent.
- B. Do not install paper-faced gypsum panels until installation areas are enclosed and conditioned.
- C. Do not install panels that are wet, those that are moisture damaged, and those that are mold damaged.
  1. Indications that panels are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
  2. Indications that panels are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Fire-Resistance-Rated Assemblies: For fire-resistance-rated assemblies, provide materials and construction identical to those tested in assembly indicated according to ASTM E 119 by an independent testing agency.
- B. STC-Rated Assemblies: For STC-rated assemblies, provide materials and construction identical to those tested in assembly indicated according to ASTM E 90 and classified according to ASTM E 413 by an independent testing agency.
- C. Low-Emitting Materials: For ceiling and wall assemblies, provide materials and construction identical to those tested in assembly and complying with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."

2.2 GYPSUM BOARD, GENERAL

- A. Recycled Content of Gypsum Panel Products: Postconsumer recycled content plus one-half of preconsumer recycled content not less than <Insert number> percent.
- B. Regional Materials: Gypsum panel products shall be manufactured within 500 miles (800 km) of Project site from materials that have been extracted, harvested, or recovered, as well as manufactured, within 500 miles (800 km) of Project site.
- C. Regional Materials: Gypsum panel products shall be manufactured within 500 miles (800 km) of Project site.
- D. Size: Provide maximum lengths and widths available that will minimize joints in each area and that correspond with support system indicated.

2.3 INTERIOR GYPSUM BOARD

- A. <Double click here to find, evaluate, and insert list of manufacturers and products.>
- B. Gypsum Wallboard: ASTM C 1396/C 1396M.
  - 1. Thickness: 1/2 inch (12.7 mm).
  - 2. Long Edges: [Tapered]

2.4 TRIM ACCESSORIES

- A. Interior Trim: ASTM C 1047.
  - 1. Material: Galvanized or aluminum-coated steel sheet
  - 2. Shapes:

## MasterSpec Premium

- a. Cornerbead.
- b. Bullnose bead.
- c. LC-Bead: J-shaped; exposed long flange receives joint compound.
- d. L-Bead: L-shaped; exposed long flange receives joint compound.
- e. U-Bead: J-shaped; exposed short flange does not receive joint compound.
- f. Expansion (control) joint.
- g. Curved-Edge Cornerbead: With notched or flexible flanges.

### 2.5 JOINT TREATMENT MATERIALS

- A. General: Comply with ASTM C 475/C 475M.
- B. Joint Tape:
  1. Interior Gypsum Board: Paper.
  2. Exterior Gypsum Soffit Board: Paper.
  3. Glass-Mat Gypsum Sheathing Board: 10-by-10 glass mesh.
  4. Tile Backing Panels: As recommended by panel manufacturer.
- C. Joint Compound for Interior Gypsum Board: For each coat use formulation that is compatible with other compounds applied on previous or for successive coats.

### 2.6 AUXILIARY MATERIALS

- A. General: Provide auxiliary materials that comply with referenced installation standards and manufacturer's written recommendations.
- B. Laminating Adhesive: Adhesive or joint compound recommended for directly adhering gypsum panels to continuous substrate.
  1. Laminating adhesive shall have a VOC content of [50] <Insert value> g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
  2. Laminating adhesive shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."
- C. Steel Drill Screws: ASTM C 1002, unless otherwise indicated.
  1. Use screws complying with ASTM C 954 for fastening panels to steel members from 0.033 to 0.112 inch (0.84 to 2.84 mm) thick.
  2. For fastening cementitious backer units, use screws of type and size recommended by panel manufacturer.
- D. Sound Attenuation Blankets: ASTM C 665, Type I (blankets without membrane facing) produced by combining thermosetting resins with mineral fibers manufactured from glass, slag wool, or rock wool.
  1. Fire-Resistance-Rated Assemblies: Comply with mineral-fiber requirements of assembly.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas and substrates including welded hollow-metal frames and framing, with Installer present, for compliance with requirements and other conditions affecting performance.
- B. Examine panels before installation. Reject panels that are wet, moisture damaged, and mold damaged.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 APPLYING AND FINISHING PANELS, GENERAL

- A. Comply with ASTM C 840.
- B. Install ceiling panels across framing to minimize the number of abutting end joints and to avoid abutting end joints in central area of each ceiling. Stagger abutting end joints of adjacent panels not less than one framing member.
- C. Install panels with face side out. Butt panels together for a light contact at edges and ends with not more than 1/16 inch (1.5 mm) of open space between panels. Do not force into place.
- D. Locate edge and end joints over supports, except in ceiling applications where intermediate supports or gypsum board back-blocking is provided behind end joints. Do not place tapered edges against cut edges or ends. Stagger vertical joints on opposite sides of partitions. Do not make joints other than control joints at corners of framed openings.
- E. Form control and expansion joints with space between edges of adjoining gypsum panels.
- F. Cover both faces of support framing with gypsum panels in concealed spaces (above ceilings, etc.), except in chases braced internally.
  - 1. Unless concealed application is indicated or required for sound, fire, air, or smoke ratings, coverage may be accomplished with scraps of not less than 8 sq. ft. (0.7 sq. m) in area.
  - 2. Fit gypsum panels around ducts, pipes, and conduits.
  - 3. Where partitions intersect structural members projecting below underside of floor/roof slabs and decks, cut gypsum panels to fit profile formed by structural members; allow 1/4- to 3/8 inch- (6.4- to 9.5-mm-) wide joints to install sealant.
- G. Isolate perimeter of gypsum board applied to non-load-bearing partitions at structural abutments, except floors. Provide 1/4- to 1/2 inch- (6.4- to 12.7-mm-) wide spaces at these locations and trim edges with edge trim where edges of panels are exposed. Seal joints between edges and abutting structural surfaces with acoustical sealant.
- H. Attachment to Steel Framing: Attach panels so leading edge or end of each panel is attached to open (unsupported) edges of stud flanges first.

## MasterSpec Premium

- I. STC-Rated Assemblies: Seal construction at perimeters, behind control joints, and at openings and penetrations with a continuous bead of acoustical sealant. Install acoustical sealant at both faces of partitions at perimeters and through penetrations. Comply with ASTM C 919 and with manufacturer's written recommendations for locating edge trim and closing off sound-flanking paths around or through assemblies, including sealing partitions above acoustical ceilings.
- J. Install sound attenuation blankets before installing gypsum panels unless blankets are readily installed after panels have been installed on one side.

### 3.3 APPLYING INTERIOR GYPSUM BOARD

#### A. Single-Layer Application:

- 1. On ceilings, apply gypsum panels before wall/partition board application to greatest extent possible and at right angles to framing unless otherwise indicated.
- 2. On partitions/walls, apply gypsum panels **vertically parallel to framing** unless otherwise indicated or required by fire-resistance-rated assembly, and minimize end joints.
  - a. Stagger abutting end joints not less than one framing member in alternate courses of panels.
  - b. At stairwells and other high walls, install panels horizontally unless otherwise indicated or required by fire-resistance-rated assembly.
- 3. On Z-furring members, apply gypsum panels vertically (parallel to framing) with no end joints. Locate edge joints over furring members.
- 4. Fastening Methods: Apply gypsum panels to supports with steel drill screws.

### 3.4 INSTALLING TRIM ACCESSORIES

- A. General: For trim with back flanges intended for fasteners, attach to framing with same fasteners used for panels. Otherwise, attach trim according to manufacturer's written instructions.
- B. Control Joints: Install control joints Interior Trim: Install in the following locations:
  - 1. Cornerbead: Use at outside corners

### 3.5 FINISHING GYPSUM BOARD

- A. General: Treat gypsum board joints, interior angles, edge trim, control joints, penetrations, fastener heads, surface defects, and elsewhere as required to prepare gypsum board surfaces for decoration. Promptly remove residual joint compound from adjacent surfaces.
- B. Prefill open joints, **rounded or beveled edges**, and damaged surface areas.
- C. Apply joint tape over gypsum board joints, except for trim products specifically indicated as not intended to receive tape.

3.6 PROTECTION

- A. Protect adjacent surfaces from drywall compound and promptly remove from floors and other non-drywall surfaces. Repair surfaces stained, marred, or otherwise damaged during drywall application.
- B. Protect installed products from damage from weather, condensation, direct sunlight, construction, and other causes during remainder of the construction period.
- C. Remove and replace panels that are wet, moisture damaged, and mold damaged.
  - 1. Indications that panels are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
  - 2. Indications that panels are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

END OF SECTION 092900



SECTION 095113 - ACOUSTICAL PANEL CEILINGS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes acoustical panels and exposed suspension systems for ceilings.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Samples: For each exposed product and for each color and texture specified, 6 inches in size.

1.4 INFORMATIONAL SUBMITTALS

- A. Coordination Drawings: Reflected ceiling plans, drawn to scale, on which the following items are shown and coordinated with each other, using input from installers of the items involved:
  - 1. Suspended ceiling components.
  - 2. Structural members to which suspension systems will be attached.
  - 3. Size and location of initial access modules for acoustical panels.
  - 4. Items penetrating finished ceiling including the following:
    - a. Lighting fixtures.
    - b. Air outlets and inlets.
    - c. Speakers.
  - 5. Perimeter moldings.
- B. Field quality-control reports.

1.5 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For finishes to include in maintenance manuals.

1.6 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
  - 1. Acoustical Ceiling Panels: Full-size panels equal to 2 percent of quantity installed.
  - 2. Suspension-System Components: Quantity of each exposed component equal to 2 percent of quantity installed.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Deliver acoustical panels, suspension-system components, and accessories to Project site in original, unopened packages and store them in a fully enclosed, conditioned space where they will be protected against damage from moisture, humidity, temperature extremes, direct sunlight, surface contamination, and other causes.
- B. Before installing acoustical panels, permit them to reach room temperature and a stabilized moisture content.
- C. Handle acoustical panels carefully to avoid chipping edges or damaging units in any way.

1.8 FIELD CONDITIONS

- A. Environmental Limitations: Do not install acoustical panel ceilings until spaces are enclosed and weatherproof, wet work in spaces is complete and dry, work above ceilings is complete, and ambient temperature and humidity conditions are maintained at the levels indicated for Project when occupied for its intended use.
  - 1. Pressurized Plenums: Operate ventilation system for not less than 48 hours before beginning acoustical panel ceiling installation.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Surface-Burning Characteristics: Comply with ASTM E 84; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
  - 1. Flame-Spread Index: Comply with ASTM E 1264 for Class A materials.
  - 2. Smoke-Developed Index: 50 or less.
- B. Fire-Resistance Ratings: Comply with ASTM E 119; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
  - 1. Indicate design designations from UL's "Fire Resistance Directory" or from the listings of another qualified testing agency.

2.2 ACOUSTICAL PANELS, GENERAL

- A. Low-Emitting Materials: Acoustical panel ceilings shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."
- B. Source Limitations:
  - 1. Acoustical Ceiling Panel: Obtain each type from single source from single manufacturer.
  - 2. Suspension System: Obtain each type from single source from single manufacturer.
- C. Source Limitations: Obtain each type of acoustical ceiling panel and supporting suspension system from single source from single manufacturer.
- D. Acoustical Panel Standard: Provide manufacturer's standard panels of configuration indicated that comply with ASTM E 1264 classifications as designated by types, patterns, acoustical ratings, and light reflectances unless otherwise indicated.
  - 1. Mounting Method for Measuring NRC: Type E-400; plenum mounting in which face of test specimen is 15-3/4 inches away from test surface according to ASTM E 795.
- E. Acoustical Panel Colors and Patterns: Match appearance characteristics indicated for each product type.
  - 1. Where appearance characteristics of acoustical panels are indicated by referencing pattern designations in ASTM E 1264 and not manufacturers' proprietary product designations, provide products selected by Architect from each manufacturer's full range that comply with requirements indicated for type, pattern, color, light reflectance, acoustical performance, edge detail, and size.

2.3 ACOUSTICAL PANELS

- A. Classification: Provide fire-resistance-rated panels complying with ASTM E 1264 for type, form, and pattern as follows:
  - 1. Type and Form: Type III, mineral base with painted finish;
  - 2. Pattern: As selected by the owner's representative.
- B. Color: As selected by the owner's representative
- C. Edge/Joint Detail: As selected by the owner's representative
- D. Thickness: As selected by the owner's representative
- E. Modular Size: As selected by the owner's representative
- F. Broad Spectrum Antimicrobial Fungicide and Bactericide Treatment: Provide acoustical panels treated with manufacturer's standard antimicrobial formulation that inhibits fungus, mold, mildew, and gram-positive and gram-negative bacteria and showing no mold, mildew, or

bacterial growth when tested according to ASTM D 3273 and evaluated according to ASTM D 3274 or ASTM G 21.

## 2.4 METAL SUSPENSION SYSTEMS, GENERAL

- A. Metal Suspension-System Standard: Provide manufacturer's standard direct-hung metal suspension systems of types, structural classifications, and finishes that match the existing system. The suspension system work is that to repair the existing or extend the existing where needed. The contractor shall examine all existing grids to determine that work necessary to complete the grid prior to installation of acoustic panels.
- B. Wire Hangers, Braces, and Ties: Provide wires complying with the following requirements:
  - 1. Zinc-Coated, Carbon-Steel Wire: ASTM A 641/A 641M, Class 1 zinc coating, soft temper.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, including structural framing to which acoustical panel ceilings attach or abut, with Installer present, for compliance with requirements specified in this and other Sections that affect ceiling installation and anchorage and with requirements for installation tolerances and other conditions affecting performance of acoustical panel ceilings.
- B. Examine acoustical panels before installation. Reject acoustical panels that are wet, moisture damaged, or mold damaged.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 INSTALLATION

- A. General: Install acoustical panel ceilings to comply with ASTM C 636/C 636M and seismic design requirements indicated, according to manufacturer's written instructions and CISCA's "Ceiling Systems Handbook."
- B. Install acoustical panels with undamaged edges and fit accurately into suspension-system runners and edge moldings. Scribe and cut panels at borders and penetrations to provide a neat, precise fit.
  - 1. Arrange directionally patterned acoustical panels as follows:
    - a. As indicated by existing grids.
  - 2. For square-edged panels, install panels with edges fully hidden from view by flanges of suspension-system runners and moldings.

3.3 CLEANING

- A. Clean exposed surfaces of acoustical panel ceilings, including trim, edge moldings, and suspension-system members. Comply with manufacturer's written instructions for cleaning and touchup of minor finish damage. Remove and replace ceiling components that cannot be successfully cleaned and repaired to permanently eliminate evidence of damage.

END OF SECTION 095113

SECTION 096519 - RESILIENT TILE FLOORING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
  - 1. Vinyl composition floor tile.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Samples: Full-size units of each color and pattern of floor tile required.

1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer.

1.5 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For each type of floor tile to include in maintenance manuals.

1.6 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
  - 1. Floor Tile: Furnish one box for every of each type, color, and pattern of floor tile installed.

1.7 QUALITY ASSURANCE

- A. Installer Qualifications: A qualified installer who employs workers for this Project who are competent in techniques required by manufacturer for floor tile installation.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Store floor tile and installation materials in dry spaces protected from the weather, with ambient temperatures maintained within range recommended by manufacturer, but not less than 50 deg F or more than 90 deg F. Store floor tiles on flat surfaces.

1.9 FIELD CONDITIONS

- A. Maintain ambient temperatures within range recommended by manufacturer, but not less than 70 deg F or more than 95 deg F, in spaces to receive floor tile during the following time periods:
  - 1. 48 hours before installation.
  - 2. During installation.
  - 3. 48 hours after installation.
- B. After installation and until Substantial Completion, maintain ambient temperatures within range recommended by manufacturer, but not less than 55 deg F or more than 95 deg F. Close spaces to traffic during floor tile installation.
- C. Close spaces to traffic for 48 hours after floor tile installation.
- D. Install floor tile after other finishing operations, including painting, have been completed.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Fire-Test-Response Characteristics: For resilient tile flooring, as determined by testing identical products according to ASTM E 648 or NFPA 253 by a qualified testing agency.
  - 1. Critical Radiant Flux Classification: Class I, not less than 0.45 W/sq. cm.

2.2 VINYL COMPOSITION FLOOR TILE

- A. Tile Standard: ASTM F 1066, Class 1, solid-color
- B. Wearing Surface: Smooth
- C. Thickness: Match existing tiles to insure level insert/
- D. Size: 12 by 12 inches
- E. Colors and Patterns: As selected by owner's representative from full range of industry colors.

## 2.3 INSTALLATION MATERIALS

- A. Trowelable Leveling and Patching Compounds: Latex-modified, portland cement based or blended hydraulic-cement-based formulation provided or approved by floor tile manufacturer for applications indicated.
- B. Adhesives: Water-resistant type recommended by floor tile and adhesive manufacturers to suit floor tile and substrate conditions indicated.
  - 1. Adhesives shall comply with the following limits for VOC content:
    - a. Vinyl Composition Tile Adhesives: 50 g/L or less.
- C. Floor Polish: Provide protective, liquid floor-polish products recommended by floor tile manufacturer.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates, with Installer present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
  - 1. Verify that finishes of substrates comply with tolerances and other requirements specified in other Sections and that substrates are free of cracks, ridges, depressions, scale, and foreign deposits that might interfere with adhesion of floor tile.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Prepare substrates according to floor tile manufacturer's written instructions to ensure adhesion of resilient products.
- B. Concrete Substrates: Prepare according to ASTM F 710.
  - 1. Verify that substrates are dry and free of curing compounds, sealers, and hardeners.
  - 2. Remove substrate coatings and other substances that are incompatible with adhesives and that contain soap, wax, oil, or silicone, using mechanical methods recommended by floor tile manufacturer. Do not use solvents.
  - 3. Alkalinity and Adhesion Testing: Perform tests recommended by floor tile manufacturer. Proceed with installation only after substrate alkalinity falls within range on pH scale recommended by manufacturer in writing, but not less than 5 or more than 9
  - 4. Moisture Testing: Proceed with installation only after substrates pass testing according to floor tile manufacturer's written recommendations, but not less stringent than the following:
    - a. Perform relative humidity test using in situ probes according to ASTM F 2170. Proceed with installation only after substrates have a maximum 75 percent relative humidity level.



- C. Fill cracks, holes, and depressions in substrates with trowelable leveling and patching compound; remove bumps and ridges to produce a uniform and smooth substrate.
- D. Do not install floor tiles until they are the same temperature as the space where they are to be installed.
  - 1. At least 48 hours in advance of installation, move resilient floor tile and installation materials into spaces where they will be installed.
- E. Immediately before installation, sweep and vacuum clean substrates to be covered by resilient floor tile.

### 3.3 FLOOR TILE INSTALLATION

- A. Comply with manufacturer's written instructions for installing floor tile.
- B. Lay out floor tiles from center marks established with principal walls, discounting minor offsets, so tiles at opposite edges of room are of equal width. Adjust as necessary to avoid using cut widths that equal less than one-half tile at perimeter.
- C. Match floor tiles for color and pattern by selecting tiles from cartons in the same sequence as manufactured and packaged, if so numbered. Discard broken, cracked, chipped, or deformed tiles.
- D. Scribe, cut, and fit floor tiles to butt neatly and tightly to vertical surfaces and permanent fixtures including built-in furniture, cabinets, pipes, outlets, and door frames.
- E. Extend floor tiles into toe spaces, door reveals, closets, and similar openings. Extend floor tiles to center of door openings.
- F. Maintain reference markers, holes, and openings that are in place or marked for future cutting by repeating on floor tiles as marked on substrates. Use chalk or other non-permanent marking device.
- G. Install floor tiles on covers for telephone and electrical ducts, building expansion-joint covers, and similar items in finished floor areas. Maintain overall continuity of color and pattern between pieces of tile installed on covers and adjoining tiles. Tightly adhere tile edges to substrates that abut covers and to cover perimeters.
- H. Adhere floor tiles to flooring substrates using a full spread of adhesive applied to substrate to produce a completed installation without open cracks, voids, raising and puckering at joints, telegraphing of adhesive spreader marks, and other surface imperfections.

### 3.4 CLEANING AND PROTECTION

- A. Comply with manufacturer's written instructions for cleaning and protecting floor tile.
- B. Perform the following operations immediately after completing floor tile installation:
  - 1. Remove adhesive and other blemishes from exposed surfaces.

MasterSpec Premium

2. Sweep and vacuum surfaces thoroughly.
  3. Damp-mop surfaces to remove marks and soil.
- C. Protect floor tile from mars, marks, indentations, and other damage from construction operations and placement of equipment and fixtures during remainder of construction period.
- D. Floor Polish: Remove soil, adhesive, and blemishes from floor tile surfaces before applying liquid floor polish.
1. Apply one coat.
- E. Cover floor tile, if ongoing activity requires, until Substantial Completion.

END OF SECTION 096519

SECTION 099123 - INTERIOR PAINTING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes surface preparation and the application of paint systems on interior substrates.
  - 1. Concrete.
  - 2. Concrete masonry units (CMUs).
  - 3. Steel and iron.
  - 4. Wood.
  - 5. Gypsum board.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product. Include preparation requirements and application instructions.
  - 1. Include Printout of current "MPI Approved Products List" for each product category specified, with the proposed product highlighted.
  - 2. Indicate VOC content.
- B. Samples for Initial Selection: For each type of topcoat product.
- C. Samples for Verification: For each type of paint system and in each color and gloss of topcoat.
  - 1. Submit Samples on rigid backing, 8 inches (200 mm) square.
  - 2. Apply coats on Samples in steps to show each coat required for system.
  - 3. Label each coat of each Sample.
  - 4. Label each Sample for location and application area.
- D. Product List: Cross-reference to paint system and locations of application areas. Use same designations indicated on Drawings and in schedules. Include color designations.

1.4 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials, **from the same product run**, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
  - 1. Paint: 5 percent, but not less than 1 gallon of each material and color applied.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F.
  - 1. Maintain containers in clean condition, free of foreign materials and residue.
  - 2. Remove rags and waste from storage areas daily.

1.6 FIELD CONDITIONS

- A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 deg F.
- B. Do not apply paints when relative humidity exceeds 85 percent; at temperatures less than 5 deg F above the dew point; or to damp or wet surfaces.

PART 2 - PRODUCTS

2.1 PAINT, GENERAL

- A. Material Compatibility:
  - 1. Materials for use within each paint system shall be compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
  - 2. For each coat in a paint system, products shall be recommended in writing by topcoat manufacturers for use in paint system and on substrate indicated.
- B. VOC Content: Products shall comply with VOC limits of authorities having jurisdiction. **and, for interior paints and coatings applied at Project site, the following VOC limits, exclusive of colorants added to a tint base:**
  - 1. Flat Paints and Coatings: 50 g/L.
  - 2. Nonflat Paints and Coatings: 150 g/L.
  - 3. Dry-Fog Coatings: 400 g/L.
  - 4. Primers, Sealers, and Undercoaters: 200 g/L.
  - 5. Anticorrosive and Antirust Paints Applied to Ferrous Metals: 250 g/L.
  - 6. Zinc-Rich Industrial Maintenance Primers: 340 g/L.
  - 7. Pretreatment Wash Primers: 420 g/L.
  - 8. Floor Coatings: 100 g/L.
  - 9. Shellacs, Clear: 730 g/L.
  - 10. Shellacs, Pigmented: 550 g/L.
- C. Low-Emitting Materials: Interior paints and coatings shall comply with the testing and product requirements of the California Department of Public Health's "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers."
- D. Colors: As selected by owner's representative from manufacturer's full range

2.2 SOURCE QUALITY CONTROL

1. Owner may direct Contractor to stop applying paints if test results show materials being used do not comply with product requirements. Contractor shall remove non complying paint materials from Project site, pay for testing, and repaint surfaces painted with rejected materials. Contractor will be required to remove rejected materials from previously painted surfaces if, on repainting with complying materials, the two paints are incompatible.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
- B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:
  1. Concrete: 12 percent.
  2. Fiber-Cement Board: 12 percent.
  3. Masonry (Clay and CMUs): 12 percent.
  4. Wood: 15 percent.
  5. Gypsum Board: 12 percent.
  6. Plaster: 12 percent.
- C. Gypsum Board Substrates: Verify that finishing compound is sanded smooth.
- D. Verify suitability of substrates, including surface conditions and compatibility, with existing finishes and primers.
- E. Proceed with coating application only after unsatisfactory conditions have been corrected.
  1. Application of coating indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Comply with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual" applicable to substrates and paint systems indicated.
- B. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.
  1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection if any.
- C. Clean substrates of substances that could impair bond of paints, including dust, dirt, oil, grease, and incompatible paints and encapsulants.

## MasterSpec Premium

1. Remove incompatible primers and reprime substrate with compatible primers or apply tie coat as required to produce paint systems indicated.
- D. Concrete Substrates: Remove release agents, curing compounds, efflorescence, and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces to be painted exceeds that permitted in manufacturer's written instructions.
- E. Masonry Substrates: Remove efflorescence and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces or mortar joints exceeds that permitted in manufacturer's written instructions.
1. Steel Substrates: Remove rust, loose mill scale, and shop primer, if any. Clean using methods recommended in writing by paint manufacturer.
- F. Shop-Primed Steel Substrates: Clean field welds, bolted connections, and areas where shop paint is abraded. Paint exposed areas with the same material as used for shop priming to comply with SSPC-PA 1 for touching up shop-primed surfaces.
- G. Galvanized-Metal Substrates: Remove grease and oil residue from galvanized sheet metal by mechanical methods to produce clean, lightly etched surfaces that promote adhesion of subsequently applied paints.
- H. Aluminum Substrates: Remove loose surface oxidation.
- I. Wood Substrates:
1. Scrape and clean knots, and apply coat of knot sealer before applying primer.
  2. Sand surfaces that will be exposed to view, and dust off.
  3. Prime edges, ends, faces, undersides, and backsides of wood.
  4. After priming, fill holes and imperfections in the finish surfaces with putty or plastic wood filler. Sand smooth when dried.

### 3.3 APPLICATION

- A. Apply paints according to manufacturer's written instructions and to recommendations in "MPI Manual."
1. Use applicators and techniques suited for paint and substrate indicated.
  2. Paint surfaces behind movable equipment and furniture same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed equipment or furniture with prime coat only.
  3. Paint front and backsides of access panels, removable or hinged covers, and similar hinged items to match exposed surfaces.
  4. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
  5. Primers specified in painting schedules may be omitted on items that are factory primed or factory finished if acceptable to topcoat manufacturers.
- B. Tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of same material are to be applied. Tint undercoats to match color of topcoat, but provide sufficient difference in shade of undercoats to distinguish each separate coat.

MasterSpec Premium

- C. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.
- D. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.
- E. Painting Fire Suppression, Plumbing, HVAC, Electrical, Communication, and Electronic Safety and Security Work:
  - 1. Paint the following work where exposed in equipment rooms:
    - a. Uninsulated metal piping.
    - b. Uninsulated plastic piping.
    - c. Pipe hangers and supports.
    - d. Metal conduit.
    - e. Plastic conduit.
    - f. Tanks that do not have factory-applied final finishes.
  - 2. Paint the following work where exposed in occupied spaces:
    - a. Equipment, including panelboards.
    - b. Uninsulated metal piping.
    - c. Uninsulated plastic piping.
    - d. Pipe hangers and supports.
    - e. Metal conduit.
    - f. Plastic conduit.
    - g. Duct, equipment, and pipe insulation having cotton or canvas insulation covering or other paintable jacket material.
    - h. Other items as directed by Architect.
  - 3. Paint portions of internal surfaces of metal ducts, without liner, behind air inlets and outlets that are visible from occupied spaces.

3.4 FIELD QUALITY CONTROL

- A. Dry Film Thickness Testing: Owner may engage the services of a qualified testing and inspecting agency to inspect and test paint for dry film thickness.
  - 1. Contractor shall touch up and restore painted surfaces damaged by testing.
  - 2. If test results show that dry film thickness of applied paint does not comply with paint manufacturer's written recommendations, Contractor shall pay for testing and apply additional coats as needed to provide dry film thickness that complies with paint manufacturer's written recommendations.

3.5 CLEANING AND PROTECTION

- A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.

MasterSpec Premium

- B. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.
- C. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.
- D. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

3.6 INTERIOR PAINTING SCHEDULE

A. Concrete Substrates, Nontraffic Surfaces:

1. Latex System

- a. Prime Coat: Latex, interior, matching topcoat.
- b. Intermediate Coat: Latex, interior, matching topcoat.
- c. Topcoat: Latex, interior, flat

B. Concrete Substrates, Traffic Surfaces:

1. Latex Floor Enamel System

- a. Prime Coat: Floor paint, latex, matching topcoat.
- b. Intermediate Coat: Floor paint, latex, matching topcoat.
  - 1) Topcoat: Floor paint, latex, low gloss

C. CMU Substrates:

1. Latex System

- a. Block Filler: Block filler, latex, interior/exterior
  - 1) For a Premium Grade system, "MPI Manual" requires intermediate coat; delete first "Intermediate Coat" Subparagraph below for a Budget Grade system.
- b. Intermediate Coat: Latex, interior, matching topcoat.
- c. Topcoat: Latex, interior, flat

D. Steel Substrates:

- 1. Latex System, Alkyd Primer Retain one of three "Prime Coat" subparagraphs below. First corresponds to MPI INT 5.1Q; second corresponds to MPI INT 5.1QQ. If retaining third, specify primer complying with MPI #76 or MPI #79 in Section where substrate is specified.
  - 1) Prime Coat: Primer, alkyd, quick dry, for metal
  - b. Intermediate Coat: Latex, interior, matching topcoat.



E. Wood Substrates: Wood trim, Doors

1. Latex over Latex Primer System
  - a. Prime Coat: Primer, latex, for interior wood
  - b. Intermediate Coat: Latex, interior, matching topcoat.
  - c. Topcoat: Latex, interior, flat
    - 1) <

F. Gypsum Board Substrates:

1. Latex over Latex Sealer System
  - a. Prime Coat: Primer sealer, latex, interior
  - b. Intermediate Coat: Latex, interior, matching topcoat.
    - 1) Topcoat: Latex, interior, flat

END OF SECTION 099123

SECTION 260519 - LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
  - 1. Building wires and cables rated 600 V and less.
  - 2. Connectors, splices, and terminations rated 600 V and less.

1.3 DEFINITIONS

- A. VFC: Variable frequency controller.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For testing agency.
- B. Field quality-control reports.

1.6 QUALITY ASSURANCE

- A. Testing Agency Qualifications: Member company of NETA or an NRTL.
  - 1. Testing Agency's Field Supervisor: Certified by NETA to supervise on-site testing.

PART 2 - PRODUCTS

2.1 CONDUCTORS AND CABLES

- A. **Copper** Conductors: Comply with NEMA WC 70/ICEA S-95-658.

- B. Conductor Insulation: Comply with NEMA WC 70/ICEA S-95-658 for Type THHN/THWN-2
- C. Multiconductor Cable: Comply with NEMA WC 70/ICEA S-95-658 metal-clad cable, Type MC with ground wire.

## 2.2 CONNECTORS AND SPLICES

- A. Description: Factory-fabricated connectors and splices of size, ampacity rating, material, type, and class for application and service indicated.

## 2.3 SYSTEM DESCRIPTION

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Comply with NFPA 70.

## PART 3 - EXECUTION

### 3.1 INSTALLATION OF CONDUCTORS AND CABLES

- A. Conceal cables in finished walls, ceilings, and floors unless otherwise indicated.
- B. Use manufacturer-approved pulling compound or lubricant where necessary; compound used must not deteriorate conductor or insulation. Do not exceed manufacturer's recommended maximum pulling tensions and sidewall pressure values.
- C. Use pulling means, including fish tape, cable, rope, and basket-weave wire/cable grips, that will not damage cables or raceway.
- D. Install exposed cables parallel and perpendicular to surfaces of exposed structural members, and follow surface contours where possible.

### 3.2 CONNECTIONS

- A. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A-486B.
- B. Make splices, terminations, and taps that are compatible with conductor material
  - 1. Use oxide inhibitor in each splice, termination, and tap for aluminum conductors.
- C. Wiring at Outlets: Install conductor at each outlet, with at least [6 inches (150 mm)] of slack.

3.3 IDENTIFICATION

- A. Identify each spare conductor at each end with identity number and location of other end of conductor, and identify as spare conductor.

3.4 SLEEVE AND SLEEVE-SEAL INSTALLATION FOR ELECTRICAL PENETRATIONS

- A. Install sleeves and sleeve seals at penetrations of exterior floor and wall assemblies.

3.5 FIELD QUALITY CONTROL

- A. Testing Agency: Engage a qualified testing agency to perform tests and inspections.
- B. Manufacturer's Field Service: Engage a factory-authorized service representative to test and inspect components, assemblies, and equipment installations, including connections.
- C. Perform the following tests and inspections[ with the assistance of a factory-authorized service representative]:
  - 1. After installing conductors and cables and before electrical circuitry has been energized, test for compliance with requirements.
  - 2. Perform each visual and mechanical inspection and electrical test stated in NETA Acceptance Testing Specification. Certify compliance with test parameters.
- D. Test and Inspection Reports: Prepare a written report to record the following:
  - 1. Procedures used.
  - 2. Results that comply with requirements.
  - 3. Results that do not comply with requirements and corrective action taken to achieve compliance with requirements.
- E. Cables will be considered defective if they do not pass tests and inspections.

END OF SECTION 260519

SECTION 262726 - WIRING DEVICES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
  - 1. Receptacles, receptacles with integral GFCI, and associated device plates.
  - 2. Weather-resistant receptacles.
  - 3. Snap switches and wall-box dimmers.

1.3 DEFINITIONS

- A. EMI: Electromagnetic interference.
- B. GFCI: Ground-fault circuit interrupter.
- C. Pigtail: Short lead used to connect a device to a branch-circuit conductor.
- D. RFI: Radio-frequency interference.
- E. TVSS: Transient voltage surge suppressor.
- F. UTP: Unshielded twisted pair.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: List of legends and description of materials and process used for premarking wall plates.
- C. Samples: One for each type of device and wall plate specified, in each color specified.

1.5 INFORMATIONAL SUBMITTALS

- A. Field quality-control reports.

1.6 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For wiring devices to include in all manufacturers' packing-label warnings and instruction manuals that include labeling conditions.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Source Limitations: Obtain each type of wiring device and associated wall plate from single source from single manufacturer.

2.2 GENERAL WIRING-DEVICE REQUIREMENTS

- A. Wiring Devices, Components, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Comply with NFPA 70.
- C. Devices that are manufactured for use with modular plug-in connectors may be substituted under the following conditions:
  - 1. Connectors shall comply with UL 2459 and shall be made with stranding building wire.
  - 2. Devices shall comply with the requirements in this Section.

2.3 STRAIGHT-BLADE RECEPTACLES

- A. Convenience Receptacles, 125 V, 20 A: Comply with NEMA WD 1, NEMA WD 6 Configuration 5-20R, UL 498, and FS W-C-596.

2.4 GFCI RECEPTACLES

- A. General Description:
  - 1. Straight blade, feed-through type.
  - 2. Comply with NEMA WD 1, NEMA WD 6, UL 498, UL 943 Class A, and FS W-C-596.
  - 3. Include indicator light that shows when the GFCI has malfunctioned and no longer provides proper GFCI protection.
- B. Duplex GFCI Convenience Receptacles, 125 V, 20 A:

2.5 TOGGLE SWITCHES

- A. Comply with NEMA WD 1, UL 20, and FS W-S-896.
- B. Switches, 120/277 V, 20 A:

MasterSpec Premium

1. Single Pole:
- 2.6 WALL PLATES
- A. Single and combination types shall match corresponding wiring devices.
    1. Plate-Securing Screws: Metal with head color to match plate finish.
    2. Material for Finished Spaces: **Steel with white baked enamel, suitable for field painting**
    3. Material for Unfinished Spaces: **Galvanized steel**
    4. Material for Damp Locations: **Cast aluminum** with spring-loaded lift cover, and listed and labeled for use in wet and damp locations.
- 2.7 FINISHES
- A. Device Color:
    1. Wiring Devices Connected to Normal Power System As selected by Architect
  - B. Wall Plate Color: For plastic covers, match device color.

PART 3 - EXECUTION

- 3.1 INSTALLATION
- A. Comply with NECA 1, including mounting heights listed in that standard, unless otherwise indicated.
  - B. Coordination with Other Trades:
    1. Protect installed devices and their boxes. Do not place wall finish materials over device boxes and do not cut holes for boxes with routers that are guided by riding against outside of boxes.
    2. Keep outlet boxes free of plaster, drywall joint compound, mortar, cement, concrete, dust, paint, and other material that may contaminate the raceway system, conductors, and cables.
    3. Install device boxes in brick or block walls so that the cover plate does not cross a joint unless the joint is troweled flush with the face of the wall.
    4. Install wiring devices after all wall preparation, including painting, is complete.
  - C. Conductors:
    1. Do not strip insulation from conductors until right before they are spliced or terminated on devices.
    2. Strip insulation evenly around the conductor using tools designed for the purpose. Avoid scoring or nicking of solid wire or cutting strands from stranded wire.
    3. The length of free conductors at outlets for devices shall meet provisions of NFPA 70, Article 300, without pigtails.

4. Existing Conductors:
  - a. Cut back and pigtail, or replace all damaged conductors.
  - b. Straighten conductors that remain and remove corrosion and foreign matter.
  - c. Pigtailing existing conductors is permitted, provided the outlet box is large enough.

D. Device Installation:

1. Replace devices that have been in temporary use during construction and that were installed before building finishing operations were complete.
2. Keep each wiring device in its package or otherwise protected until it is time to connect conductors.
3. Do not remove surface protection, such as plastic film and smudge covers, until the last possible moment.
4. Connect devices to branch circuits using pigtails that are not less than 6 inches (152 mm) in length.
5. When there is a choice, use side wiring with binding-head screw terminals. Wrap solid conductor tightly clockwise, two-thirds to three-fourths of the way around terminal screw.
6. Use a torque screwdriver when a torque is recommended or required by manufacturer.
7. When conductors larger than No. 12 AWG are installed on 15- or 20-A circuits, splice No. 12 AWG pigtails for device connections.
8. Tighten unused terminal screws on the device.
9. When mounting into metal boxes, remove the fiber or plastic washers used to hold device-mounting screws in yokes, allowing metal-to-metal contact.

E. Receptacle Orientation:

1. Install ground pin of vertically mounted receptacles up, and on horizontally mounted receptacles to the left.

F. Device Plates: Do not use oversized or extra-deep plates. Repair wall finishes and remount outlet boxes when standard device plates do not fit flush or do not cover rough wall opening.

G. Arrangement of Devices: Unless otherwise indicated, mount flush, with long dimension vertical and with grounding terminal of receptacles on top. Group adjacent switches under single, multigang wall plates.

H. Adjust locations of floor service outlets and service poles to suit arrangement of partitions and furnishings.

3.2 GFCI RECEPTACLES

- A. Install non-feed-through-type GFCI receptacles where protection of downstream receptacles is not required.

3.3 IDENTIFICATION

- A. Comply with Section 260553 "Identification for Electrical Systems."



- B. Identify each receptacle with panelboard identification and circuit number. Use hot, stamped, or engraved machine printing with black filled lettering on face of plate

3.4 FIELD QUALITY CONTROL

- A. Perform the following tests and inspections[ with the assistance of a factory-authorized service representative]:
  - 1. Test Instruments: Use instruments that comply with UL 1436.
  - 2. Test Instrument for Convenience Receptacles: Digital wiring analyzer with digital readout or illuminated digital-display indicators of measurement.
- B. Tests for Convenience Receptacles:
  - 1. Line Voltage: Acceptable range is 105 to 132 V.
  - 2. Percent Voltage Drop under 15-A Load: A value of 6 percent or higher is unacceptable.
  - 3. Ground Impedance: Values of up to 2 ohms are acceptable.
  - 4. GFCI Trip: Test for tripping values specified in UL 1436 and UL 943.
  - 5. Using the test plug, verify that the device and its outlet box are securely mounted.
  - 6. Tests shall be diagnostic, indicating damaged conductors, high resistance at the circuit breaker, poor connections, inadequate fault current path, defective devices, or similar problems. Correct circuit conditions, remove malfunctioning units and replace with new ones, and retest as specified above.
- C. Wiring device will be considered defective if it does not pass tests and inspections.
- D. Prepare test and inspection reports.

END OF SECTION 262726

**BID FORM**

FOR

CONTRACT NAME Simulator Area Improvements of the Public Safety Building

DATE: DECEMBER 4, 2020

For the

CITY of SCRANTON  
340 North Washington Avenue  
Scranton, PA 18503

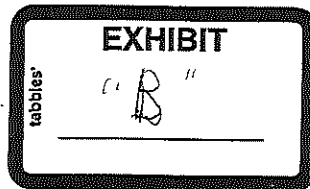
Proposal of (Name) SEAN BYRNE CONSTRUCTION  
(Address) 349 KEAR N. LAW ST., DICKSON CITY, PA 18519  
(Telephone) 570-963-9193  
(Contact Person) SEAN BYRNE

City of Scranton  
Office of the City Controller  
2nd Floor  
340 North Washington Avenue  
Scranton, PA 18503

In conformity with the Plans and Specifications prepared by Peters Design Group, Inc, 1415 Price Street, Scranton, PA 18504, and after an examination of the site and the Bidding Requirements and other Contract Documents, the undersigned submits this proposal and encloses herewith bid security in an amount of not less than ten percent (10) of the total of the hereinafter stated Base Bid, made payable to and indemnifying the "City of Scranton" Scranton, PA which is understood will be held by the City, as security as provided in the Instruction to Bidders. If this proposal of any part thereof is accepted by the City, and the undersigned shall fail to furnish approved bonds, execute the Agreement and otherwise comply with the Bidding Requirements, then the City may proceed to collect against the bid security as provided in the Instructions. Should the City fail to make an award, then the City may proceed to collection against the bid security as provided in the Instructions. Should the City fail to make an award on this project through no fault or failure on the part of the Bidder, then the City shall return said bid security.

It is hereby certified that the undersigned is the only person(s) interested in this proposal as principal, and that the proposal is made without collusion with any person, firm or corporation. The Bidder submits herewith, as such, a Non-Collusion Affidavit in accordance with the provisions of the Pennsylvania Anti-Bid-Rigging Act of October 28, 1983.

BID FORM  
Scranton Public Safety Building



Bidder hereby agrees to execute the Agreement, to furnish surety company bonds in the form incorporated in the Contract Documents in the amount of one-hundred percent (100%) of the contract price for the Performance Bond and Labor and Material Payment Bond, and to furnish the other documents set forth in the Instructions to Bidders, and to begin work in accordance with the Notice to Proceed.

Bidder guarantees that, if awarded the contract, he will furnish and deliver all materials, tools, equipment, tests, transportation, secure all permits and licenses, do and perform all labor, superintendence and all means of construction pay, all fees and do all incidental work, and to execute, construct and finish, in an expeditious, substantial and workmanlike manner, in accordance with the plans and specifications to the complete satisfaction and acceptance of the City, for the work of this Contract, for the Simulator Area Improvements of the Public Safety Building

It is understood that the City, reserves the right to reject any or all proposals, or part thereof, or items therein and to waive technicalities required for the best interest of the City. It is further understood that competency and responsibility of bidders will receive consideration before the award of the contract.

Bidder submits this proposal with the understanding that the work shall be substantially completed within thirty (30) calendar days from the date of Notice to Proceed, and that time for completion of the work of all contracts shall be considered as of the essence of this Contract.

The bidder agrees that he will not assign his bid or any of the rights or interests thereunder without the written consent of the City. In the event of a discrepancy between the verbiage (words) and numbers entered here below, the verbiage shall govern.

The following is a list of documents which are to be included with this bid:

1. Bid Security
2. Affirmative Action Certification
3. Certificate of Non-Segregated Facilities
4. Non-Collusion Affidavit

BID FORM  
Scranton Public Safety Building

# GENERAL

THE BID, as called for, (PLEASE NOTE GENERAL OR ~~ELECTRICAL~~) is submitted as follows:

## BASE BID

For all Construction Work, complete, as shown and specified in the Contract Documents as associated with the Simulator Area Improvements, to include the walls and door that defines the Special Investigation Division Area, the lump sum of:

TWENTY-TWO THOUSAND FIVE HUNDRED Dollars  
(Complete the amount of the bid in words)

(\$ 22,500- )  
(Complete the amount of the bid in numerals)

## ADD ALTERNATE 1 BID

For all Construction Work, complete, as shown and specified in the Contract Documents as associated with the Simulator Area Improvements plus all work complete as shown and specified in the contract documents as associated with the Special Investigation Division Area Improvements, which includes the painting of all walls, the installation of a new VCT floor covering, the installation of a new suspended ceiling complete, the provision of new lighting and emergency lighting, power distribution & switching, the lump sum of:

THIRTY-SEVEN THOUSAND FIVE HUNDRED Dollars  
(Complete the amount of the bid in words)

(\$ 37,500- )  
(Complete the amount of the bid in numerals)

BULLETINS WILL BE ISSUED, IF REQUIRED, TO CONTAIN THE FOLLOWING:

ADDENDA

In submitting this Bid, I acknowledge receipt of the following Addenda, and the cost, if any, of such revisions has been included in the bid sum:

Addendum No. Dated      Addendum No. Dated      Addendum No. Dated

Addendum 1

In accordance with Subparagraph 1.14T of the Instructions to Bidders, each Addendum issued becomes part of the Contract without regard to whether noted here.

Signature Pages to follow

---

---

SIGNATURES

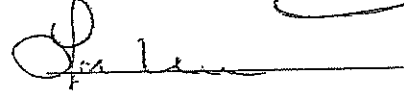
Name of Bidder (Printed)

JEAN BYRNE

Signature of Bidder



Witness



Business Name JEAN BYRNE CONSTRUCTION

Business Address 349 R. NORTH MAIN ST., DICKSON CITY, PA 18519

Non-Collusion Affidavit of Prime Bidder

STATE OF PENNSYLVANIA  
COUNTY OF LACKAWANNA  
SEAN BYRNE, being first duly  
sworn, deposes and says that:

1. He is OFFICER  
(Owner, partner, officer, representative or agent)  
of SEAN BYRNE CONSTRUCTION, the Bidder that has  
submitted the 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 is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, Representatives,  
employees or parties in interest, including this affiant, has in any way colluded, conspired,  
connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a  
collusive or sham Bid in connection with the Contract for which the attached Bid has been  
submitted or to refrain from bidding in connection with such Contract, or has in any  
manner, directly or indirectly, sought by agreement or collusion or communication or  
conference with any other Bidder, or to Bidder, or to secure through any collusion,  
conspiracy, connivance or unlawful agreement any advantage against the City of Scranton  
(Local Public Agency) 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.



Non-Collusion Affidavit  
Signature Page

X [Signature]  
PRESIDENT  
(TITLE)

Signed \_\_\_\_\_

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 4th DAY OF December  
\_\_\_\_\_, 2020

[Signature]  
Lori Weiss, Notary  
(TITLE)

Commonwealth of Pennsylvania - Notary Seal  
LORI WEISS - Notary Public  
Lackawanna County  
My Commission Expires Jul 27, 2024  
Commission Number 1208949

MY COMMISSION EXPIRES 7/27/24  
\_\_\_\_\_, 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 received 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: DECEMBER 4, 2020

SEAN BYRNE CONSTRUCTION

(Name of Bidder)

BY X

TITLE PRESIDENT

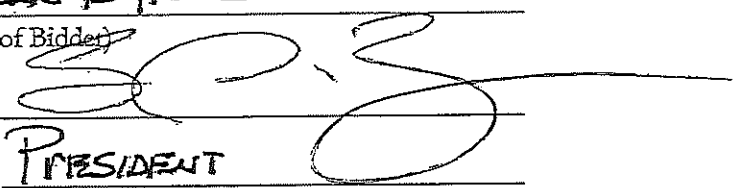
Certificate of Non-Segregated Facilities

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

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

DATE: DECEMBER 4, 2020

SEAN BYRNE CONSTRUCTION  
(Name of Bidder)

BY 

TITLE PRESIDENT

Attachment E. Disclosures by Current Contractors

1. Provide the names and titles of all individuals providing professional services to the City of 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, 2011, 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, 2011, 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, 2011 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, 2011, has the contractor 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, 2011, has the Contractor 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. Did the Contractor make political contributions the meet all of the following four criteria: (i) The contribution was made at any time since January 1, 2011; (ii) the contribution was made by an officer, director, executive-level employee, or owner of at least five percent (5%) of the Contractor; (iii) the amount of the contribution was at least \$500.00 in the form of either a single contribution by an officer, director, executive-level employee or owner of at least five percent (5%) or the aggregate of all contributions by all officers, directors, executive-level employees, and owners of at least five percent (5%) and (iv) the contribution was made to a candidate for any public office in the Commonwealth of Pennsylvania or to an individual who holds that office, or to a political committee


of a candidate for public office in the Commonwealth of Pennsylvania or of an individual who holds that office. If yes, then the Contractor shall provide the following information: the name and address of the contributor, the contributor's relationship to the Contractor, the name and office or position of each recipient, the amount of the contribution, and the date of the contribution.

9. 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.
10. 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, Sean P. Byrne, hereby state that I am President  
for Sean Byrne Construction and am authorized to make this verification.

I verify that the facts set forth in the foregoing Act 44 Disclosure Form 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: 12/15/20



# CASHIERS CHECK

REMITTER: SEAN BYRNE CONSTRUCTION INC

DATE 12/04/20

**VOID VOID VOID**  
PAY EXACTLY \*\*1,000 AND 00/100 DOLLARS

\$1,000.00

TO THE ORDER OF

CITY OF SCRANTON

**VOID VOID**



PEOPLES SECURITY BANK & TRUST

AUTHORIZED SIGNATURE

*Catherine M. [Signature]*

⑈0000376374⑈ ⑆031311807⑆ 409369⑈