

CONTRACT

This contract entered into this _____ day of _____ 2020 effective from

date of execution for a two (2) year period by and between the City of Scranton, 340 North Washington Avenue, Scranton, PA 18503, hereinafter called "Scranton" and

**A&M ELECTRICAL CONSTRUCTION, INC.
185 WASHINGTON AVENUE
WEST WYOMING, PA 18644
PHONE NO. (570) 237-5137**

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 maintenance of traffic signalization for the City of Scranton. The Contractor hereby covenants, contracts and agrees to furnish Scranton with:

MAINTENANCE OF TRAFFIC SIGNALIZATION

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)	

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 attorneys fees at the trial level and on appeal.

ARTICLE VIII: JURISDICTION

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

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

DATE: 9.22.2020

BY: P. J. G. Caputo
MAYOR

DATE: 9/22/2020

COUNTERSIGNED: [Signature]
CITY CONTROLLER

DATE: 9/23/2020

[Signature]
DIRECTOR DEPARTMENT OF PUBLIC WORKS

DATE: 9/25/20

APPROVED AS TO FORM:

[Signature]
CITY SOLICITOR

DATE: 9-15-2020

Department of Business Administration

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



SCRANTON

July 24, 2020

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

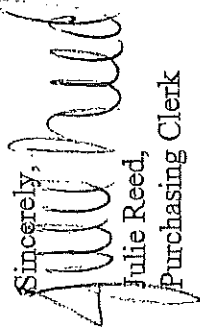
Dear Mr. Preambo,

This is to inform you that bids will be opened in Council Chambers on
Wednesday, August 12, 2020 at 10:00 A.M. for the following:

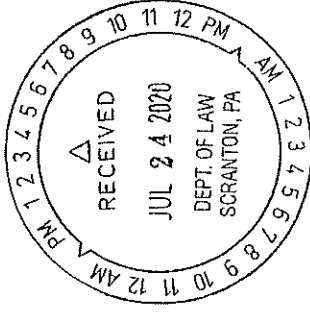
MAINTENANCE OF TRAFFIC SIGNALIZATION
FOR A 24 MONTH PERIOD
AS PER SPECIFICATIONS

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

Thank you for your cooperation in this matter.

Sincerely,

Julie Reed,
Purchasing Clerk

CC: Mayor Paige Cagnetti
Mr. John Murray, City Controller
Mrs. Lori Reed, City Clerk
Mr. Carl Deeley, Business Administrator
Mr. Joseph O'Brien, Acting City Solicitor

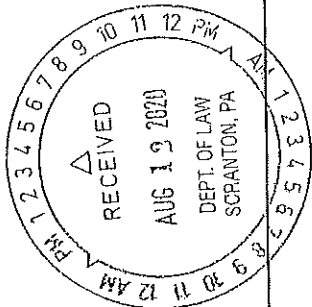


Department of Business Administration



SCRANTON

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



August 12, 2020

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

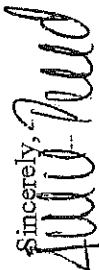
Dear Mr. Preambo:

This is to inform you that bids were opened on Wednesday, August 12, 2020 in the Office of the City Controller for the Maintenance of Traffic Signalization for a Two Year Period. Attached is a copy of the bid submitted by the following company:

A&M Electrical

After your review of this bid, please inform the Law Office of your decision so they may call for a contract or reject said bid.

Thank you for your cooperation in this matter.

Sincerely,

Julie Reed,
Purchasing Clerk

Attachments

Cc: Mr. John Murray, City Controller
Mrs. Lori Reed, City Clerk
✓ Attn. Joseph O'Brien, Acting City Solicitor
File

**CITY OF SCRANTON
INVITATION TO BIDDERS**

Separate sealed proposals will be received by the Office of the City Controller, 340 North Washington Avenue, Scranton, Pa. 18503 until Wednesday, August 12, 2020 at 10:00 a.m. at which time such proposals will be opened in the City Council Chambers and available for public viewing at www.youtube.com/user/electriccitytv570 for the following:

**MAINTENANCE OF TRAFFIC SIGNALIZATION FOR A TWO YEAR
PERIOD AS PER SPECIFICATIONS**

Proposals shall be made upon the official proposal from the attached to the specifications which may be obtained at 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 website at www.scrantonpa.gov. If you intend to submit a proposal, you are required to notify Julie Reed, Purchasing Clerk for the City of Scranton via email at jreed@scrantonpa.gov. If you fail to notify the Purchasing Clerk of your intent to submit a bid, you will not receive any Addenda or answers to any questions that may be submitted by other bidders.

Bids will be received and identified by "City of Scranton Maintenance of Traffic Signalization for a Two Year Period." Due to the closure of City Hall, all proposals will be submitted electronically to **John Murray, City Controller for the City of Scranton** via: <https://www.dropbox.com/request/9V0u4yd7UYc7Ac9gQcp> so as to arrive by the date and the time specified above. The City of Scranton will require a PDF document of this proposal. If you have any technical questions, please submit them via email to **Thomas Preambo, DPW Director** at: tpreambo@scrantonpa.gov.

The contract will be awarded to the lowest, most responsible bidder; however, the City reserves the right to reject any or all bids or any part of any bid.

Each proposal must be accompanied by a signed proposal, certificate of insurance, and a signed anti-collusion, affirmative action, a certificate of non-segregated facilities, and a disclosure affidavit.

Carl Deeley
Business Administrator

Work To Be Performed

The work to be performed shall include scheduled and emergency maintenance items to the City owned traffic control devices on a time basis as directed by the City, in accordance with specifications and the bid hourly rates, for a two (2) year period.

Work by the City and Additional Awards of Contracts

The Municipality may undertake or award other contracts of additional work. The Contractor shall cooperate fully with such other contractors and Municipal employees and fit his own work to such additional work as may be directed by the Director of Public Works. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or my Municipal employees. Contractor agrees work pursuant to these specifications is at the demand and convenience of the City.

The Municipality also reserves the right to solicit and award contracts for the purchase of materials to be used by the contractor, when determined to be in the best interest of the Municipality. The Contractor shall be allowed one (1) hour at the lowest Hourly Repair Charge rate for obtaining and transporting the materials from the municipal shop if directed by the City.

Inspection

The Municipality reserves the right to assign an inspector to the Contractor's operation for the purpose of determining the compliance with the specification and maintaining records, including the time records for service charges. Any work or materials found to be substandard or not in accordance with the provision of this contract, shall be prepared or replaced to the satisfaction of the Municipality at the sole expense of the Contractor.

Work Performance

It shall be the contractor's responsibility to insure that he does not damage any material, equipment or structure during his operations. If the contractor damages any materials, equipment and structure, he shall repair or replace it to the satisfaction of and at no expense to the Municipality.

All electrical work shall meet the electrical regulations of all state and local codes and otherwise as contained in the latest edition of the Nation Electrical Code of the National Board of Fire Underwriters.

Work shall be in complete conformance with Penn Dot's Publication 191, except as modified herein in terms of agreement and scope, and any and all state and federal specifications, regulations and requirements.

Maintenance and Protection of Traffic

The maintenance and protection of traffic during the maintenance operation shall be the responsibility of the Contractor in accordance with the Pennsylvania Department of Transportation Publication 203, Work Zone Traffic Control. The contractor will be allowed to close one (1) lane of traffic, when necessary to provide the service required under the proposal, between the hours of 9:30 am and 3:30 pm Monday through Friday, except holidays and as directed by the Director of Public Works.

Damaged Parts, Materials and Equipment

Surplus or damaged parts, materials or other equipment which are salvageable shall be taken by the Contractor to a place designated by the Municipality unless indicated otherwise. Any damaged poles, broken concrete or other such materials that cannot be repaired shall be disposed of by the Contractor.

Transportation

The Contractor shall be responsible for providing transportation. There shall be no additional charge for transportation.

Test Equipment and Tools

The Contractor shall provide all the necessary test equipment and tools.

Union Labor

The Contractor is referred to the City's wage and union requirements.

Description of Work

The Contractor shall designate in writing an emergency telephone number where he may be contacted concerning response on-call service. The Contractor shall be on-call **twenty four (24) hours seven (7) days a week including holidays**, for the purpose of making repairs. Contractor may also designate a contract number for scheduled work in category 4 below. When a system or installation is not in operation or illuminated due to equipment failure or external damage,

Category 1. When notification is received between 7 am and 6 pm Monday thru Friday. The response time shall be no more than one hour.

Category 2. When notification is received any other time or day. The response time shall be no more than one and a half hours.

Category 3. When an emergency or dangerous situation exists, in which case the Contractor shall immediately dispatch qualified personnel to eliminate such conditions.

Category 4. Non emergency maintenance and repairs shall be scheduled by the Contractor at the convenience of Public Works.

Category 5. Emergency pole replacement with new control box and transfer of service

The Contractor shall restore noting operation in the field within 24 hours. In the event, the Contractor is unable to restore normal operation in the field; substitute equipment shall be supplied at no additional cost to the Municipality until repairs to the existing equipment can be made. The existing equipment shall be repaired and returned to the field in no more than fifteen (15) days.

All repairs and testing of the failed equipment shall be done by the Contractor.

Complete record of the work performed and log-in sheet of the intersection shall be completed.

Material

The Contractor is ultimately responsible for furnishing material, tools, and equipment necessary for the performance of the work.

Method of Payment

The method of payment shall be based on a bid hourly rate for a truck and an hourly rate for manpower in accordance with the categories listed below. Compensation shall further be in accordance with any agreement offered by the City.

Payment shall be made at the contract price per unit/hour for the respective item.

In addition there shall be a minimum service charge per call of 1 hour regardless of the actual time spent.

Penalties

If the Contractor response time exceeds the time as outlined in the previous section, a penalty of \$ 100 per each additional hour will be charged. If the Contractor response time exceeds by 8 hours of the agreed upon limit, another Contractor will be notified to repair the failed intersection at the expense of the original contractor. The Municipality shall deduct this amount from the Contractor's latest invoice.

Agreements

Contractor agrees to execute any agreement offered by the City conforming to City's requirements.

The teams of this contract shall not exceed one (1) year.

Basis of Bid:

1. Emergency and scheduled service, Monday through Friday 7 am to 6 pm (Category 1&4)

Man hour _____ /hour
Truck _____ /hour

2. Emergency service, any other time (Category 2&3)

Man hour _____ /hour
Truck _____ /hour

3. Emergency service, any other time (Category 5)

Man hour _____ /hour
Truck _____ /hour

4. Include mark-up cost for materials and supplies

_____ Percent

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 or 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

AFFIRMATIVE ACTION CERTIFICATION --cont'd--

minority group persons, so that 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 the 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: _____

CERTIFICATE OF NON-SEGREGATED FACILITIES

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he 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 certifications in his files.

NOTE; The penalty for making false statements in offers are prescribed in 18 U.S.C. 1001.

DATE _____

(Name of Bidder)

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF _____

COUNTY OF _____

_____, being first duly sworn, deposes
and says that:

1) He is
(Owner, partner, officer, representative or agent)

of _____, the Bidder that has submitted the 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, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other 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

NON-COLLUSION AFFIDAVIT
SIGNATURE PAGE

SIGNED _____

(TITLE)

SUBSCRIBED AND SWORN TO BEFORE ME

THIS _____ DAY OF _____, 20 _____

(TITLE)

MY COMA/LESION EXPIRES _____, 20 _____

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

8. Did the Contractor make political contributions that 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, _____, hereby state that I am _____
for _____, 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.

Penalties

If the Contractor response time exceeds the time as outlined in the previous section, a penalty of \$ 100 per each additional hour will be charged. If the Contractor response time exceeds by 8 hours of the agreed upon limit, another Contractor will be notified to repair the failed intersection at the expense of the original contractor. The Municipality shall deduct this amount from the Contractor's latest invoice.

Agreements

Contractor agrees to execute any agreement offered by the City conforming to City's requirements.

The terms of this contract shall not exceed one (1) year.

Basis of Bid:

1. Emergency and scheduled service, Monday through Friday 7 am to 6 pm (Category 1&4)

Man hour \$ 96 /hour
Truck \$ 35 /hour

2. Emergency service, any other time (Category 2&3)

Man hour \$ 35 /hour
Truck \$ 35 /hour

3. Emergency service, any other time (Category 5)

Man hour \$ 144 /hour
Truck \$ 35 /hour

4. Include mark-up cost for materials and supplies

 20% Percent

AFFIRMATIVE ACTION CERTIFICATION --cont'd--

minority group persons, so that 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 the 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: 8-12-2020

APM Electrical Construction
(Name of Bidder)

CERTIFICATE OF NON-SEGREGATED FACILITIES

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he 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 certifications in his files.

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

DATE 8-12-2020

Asif M. Akhbar
(Name of Bidder)

By Dulana K. Borah

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF PENNSYLVANIA
COUNTY OF LUZERNE

Ashlee Kubacki, being first duly sworn, deposes and says that:

1) He is Representative
(Owner, partner, officer, representative or agent)

of RAM Electrical 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, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other 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;



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/11/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CORBETT INSURANCE (SHAVERTOWN) PO BOX A Shavertown, PA 18708		CONTACT NAME: PHONE (570)696-0700 FAX (570)696-0701 E-MAIL ADDRESS:
INSURED A & M Electrical Construction Inc 185 Washington Ave West Wyoming, PA 18644-1340		INSURER(S) AFFORDING COVERAGE INSURER A: Erie Insurance Group INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
		NAIC #

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED (IND) (VND)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		Q272220924	3/22/20	3/22/21	EACH OCCURRENCE \$ 2000000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 2000000 MED EXP (any one person) \$ 5000 PERSONAL & ADV INJURY \$ 2000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OF AGG \$ 2000000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		Q032230567	3/22/20	3/22/21	COMBINED SINGLE LIMIT (EA accident) \$ BODILY INJURY (per person) \$ 1000000 BODILY INJURY (per accident) \$ 1000000 PROPERTY DAMAGE (per accident) \$ 1000000
	UMBRELLA LIAB EXCESS LIAB DED. RETENTION \$ OCCUR CLAIMS-MADE					EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/EMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Q942900590	10/29/19	10/29/20	X PER STATUTE OTHER E.L. EACH ACCIDENT \$ 100000 E.L. DISEASE - EA EMPLOYEE \$ 100000 E.L. DISEASE - POLICY LIMIT \$ 500000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

ERIE INSURANCE COMPANY
BID BOND

Form 500 filed by these presents,

Bond No. AA8846

That we, A & M ELECTRICAL CONSTRUCTION INC. (hereinafter called the Principal) and the ERIE INSURANCE COMPANY, of Erie, Pennsylvania, a corporation duly organized under the laws of the State of Pennsylvania, (hereinafter called the Surety), as Surety, are held and firmly bound unto CITY OF SCRANTON,

hereinafter called the Obligee in the full and just sum of TEN THOUSAND

good and lawful money of the United States of America, to the payments of which sum of money well and truly to be made, the said Principal and Surety bind themselves, their and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed, sealed and dated this 12th day of August, A.D. 2020, Year

THE CONDITION OF THIS OBLIGATION IS SUCH: That, if the Obligee shall make any award within 60 days to the Principal for Traffic Signal Maintenance

according to the terms of the proposal or bid made by the Principal therefor, and the Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of said proposal or bid and award and shall give bond for the faithful performance thereof with the Surety or Sureties approved by the Obligee; or if the Principal shall, in case of failure so to do, pay the Obligee the damages which the Obligee may suffer by reason of such failure, not exceeding the penalty of this bond, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

In Testimony Whereof, the Principal and Surety have caused these presents to be duly signed and sealed.

Principal, A & M Electrical Construction Inc

Witness Cynthia Rychwalski

By: Andrew Kucharski



LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That ERIE INSURANCE COMPANY, a corporation duly organized under the laws of the Commonwealth of Pennsylvania, does hereby make, constitute and appoint _____

_____ Brian T. Corbett, Maureen A. O'Boyle, Karen L. Stecco and Kasey E. Corbett

individually, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed: any and all bonds and undertakings of suretyship, _____

_____ each in a penalty not to exceed the sum of two million dollars (\$2,000,000.00).

And to bind ERIE INSURANCE COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by the appropriate officer of ERIE INSURANCE COMPANY and sealed and attested by one other of such officers, and hereby ratifies and confirms all that its said Attorney(s)-in-Fact may do in pursuance hereof.

The Power of Attorney is granted under and by authority of the following Resolutions adopted by the Board of Directors of ERIE INSURANCE COMPANY on the 2nd day of September, 2016, and said Resolutions have not been amended or repealed:

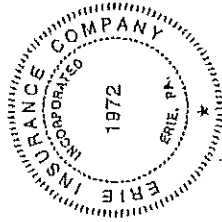
"RESOLVED, that the Chief Executive Officer, or any Senior Vice President or Vice President shall have power and authority to: (a) Appoint Attorney(s)-in-Fact and to authorize them to execute on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and, (b) Remove any such Attorney-in-Fact at any time and revoke the power and authority given to him or her.

RESOLVED, that Attorney(s)-in-Fact shall have power and authority, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof. The corporate seal is not necessary for the validity of any bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

This Limited Power of Attorney is signed and sealed by facsimiles under and by virtue of the following Resolution adopted by the Board of Directors of ERIE INSURANCE COMPANY on the 2nd day of September, 2016, and said Resolution has not been amended or repealed:

"RESOLVED, that the signature of Timothy G. NeCastro, as Chief Executive Officer of the Company, and the Seal of the Company may be affixed by the following facsimiles on any Limited Power of Attorney for the execution of bonds, undertakings, recognizances, contracts and other writings in the nature thereof, and the signature of Brian W. Bolash, as Secretary of the Company, the Seal of the Company, the signature of Sheila M. Hirsch, as Notary Public, and her notarial seal, may also be affixed by the following facsimiles to any certificate or acknowledgment of any such Limited Power of Attorney, and only under such circumstances shall said facsimiles be valid and binding on the Company."

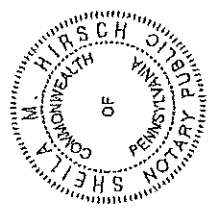
IN WITNESS WHEREOF, ERIE INSURANCE COMPANY has caused these presents to be signed by its Chief Executive Officer, and its corporate seal to be hereto affixed this 18th day of October, 2016.



Timothy G. NeCastro
Timothy G. NeCastro
Chief Executive Officer

COMMONWEALTH OF PENNSYLVANIA } ss.
COUNTY OF ERIE

On this 18th day of October, 2016, before me personally came Timothy G. NeCastro, to me known, who being by me duly sworn, did depose and say: that he is Chief Executive Officer of ERIE INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he knows the Seal of said corporation; that the Seal affixed to the said instrument is such corporate Seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



Sheila M. Hirsch
My commission expires June 27, 2020
Notary Public