

CITY OF SCRANTON Office of Community Development Mclain Park Phase III, #1-PK-2022-03

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CITY OF SCRANTON Office of Community Development Mclain Park Phase III, #1-PK-2022-03

General Information

The Proposal shall be submitted via mail, delivery service, or hand delivery to be received prior to 10:00 AM April 21, 2022, labeled:

Proposal/ RFP CITY OF SCRANTON Office of Community Development Mclain Park Phase III, #1-PK-2022-03

Proposals will be handled confidentially by the City during the pre-award process. The proposal shall be binding for a period of ninety (90) days from the due date for submission. The City of Scranton will not be responsible for any expenses incurred by a proposer in connection with this procurement.

A. REQUEST FOR PROPOSALS PACKAGE DOCUMENTS

The Request for Proposal (RFP) Package of Documents are attached for review and signature. These documents include: Affirmative Action Certification, Certificate of Non-Segregated Facilities, Non-Collusion Affidavit, Disclosure for Current Contractors, Verification of Contractor Eligibility and Termination of Ineligible Contractors, Bidders Understanding, Bid Bond, and Compliance with Air and Water Act.

B. SCOPE OF SERVICES

The City of Scranton is seeking services for completion of Phase III work as detailed in the Construction Drawings, Project Information (Cut Sheets) Drawings and Phase III bid forms found in this RFP document. Work is to be performed in accordance with the specifications to be obtained from the City of Scranton Office of Community Development.

TERM The term of any agreement resulting from this Request for Proposals shall be for a period of one (1) year and may be renewed for an additional one (1) year by the City of Scranton.

TIMING OF PERFORMANCE. The successful Proposer will be required to begin the project on or before May 25, 2022, a reasonable period of time. And complete the project prior to October 31, 2022. The Proposer will provide the City of Scranton Office of Community Development their detailed timeline for the project and will receive City approval before moving forward. Implementation of and adherence to the timeline is expected, however, reasonable extensions may be granted by the City as needed. Failure to complete the project within the reasonable timeframe agreed is in violation of the agreement.

QUESTIONS Any questions regarding this Request for Proposals should be directed to the City of Scranton Office of Community Development via email only to: Ann Marie Jason anjason@scrantonpa.gov All questions must be received before 10:00 AM. on April 20, 2022. Inquiries received after that date and time of 10:00 AM on April 20, 2022 will not receive a response. No telephone calls with questions will be taken.

ADDENDA. To ensure consistent interpretation of certain items, answers to questions the City deems to be in the interest of all will be made available to all respondents via email. Responses to questions will be issued in the form of an Addendum/Addendum Sign-Off to the Request for Proposals via email from the following: anjason@scrantonpa.gov The executed Addendum Sign-off should accompany the submission of your Proposal. Failure to execute any and all Addendum Signoffs provided will make the Bidder ineligible to bid for the project.

PUBLIC OPENING. Proposals will be opened 2nd Floor Scranton City Hall, April 21, 2022, 10:00 AM

GENERAL CONDITIONS

- A. No verbal information to bidders will be binding on the City. The written requirements will be considered clear and complete, unless written attention is called to any apparent discrepancies or incompleteness before the opening of the proposals. All alterations to the Request for Proposals will be made in the form of a written communication emailed to all prospective proposers. The communications shall then be considered to be part of the Request for Proposals.
- B. Submission of a proposal will be considered as conclusive evidence of the proposer's complete examination and understanding of the request.
- C. The City of Scranton reserves the right to reject any and all proposals submitted and to request additional information from any Proposer. 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 also reserves the right to elect to omit certain properties or portions of work to be performed at its sole discretion. 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.
- D. The award will be made to that responsive and responsible proposer whose proposal, conforming to requirements of therequest, will be most advantageous to the City, price and other factors considered. The award will be made to the firm with the lowest cost in aggregate.
- E. The City shall have the right, without invalidating the contract, to make additions to or deductions from the items or work covered by the Request for Proposals. In case such deductions or additions are made, an equitable price adjustment shall be made between the City and the Proposer. Any such adjustments in price shall be made in writing.
- F. After notice from the City, the selected proposer will be required to enter into a contract upon receipt of a Notice of Award. If a contract is not executed by the selected proposer, then the City reserves the right to retract the Notice of Award and enter into a contract with another proposer.
- G. Proposals must be in typewritten form. Unsigned proposals will not be accepted. Proposers are expected to examine the content of the request and respond accordingly. Failure to do so will be at the Proposer's risk.
- H. 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.
- I. Unless otherwise specified, all formal proposals submitted shall be binding for ninety (90) calendar days following the bid opening date and may be extended at the agreement of both parties.
- J. **AUTHORITY:** The City of Scranton Office of Community Development has the sole responsibility to respond to inquiries regarding the Request for Proposals.
- K. **CONTRACTOR COMPLIANCE.** If applicable, each respondent is required to be in compliance with the City of Scranton localtax requirements. Failure to be in compliance with City of Scranton local tax requirements may

result in bid disqualification and/or voiding of any contract that may result therefrom.

L. **CONTRACT TERMINATION.** A contract may be canceled by the City by giving the respondent written notice of intent to cancel.

M. **CONTROLLING LAW.** This Request for Proposals is governed by and will be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania without regard to any conflict of law provisions.

N. **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 policy limit	\$500,000 per incident/ \$500,000 per employee
Professional Liability \$1,000,000 aggregate	\$1,000,000 each occurrence
Comprehensive General Liability (including Blanket Contractual Liability Insurance)	
Bodily Injury	\$1,000,000 each person \$1,000,000 each occurrence \$2,000,000 aggregate
Property Damage	\$1,000,000 each occurrence
Personal Injury	\$1,000,000
Comprehensive Automobile Liability	\$500,000 each person \$500,000 each accident \$1,000,000 aggregate
Umbrella Policy	\$1,000,000 aggregate

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

O. **BIDDER'S ETHICS AND COLLUSION**

Collusive Bidding: Any firm that submits more than one proposal in such a manner as to make it appear that one of the proposals submitted is competitive with that of a different proposer, or any two or more firms that agree to fix their respective proposals in such a manner as to be awarded the contract shall be disqualified from further consideration of award of this contract and shall be subject to any applicable penalties under the law.

Bribery: Any firm that attempts to influence a City official to award this contract to such proposer's firm by promising to provide or by providing to such City official any gratuity, entertainment, commission or any other gift, in exchange for a promise to award the contract to such firm shall be disqualified from further consideration of award of this contract and shall be subject to any applicable penalties under the law.

Conflict of Interest: Any firm that knows any City official having a material direct or indirect financial interest in such proposer's firm shall be required to submit a written statement, along with the Form of Proposal, detailing such interest. Failure to disclose a known such financial interest shall result in the firm's disqualification from further consideration of award of this contract.

P. INDEMNIFICATION. This agreement shall be binding on the parties hereto, their heirs, successors and assigns.

Q. OPEN RECORDS LAW/PUBLIC INFORMATION. Under the Pennsylvania Right-to-Know Law (the "Law"), 65 P. S. Section

67.101 et. seq., a record in the possession of the City is presumed to be a public record subject to disclosure to any legal resident of the United States, upon request, unless protected by a statutory exception. Any contract dealing with the receipt or disbursement of funds by the City or the City's acquisition, use or disposal of services, supplies, materials, equipment or property is subject to disclosure under the Law. The following are not subject to disclosure under an exception in the Law:

1. A proposal pertaining to the City's procurement or disposal of supplies, services or construction prior to the award of a contract or prior to the opening and rejection of all bids; and
2. Financial information of a bidder or proposer requested in an invitation to bid or request for proposals to demonstrate the bidder's or proposer's economic capability.

R. TRANSFERS AND ASSIGNMENTS

1. Consultant shall not, without written consent of the City, assign, hypothecate or mortgage this agreement. Any attempted assignment, hypothecation or mortgage without the consent of the City shall render this agreement null and void.
2. Neither this agreement nor any interest therein shall be transferable in proceedings in attachment or execution against bidder or in voluntary or involuntary proceedings in bankruptcy or insolvency or receivership taken by or against the respondent, or by any process of law including proceedings under Chapter X and XI of the Bankruptcy Act.

PROBLEM STATEMENT

The Request for Proposals format for professional services enables the City to thoroughly evaluate the conditions for selection such as prior class action legal experience with sufficient flexibility in awarding the contract.

- A. REJECTION OF PROPOSALS The City of Scranton reserves the right to reject any and all proposals received resulting from this request
- B. INCURRING COSTS The City of Scranton will not be liable for costs incurred by the selected proposer prior to the issuance of a contract.
- C. A pre-proposal Conference will be held on April 5, 2022 ay 10:00 AM on site
- D. REFERENCES As a requirement for consideration, proposals must include at least two (2) references, including contact information, who can attest to the attributes of the proposer.

CRITERIA FOR SELECTION

- A. **EVALUATION PROTOCOL.** All proposals received by the City of Scranton will be reviewed by a member of the City's Law Department and a member of the City of Scranton Office of Community Development. These departments will review the merits of content and select the proposal which most closely meets the requirements of the Request for Proposals. The final selection may not be the lowest cost proposal but that which most closely meets the requirements of the City.
- B. **SELECTION BASED ON QUALIFICATIONS.** The proposal selected by the City's Legal Department and City's Office of Community Development will be deemed to respond most favorably to the requirements of the Request.

Conditions relevant to evaluation will include:

1. The experience of the proposer in similar projects as well as a minimum of two (2) professional references.
2. Documentation of adequate resources and personnel available to complete work in a timely and professional manner
3. A complete cost proposal including an itemization of fees.
4. A clear narrative description of the proposed effort and a proposed plan of action including objectives and a detailed timeline for implementation and reaching the milestones of the project.
5. The company's compliance with City of Scranton licensing requirements and local tax requirements

PROPOSAL REQUIREMENTS

Proposals must meet the identified criteria and format. Submission of RFP with "RFP Package of Documents" is required. Consideration will be based on compliance with those requirements. All other information considered relevant by the proposer will be included as addenda information to the proposal.

Include the names of executive and professional personnel who will be assigned to the activities of the City of Scranton Paving Project, including support staff. Resumes for those assigned directly to the activities of this project may be included in the addenda section.

Payment for Services under this Project shall be on a time and materials, not-to-exceed fee basis. The Proposal shall include a Cost Proposal which shall identify a schedule of proposed hourly billing rates for all work to be performed. The Proposal shall include a detailed spreadsheet showing the hours, labor costs, expenses and total cost for each task in the Project. The Cost Proposal shall include a budget for reimbursable expenses, including, but not limited to mileage and landfill tonnage. The Cost Proposal shall also estimate all potential fees associated with obtaining all permits required to complete the Project in accordance with applicable laws. If the Proposer anticipates additional services not addressed in the Request for Proposals which, in its opinion, will be required to complete the Project, such additional services shall be noted, with a general explanation, a brief justification for the services, and a corresponding proposal for the same. Unless otherwise approved in writing by the City's Executive Director of Community Development, the proposer selected shall not be entitled to any payment from the City in excess of the fee provided. Change orders will not be authorized or permitted without the express consent of the City in extenuating circumstances.

TECHINICAL SPECIFICATIONS

CITY OF SCRANTON Office of Community Development Mclain Park Phase III, #1-PK-2022-03

Mandatory Pre-Bid Conference: April 5, 2022, 10:00 AM
Mclain Park, 414 Gilbert St. Scranton PA 18508

Review the Following Requirements

- This is a mandatory pre-bid conference.
- Davis-Bacon wage rates do apply to this project.
- Bids must be received no later than 10:00 AM April 21, 2022
- Submit Bid to the Controller, City of Scranton
- Include one (1) 10% bid bond when submitting bid (one original is acceptable)
- After Contracts are signed, security data has been received, then approved work shall be started on or before May 25, 2022 and shall be completed on or before October 31, 2022.
- A **100%** performance bond is needed when you sign the contract
- Two signatures are needed from your company when signing the contract. (Example: President / Secretary or President / Vice President)
- Bidders required to hold a contractor license in the City of Scranton
- The Interpolation or altering of bid proposal by which the terms of the specifications are changed shall cause rejection of the proposal.
- Bidders are invited upon for the following items of work as follows:

IT IS IMPERATIVE THAT YOU ANSWER ALL QUESTIONS IN THE BID PACKAGE. FAILURE TO DO SO MAY DISQUALIFY YOU FROM BEING THE SUCCESSFUL BIDDER.

Technical Questions:

Paul Bechtel, McLane & Associates pbechtel@mclaneassociates.com

OECD Program: Ann Marie Jason anjason@scrantonpa.gov 570.348.4216, ext 4257

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

City of Scranton Controllers Office 340 North Washington Avenue, Scranton, PA 18503

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with The City of Scranton in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation

those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
---------------------	-----------------------

_____	_____
_____	_____
_____	_____
_____	_____

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on the cost, progress, and performance of the Work; the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and Bidder’s safety precautions and programs.
- E. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- F. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- G. Bidder has given The City and Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- H. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- I. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER’S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 1. “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 2. “Fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 3. “Collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 4. “Coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

Specifications (General Requirements). The itemization in the Bid Form

- 4.01 Bidder agrees that the Work will be substantially complete within 185 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 195 calendar days after the date when the Contract Times commence to run.
- 4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5

- 5.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid Bond
 - B. Bidders Qualifications
 - C. Consent of Surety
 - D. Non-Collusion Affidavit
 - E. E-Verify
 - F. Affidavit Accepting Provisions of Workmen’s Compensation Act
 - G. Nondiscrimination/Sexual Harassment Clause
 - H. Contractor Eligibility Verification Form

ARTICLE 6 – DEFINED TERMS

- 6.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions. The City of Scranton directives below apply to this project.
- A. Periodic inspections of the work, while in progress, and final inspection upon completion, will be made by the Engineer and Owner.
 - B. Lines and grades, where necessary, will be set by the Contractor and, if necessary, checked by an Engineer in the field. This includes all survey work necessary for construction of the project.
 - C. All materials, concrete, asphalt, aggregate shall be supplied from Pennsylvania Department of Transportation approved sources. In lieu of this, certified test results from a reputable testing agency indicating that the material meets all the Pennsylvania Department of Transportation Specification will be required. Any such testing will be at the expense of the Contractor.
 - D. The Contractor shall be responsible for all utility adjustments as part of this contract. The Contractor shall ensure that all utility facilities are at the proper elevations after final wearing course is placed.
 - E. All curb, manholes, and valves are to be sealed the day of placement of the final wearing course. As per a request by UGI, the contractor is not to seal any gas valves as a part of this contract. The contractor is responsible to verify sealing with the utilities.
 - F. No inspector's field office will be required.
 - G. All bids shall be made upon forms supplied by the Engineer. Bids must be typewritten or printed legibly in ink.
 - H. The Contractor shall provide TWO (2) copies of all required certifications to the Engineer sufficiently in advance of the construction to afford ample time for review and approval.
 - I. The Contractor shall contact DPW - City of Scranton, or the Engineer City of Scranton, before starting work, to coordinate any concerns regarding the construction.
 - J. Disposal of excess material and stakeout work shall be considered incidental to construction and included within the other items bid.
 - K. The Owner reserves the right at its option to waive any informalities, irregularities, defect, errors, or omissions, in any or all proposals and to reject any or all proposal.
 - L. The Contractor is responsible to protect all concrete work until it has properly cured. If concrete is defective or vandalized the contractor is responsible to replace damaged areas to nearest construction joint at no additional cost to the owner.
 - M. The Contractor is to sawcut a clean and neat line at ALL roadways, sidewalk and driveway tie-in locations minimum of 1 foot maximum of 3 feet or as directed by engineer.
 - N. There will be (No) Asphalt price adjustment for escalation costs.
 - O. All required clearing and grubbing of vegetation and seeding and mulching is considered incidental to this contract.
 - P. The Contractor will provide positive drainage with profile grading of gutter line in areas of poordrainage to the maximum extent feasible.
 - Q. ALL BIDDERS FOR THIS PROJECT MUST HAVE PRIOR TO BIDDING A VALID AND CURRENT GENERAL CONTRACTOR'S LICENSE FOR THE CITY OF SCRANTON TO BE AWARDED THE PROJECT

ARTICLE 7 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

By:

[Signature] _____

[Printed name] _____

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature] _____

[Printed name] _____

Title: _____

Submittal Date: _____

Address for giving notices: _____

Telephone Number: _____

Fax Number: _____

Contact Name and e-mail address _____

Contract Number: _____

TOTAL BASE BID LUMP SUM \$ _____

Include Schedule of Prices with Bid

INSTRUCTIONS TO BIDDERS

USE OF SEPARATE BID FORMS:

These Contract Documents include a complete set of bidding and Contract forms, which are for the convenience of bidders and are not to be detached from the Contract Document, filled out, or executed.

INTERPRETATIONS OR ADDENDA

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

INSPECTION OF SITE

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

ALTERNATE BIDS

No alternative bids will be considered unless alternative bids are specifically requested by the technical specifications.

BIDS

All Bids must be submitted on forms supplied by the Office of Economic and Community Development and shall be subject to all requirements of the Contract Documents, including the Drawings and these Instructions to Bidders. All Bids must be regular in every respect and no interlineations, excisions or special conditions shall be made or included in the Bid Form by the Bidder. Bid Documents including the Bid, the Bid Guaranty, the Non-Collusion Affidavit and the Statement of Bidder's Qualifications (if requested) shall be enclosed in an envelope and shall be sealed and clearly labeled with the PROJECT NAME, PROJECT NUMBER, NAME OF BIDDER and DATE AND TIME OF BID OPENING in order to guard against premature opening of the bid. The Office of Economic and Community Development may consider as irregular any Bid of which there is an alteration of or departure from the Bid Form hereto attached and at its option may reject the same.

BID GUARANTY

The Bid must be accompanied by a Bid Guaranty, which shall not be less than ten percent (10%) of the amount of the Bid. At the option of the Bidder, the guaranty may be a certified check, bank draft, negotiable U.S. Government Bonds (at par value) or a Bid Bond in the form attached. The Bid Bond shall be secured by a guaranty, or a surety company listed in the latest issue of U.S. Treasury Circular 570 shall secure the Bid Bond. The amount of such Bid Bond shall be within the maximum amount specified for such company in said Circular 570, no bid will be considered unless it is accompanied by the required guaranty. Certified check or bank draft must be made payable to the order of the City of Scranton. Cash deposits will not be accepted. The bid guaranty shall insure the execution of the Agreement and the furnishing of the surety bond or bonds by the successful Bidder, all as required by the Contract Documents.

Revised Bids submitted before the opening of Bids, whether forwarded by mail or other means, if representing an increase in excess of 2 percent (2%) of the original Bid, must guaranty adjusted accordingly otherwise the Bid will not be considered.

Certified checks or bank drafts, or the amount thereof, Bid Bonds, and negotiable U.S. Government bonds of unsuccessful Bidders will be returned as soon as practical after the opening of the Bids.

COLLUSIVE AGREEMENTS

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

STATEMENT OF BIDDER'S QUALIFICATIONS

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

Additionally:

Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that

may affect cost, progress, and performance of the Work.

Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on the cost, progress, and performance of the work, the means, methods, techniques, sequences, procedures of construction to be employed by Bidder; and Bidder's safety precautions and programs.

Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents and confirms that the written resolution thereof by Engineer is acceptable to Bidder.

The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.

The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

RFP PACKAGE OF DOCUMENTS

Please review and sign the following "RFP Package of Documents":

- Affirmative Action Certification
- Certificate of Non-Segregated Facilities
- Non-Collusion Affidavit
- Disclosure for Current Contractors/Bidders Qualifications
- Section 3 Certification
- Verification of Contractor Eligibility and Termination of Ineligible Contractors
- Bidders Understanding
- Bid Bond
- Compliance with Air and Water Act

Affirmative Action Certification

During the term of this contract, Bidder agrees as follows:

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 ensure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age, 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.

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.

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.

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.

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.

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 that may be imposed and remedies invoked.

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.

Bidder shall actively recruit minority subcontractors or subcontractors with substantial minority representation among their employees.

Bidder shall include the provisions of this affirmative action certification in every subcontract, so that such provisions will be binding upon each subcontractor.

Bidder's obligations under this clause are limited to the bidder's facilities within Pennsylvania, or where the contract id 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 _____

Non-Collusion Affidavit of Prime Bidder

STATE OF _____

COUNTY OF _____

_____, being first duly sworn,
deposes and says that

He/She is _____ (Owner, partner, officer, representative or agent) of _____, the Bidder that has submitted the bid.

He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid.

Such Bid is genuine and is not a collusive or sham bid;

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;

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

(SIGNED)

(TITLE)

SUBSCRIBED AND SWORN TO BEFORE ME

THIS _____ DAY OF _____
_____, 20 _____

(TITLE)

MY COMMISSION EXPIRES _____
_____, 20 _____

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 positions.
 - 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, _____, hereby state that I am _____ for

_____, and 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: _____

Section 3 Certification

TRAINING, EMPLOYMENT, AND CONTRACTING OPORTUNITIESFOR BUSINESSES AND LOWER INCOME PERSONS.

The project assisted under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, L2 U.S.C. 170 (1)(u). Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.

Notwithstanding any other provision of this contract the recipient shall carry out the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary set forth in 24CFR Part 135 (published in 38 Federal Register 29220, October 23, 1973) and all applicable rules and orders of the Secretary issued thereunder prior to the execution of this contract. The requirements of said regulations include but are limited to development and implementation of an affirmative action plan for utilizing business concerns located within or owned in substantial part by persons residing in the area of the project; the making of good faith effort, as defined by the regulations, to provide training, employment, and business opportunities required by Section 3; and incorporating of the "Section 3 clause" specified by Section 135.20 n(b) of the regulations in all contracts agrees that it is under no contractual or other disability which would prevent it from complying with these requirements.

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Secretary issued thereunder prior to approval by the Government of the application for this contract shall be a condition of the Federal financial assistance provided to the project, binding upon the recipient its successors and assigns. Failure to fulfill these requirements shall subject the recipient, its contractor and subcontractors, its successors, and assigns to the sanctions specified by 24 CFR Section 135.135.

(SIGNATURE)

DATE _____

(NAME OF FIRM)

Verification of Contractor Eligibility and Termination of Ineligible Contractor

I hereby certify that I/we am/are eligible for award of a Federally assisted or insured Contract.

In the event that I/we am/are found ineligible after an award of Contract, said Contract shall be terminated and the matter will be referred to the Department of Labor for its action.

Contractor

Date

Name of Firm

Subcontractor(s)

Date

Name of Firm

Additional Subcontractors, Signatures, Date, and Name of Firms:

"ALL CONSTRUCTION CONTRACTORS" STATEMENT OF BIDDER'S QUALIFICATIONS

ALL **QUESTIONS MUST BE ANSWERED.** If more room is needed to answer any questions use a separate sheet of paper and attach to this form. This statement must be notarized.

BIDDER'S Name and Permanent Office Address:

If Corporation what year incorporated _____

DUNS # _____ EIN# _____

How many years have you engaged in your current work expertise under the present firm/trade name?

Have you ever terminated or been in default of contract, If so, provide details on separate attachment?

CERTIFICATION AS (PRE-QUALIFIED BY PENNDOT). Yes: _____ No: _____ please attach if yes

Will you provide a detailed financial statement and provide any other information requested by The Bureau of Engineering, City of Scranton? _____

Have you ever been involved in or party to and legal action or proceeding involving matters related to race, color, religion, sex, sexual preference, or nationality? _____ Have you ever been accused of discrimination of the same? _____ If yes to either attach details.

THE UNDERSIGNED HEREBY AUTHORIZES AND REQUESTS ANY PERSON, FIRM OR CORPORATION TO FURNISH ANY INFORMATION REQUESTED BY THE BUREAU OF ENGINEERING, CITY OF SCRANTON IN VERIFICATION OF THE REFERRALS COMPRISING THIS STATEMENT OF BIDDER'S QUALIFICATIONS.

ALL CONSTRUCTION CONTRACTORS BIDDER'S QUALIFICATIONS

SIGNATURE PAGE

DATED AT _____ THIS ____ DAY OF 20____

(NAME OF BIDDER)

BY _____ Signature

Title: _____

City of _____

County of _____

State of _____

_____ BEING DULY SWORN, ACCORDING TO LAW, DEPOSED AND SAYS THAT HE/SHE IS THE_

_____ OF _____

AND ALL STATEMENTS THEREIN CONTAINED ARE TRUE AND CORRECT. AND THAT THE ANSWERS TO THE FOREGORING QUESTIONS ARE TRUE AND CORRECT.

SUBSCRIBED AND SWORN BEFORE ME THIS ____ DAY OF __ 20__

NOTARY PUBLIC

MY COMISSION EXPIRES _____

Bidders Understanding of Conditions Applicable to Proposal

It is stated and averred that the bidder has had sufficient time to examine and has examined the project site to determine the character of the existing conditions to be encountered, that he has based his Bid prices on his own independent examination and investigation of the specifications and criteria furnished to him by the City of Scranton; that he has read completely and understands thoroughly the general conditions (if applicable), specifications of the Commonwealth of Pennsylvania, Department of Transportation Form 408, with all supplements thereto, currently in effect (if applicable), and if applicable, any Supplements, Special Provisions and/or conditions as well as any other addenda or requirements pertaining to this project, which shall be applicable to and govern the provisions of this Bid proposal and the performance of any contract awarded thereon, whether attached thereto and made a part thereof or incorporated therein by reference thereto, including the following addenda issued after publication of the proposal.

SIGNATURE _____ DATE _____

ADDENDUM NO. _____ DATE ____ ADDENDUM NO. ____ DATE ____

Bid Bond

KNOW ALL MEN BY THESE PRESENTS,

That we _____
(Hereinafter called the Principal) as Principal, and the _____, of _____
a corporation duly organized under the laws of the State of _____ (Hereinafter called the Surety)
as Surety, are held and firmly bound unto _____ (Hereinafter called the Obligee)
in sum of _____ Dollars (\$ _____) for the payment of which sum well and truly to be
made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors,
and assigns, jointly and severally , firmly by these presents.

WHEREAS, the Principal has submitted a bid for

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and Sealed this _____ DAY OF _____, 20__

PRINCIPAL

TITLE

(SEAL)

My Commission Expires: _____

Compliance with Air and Water Acts

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

(1) Any facility to be utilized in the performance of this contract will not be listed on the list of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.

(2) The Contractor will comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

(3) The Contractor agrees that as a condition for the award of the Contract prompt notice will be given to the Local Governing Body of any notification received by the Contractor from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract by the Contractor is under consideration to be listed on the EPA List of Violating Facilities.

(4) The Contractor will include or cause to be included the criteria and requirements in paragraph (1) through (3) of this section in every nonexempt subcontract and will take such action as the Government may direct as a means of enforcing such provisions.

CONTRACTOR Signature

DATE

NAME OF FIRM

EQUAL EMPLOYMENT OPPORTUNITY

Note: If the work pertains to a project under a Contract for a Loan and Grant executed prior to July 22, 1963, and not amended on or after that date, Section 210 shall consist of a language shown below under alternate language (1), beginning with "During the performance of this Contract."

If the work pertains to a project under a Contract for Loan and Grant executed or amended on or after July 22, 1963, Section 210 shall consist of the language shown under either (1) or (2), as appropriate to the amount of the proposed contract, beginning with "During the performance of this of this Contract." If, at the time the initial contract documents are prepared, no determination can be made as to whether the proposed contract will exceed \$10,000 (before deducting any salvage credit), include both sets of language, together with the prefatory statements (1) and (2).

1. If the Contract amount is \$10,000 or less, the following conditions shall apply: During the performance of this Contract, the Contractor agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Local Public Agency setting forth the provisions of this non-discrimination clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

(c) The Contractor will cause the foregoing provisions to be inserted in all sub-contracts for any work covered by this contract so that such provisions will be binding upon each Sub-contractor, provided that the foregoing provisions shall not apply to contracts or sub-contracts for standard commercial supplied or raw materials.

2. If the contract amount exceeds \$10,000, the following conditions shall apply:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including

apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Local Public Agency setting forth the provisions of this non-discrimination clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

(c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and by rules and regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department of Housing and Urban Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(e) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules and regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department of Housing and Urban Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 September 24, 1965, and such other sanctions may be imposed, and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

EXECUTIVE ORDER 11246

NOTICE OF REQUIREMENTS FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY

1. The Officer's or bidder's attention is called to the Equal Opportunity Clause and the Standard Federal Equal Employment Construction Contract Specifications set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables	Goals for minority participation for each trade	Goals for female participation in each trade
SEE ATTACHED	APPENDIX B, C, or D	SEE ATTACHED
		APPENDIX A

The hours of minority and female employment is to be reported monthly by the Contractor on Standard Form 257 (to be supplied by the Office of Economic and Community Development) and expressed in percentage terms of the Contractor's aggregate work hours for each trade (craft).

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area.

The Contractor's compliance with the Executive Order and the regulations in 4 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.34 (a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract in each trade and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the regulations in 41 CFR Part 50.4 Compliance with the goals will be measured against the total work hours performed

3. The Contractor shall provide written notification to the Office of Economic and Community Development within ten (10) working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor, employee identification number, estimated dollar amount of the subcontract, estimated starting and completion dates of the subcontract and the geographical area in which the contract is to be performed.

4. As used in this Notice, and in the contract resulting from this solicitation, the covered area is nationwide for females and for minorities including the areas listed in Appendix B, C, or D. Until further notice no specific goals for minorities are applicable for areas not included in Appendix B, C, or D.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS
(EXECUTIVE ORDER 11246)

1. As used in these specifications:
 - a. Covered area means the geographical area described in the solicitation from which this contract resulted
 - b. Director means Director Office of Federal Contract Compliance Programs, United States Department of Labor or any person to whom the Director delegates authority.
 - c. Employer identification number means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return U.S. Treasury Department Form 941.
- (i) Minority includes: Black (all persons having origins in any of the Black African racial groups not of Hispanic origin), Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or Origin, regardless of Race , American Indian or Alaskan Native (all persons having origins in any of original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification), Asian and Pacific Islander (all persons having origins in any of the original people of the Far East. Southeast Asia, the Indian subcontinent, or the Pacific Islands) and

Whenever the Contractor or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the notice which contains the applicable goals for minority and female participation, and which is set forth in the solicitation from which this resulted.

If the Contractor is participating (pursuant to 41 CFR 60 4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan

for Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

2. The Contractor shall implement the specific affirmative action standards provided in these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentage of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

3. Neither the provisions of any collective bargaining agreement nor the failures by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

4. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

5. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action step at least as extensive as the following

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion of all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor's where possible will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligations to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources provide written notice to minority and female recruitments sources and to community organizations when the

Contractor or its unions have employment opportunities available and maintain a record of the organization's responses.

c. Maintain a current file of the names, addresses and phone numbers of each minority and female off-the street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or if referred not employed by the Contractor. This shall be documented in the file with the reason; therefore, along with whatever additional actions the Contractor may have taken.

referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

d. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment need, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 7b above.

e. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations by including it in any policy manual and collective bargaining agreement by publicizing it in the company newspaper, annual report, etc. by specific review of the policy with all management personnel and with all management personnel and with all minority and female employees at least once a year, and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed

f. Review at least annually the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring assignment layoff termination or other employment decisions including specific review of these items with on-site supervisory personnel such as super intendments General Foreman etc. prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending subject matter discussed and disposition of the subject matter.

g. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media specifically including minority and female news media and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

- h. Direct its recruitment efforts both oral and written to minority female and community organizations to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or training by any recruitment source the Contractor shall send written notification to organizations such as the above describing the openings, screening procedures and tests to be used in the selection process.
 - i. Encourage present minority and female employees to recruit other minority persons and women and where reasonable provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.
 - j. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
 - k. Conduct at least annually an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for through appropriate training etc, such opportunities.
 - l. Ensure that seniority practices job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations are being carried out under these specifications.
 - m. Ensure that all facilities and company activities are non-segregated except that separate or single- user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - n. Document and maintain a record of all solicitations of offers for subcontractors from minority and female construction contractors and suppliers including circulation of solicitations to minority and female contractor associations and other business associations.
 - o. Conduct a review at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
6. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor community or other similar group of which the contractor is a member and participant may be asserted as fulfilling anyone or more of its obligations under 7a through p of these specifications provided that the contractor actively participates in the group make every effort to assure that

the group has a positive impact on the employment of minorities and women in the industry ensure that the concrete benefits of the program are reflected in the Contractor's Minority and female workforce participation makes a good faith effort to meet its individual goals and timetable, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligations to comply, however is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

7. A single goal for minorities and a separate single goal for women have been established. The contractor however is required to provide equal employment opportunities and to take affirmative action for all minority groups, both male and female and all women, both minority and non-minority

Form: however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

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

APPENIDX A

The following goals and timetables for female utilization shall be included in all Federal and federally assisted construction contracts and subcontract in excess of \$10,000. The goals are applicable to the contractor's aggregate on-site construction workforce whether or not part of that workforce is performing work on a Federal or federally assisted construction contract or subcontract.

Area Covered: Nationwide

GOALS AND TIMTABLES

<u>Timetable</u>	<u>Goals</u>
<i>From April 1, 1978, until March 31, 1979</i>	<i>3.1</i>
<i>From April 1, 1979, until March 31, 1980</i>	<i>5.1</i>
<i>From April 1, 1980, until March 31, 1981</i>	<i>6.9</i>

APPENDIX B

Until further notice, the following goals and timetables for minority utilization shall be included in all Federal or federally assisted construction contracts and subcontracts in excess of \$10,000 to be performed in the respective covered areas. The goals are applicable to the contractor's aggregate on-site construction workforce whether or not part of that workforce is performing work on a Federal or federally assisted construction contract or subcontract.

PHILADELPHIA, PENNSYLVANIA AREA

Area covered: Bucks, Chester, Delaware, Montgomery, and Philadelphia Counties, Pennsylvania.

GOALS AND TIMETABLES

<u>Trade</u>	<u>Goals</u>
<i>Ironworkers</i>	22.0 to 26.0
Plumbers and pipe fitters	20.0 to 24.0
Steamfitters	20.0 to 24.0
Sheet metal workers	19.0 to 23.0
Electrical workers	19.0 to 23.0
Elevator construction worker	19.0 to 23.0

Until further notice

APPENDIX C

Until further notice, the following goals and timetables for minority utilization shall be included in all Federal or federally assisted construction contracts and subcontracts in excess of \$10,000 to be performed in the respective covered areas. The goals are applicable to the contractor's aggregate on-site construction workforce whether or not part of that workforce is performing work on a Federal or federally assisted construction contract or subcontract.

PITTSBURGH, PENNSYLVANIA, AREA

Area covered: Allegheny County, Pennsylvania

GOALS AND TIMETABLES

<u>Trade</u>	<u>Goals</u>
Asbestos workers	24.3 to 7.8
Boilermakers	33.8 to 37.7
Bricklayers	11.9to 13.0
Carpenters	11.8 to 12.9
Cement Masons	16.3 to 18.1
Electricians	17.0 to 20.3
Glaziers	26.9 to 30.4
Ironworkers	25.5 to 29.9
Lathers	12.7 to 13.8
Operating Engineers	44.2 to 48.3
Painters	16.4 to 17.9
Plasterers	34.3 to 38.0
Plumbers	7.8 to 9.2
Roofers	47.1 to 50.
<u>Trade</u>	<u>Goals</u>
Sheet metal workers	26.0 to 26.9
Steamfitters	10.1 to 12.0
Tile Setters	13.6 to 16.0
All Others	26.6 to 32.5

APPENDIX D

Until further notice, the following goals and timetables for minority utilization shall be included in all Federal or federally assisted construction contracts and subcontracts in excess of \$10,000 to be performed in the respective covered areas. The goals are applicable to the contractor's aggregate on-site construction workforce whether or not part of that workforce is performing work on a Federal or federally assisted construction contract or subcontract.

YOUNGSTOWN, OHIO AREA

Area covered: Columbiana, Mahoning and Trumbull Counties Ohio; and Lawrence and Mercer Counties, Pennsylvania.

GOALS AND TIMETABLES

<u>Trade</u>	<u>Goals</u>
All	6.0 to 7.1

GENERAL CONDITIONS

DEFINITIONS

Wherever used in any of the Contract Documents, the following means shall be given to the terms herein defined.

The term "Contract" means the Contract executed by the City of Scranton and the Contractor, of which these GENERAL CONDITIONS, PART I AND II form a part.

The term "Local Public Agency" means the City of Scranton, which is authorized to undertake this contract.

The term "Contractor" means the person, firm or corporation entering into the contract with the authority to construct and install the improvements embraced in this contract.

The term "Project Area" means the site of the construction area within the specified Contract limits of the improvements contemplated to be constructed in whole or in part under this Contract.

The term "Engineer" means the City Engineer (or Consulting Engineer if one applies) as the Engineer in charge, their successor or any other person or persons, employed by said Local Public Agency (City of Scranton) for the purpose of directing or having in charge what work embraced in this Contract, the said Engineer acting directly or indirectly through any assistant having immediate charge of a portion thereof limited by the particular duties instructed to him.

The term "Local Government" means the City of Scranton, Pennsylvania within which the Project area is situated.

The term "Contract Documents" means and shall include the following: Executed Agreement, Addenda (if any), Invitation for Bids, instructions to Bidders, signed copy of Bid, General Conditions. Part I and II, Special Conditions, Technical Specifications, and Drawings.

The term "Drawings" means the drawings listed in the RFP.

The term "Technical Specifications" means that part of the Contract Documents which describes, outlines and stipulates: the quality of the materials to be furnished; the quality of workmanship required and the methods to be used in carrying out the construction work to be performed under contract.G)

The term "Addendum" or "Addenda" means any changes, revisions or clarifications of the Contract Documents, which have been duly issued by the Local Public Agency to prospective Bidders prior to time of receiving bids.

SUPERINTENDENCE BY CONTACTOR

Except where the Contractor is an individual and gives his personal superintendence to the work, the Contractor shall have a competent superintendent satisfactory to the Local Public Agency and the Engineer, on the work at all times during working hours with full authority to act for him. The contractor shall also provide an adequate staff for the proper coordination and expediting of his work.

The City of Scranton will furnish to the Contractor, such general survey lines and measurements that will enable the Contractor to proceed with the work. The Contractor, at his expense, shall provide such additional stakes, markers, and elevations necessary for the control and guidance of his construction operations, and shall be responsible for maintaining points and lines given. The Contractor shall also lay out his own work and he shall be responsible for all work executed by him under the Contract. He shall verify all figures and elevations before proceeding with the work and will be held responsible for any error resulting from his failure to do so.

SUBCONTRACTS

The Contractor shall not execute an agreement with any sub-contractor or permit any sub-contractor to perform any work included in this contract until he has submitted a non-collusive affidavit from the sub-contractor in substantially the form attached and has reached written approval of such sub-contractor from the Local Public Agency.

No proposed sub-contractor shall be disapproved by the Local Public Agency except for cause.

The Contractor shall be fully responsible to the Local Public Agency for the acts and omissions of his sub-contractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

The Contractor shall cause appropriate provision to be inserted in all sub-contracts relative to the work to require compliance by each sub-contractor with the applicable provisions of this Contract for the Improvements embraced in the Site improvements.

Nothing contained in this contract shall create any contractual relationship between any sub-contractor and the Local Public Agency.

OTHER CONTRACTS

The Local Public Agency may award, or may have awarded, other Contracts for additional work, and Contractor shall cooperate fully with such other Contractors, by scheduling his own work with that to be performed under other contracts, as may be directed by the Local Public Agency.

The Contractor shall not commit or permit any at which will interfere with the Performance of work by any other Contractor as scheduled.

FITTING AND COORDINATION OF WORK

The Contractor shall be responsible for the proper fitting of all the work and for the coordination of the operations of all trades, sub-contractors, or material men engaged upon this contract. He shall be prepared to guarantee to each of his sub-contractors the locations and measurements which they require for the fitting of their work to all surrounding work.

MUTUAL RESPONSIBILITY OF CONTRACTORS

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

PROGRESS SCHEDULE

The Contractor shall submit for approval immediately after execution of the Agreement, a carefully prepared Progress Schedule, showing the proposed dates of starting and completing each of the various sections of the work, the anticipated monthly payments to become due the Contractor, and the accumulated percent of progress each month.

PAYMENTS TO CONTRACTORS

Partial Payments:

The Contractor shall prepare his requisition for partial payment as of the last day of the month and submit it, with the required number of copies, to the Engineer for his approval. The amount of the payment due the Contractor shall be determined by adding to the total value of work completed to date, the value of materials properly stored on the site and deducting (1) ten percent (10%) of the total amount, to be retained until final payment and (2) the amount of all previous payments. The total value of work completed to date shall be based on the estimated quantities of work completed, and on the unit, prices contained in the agreement. The value of materials properly stored on the site shall be based upon the estimated quantities of such materials and the invoice price. Copies of all invoices shall be available for inspection by the Engineer and the Local Public Agency.

Monthly or partial payments made .by the Local Public Agency to the Contractor are moneys advanced for the purpose of assisting the Contractor to expedite the work of construction. All materials and completed work covered by such monthly or partial payments shall remain the property of the

Contractor and he shall be responsible for care and protection of all material and work upon which payment have been made.

- (c) Such payments shall not constitute a waiver of the right of the Local Public Agency to require the fulfillment of all terms of the Contract and the delivery of all improvements embraced in this Contract complete and satisfactory to the Local Public Agency in all details.

Final Payment

After final inspection and acceptance by the Local Public Agency of all work under the Contract, the Contractor shall prepare his requisition for final payment which shall be based upon the carefully measured or computed quantity of each item of work at the applicable unit prices stipulated in the Agreement. The total amount of the final payment due the Contractor under this contract shall be the amount computed as described above less all- previous payments. Final payment to the Contractor shall be made subject. to his furnishing the Local Public Agency with a release in satisfactory form of all claims against the Local Public Agency arising under and by virtue of his contract, other than such claims, if any, as _ may be specifically excepted by the Contractor from the operation of the release as provided under the section entitled DISPUTES under GENERAL CONDITIONS PART 1.

The Local Public Agency before paying the final estimate, may require the

Contractor to furnish release of receipts from all Sub-Contractors having performed any work and all persons having supplied materials, equipment (installed on the project) and services to the Contractor, if the Local Public Agency deems the same necessary in order to protect its interest. The Local Public Agency, however, may deem such action advisable make payment in part in full to the Contractor without requiring the furnishing of such release of receipts and any payments so shall in no way impair the obligations of any surety or sureties furnished under this Contract.

Withholding of any amount due the Local Public Agency under the section entitled "Liquidated Damages" under SPECIAL CONDITIONS shall be deducted from the final payment due the Contractor.

Withholding Payments. The Local Public Agency may withhold any payment otherwise due the Contractor so much as may be necessary to protect the Local Public Agency and if it so elects may also withhold any amounts due from the Contractor to any Sub-contractors or material dealers, for work performed or material furnished to them. The foregoing provisions shall be construed solely for the benefit of the Local Public Agency and will not require the Local Public Agency to determine or adjust any claims or disputes between the Contractor and the Sub-contractors or materials dealers, or to withhold any moneys for their protection unless the Local Public Agency elects to do so. The failure or refusal of the Local Public Agency to withhold any moneys from the Contractor shall in no way impair the obligations of any surety or sureties under any bond or bonds furnished under this Contract.

Payments Subject to Submission of Certificates

Each payment to the Contractor by the Local Public Agency shall be subject to submission by the Contractor of all written certification required of him and his sub-contractors by the section entitled CONTRACTOR'S CERTIFICATE UNDER GENERAL CONDITIONS.

CHANGES IN THE WORK

The Local Public Agency may make changes in the scope of the work required to be performed by the Contractor under the contract or making additions thereto, or by omitting work there from, without invalidating the Contract, and without relieving or releasing the Contractor from any of his obligations under the Contract or any guarantee given by him pursuant to the Contract provisions, and without affecting the validity of the guaranty bonds, and without relieving or releasing the surety or sureties of said bonds. All such work shall be executed under the terms of the original Contract unless it is expressly provided otherwise.

CLAIMS FOR EXTRA COST

Except for the purpose of affording protection against any emergency endangering life or property, the Contractor shall make no change in the materials used or in the specified manner of construction and/or installing the improvements or supply additional labor services or materials beyond that actually required for the execution of the Contract, unless insurance of a written order from the Local Public Agency authorizing the change. No claim for an adjustment of the Contract Price will be valid unless so ordered.

If applicable unit prices are contained in the Agreement (established as a result of either a unit price bid or a Supplemental Schedule of Unit Prices) the Local Public Agency may order the Contractor to proceed with desired changes in the work, the value of such changes to be determined by the measured quantities involved and the applicable unit prices specified in the Contract: provided that in case of a unit price contract the new value of all changes does not increase or decrease the original total amount shown in the Agreement by more than twenty-five percent (25%) in accordance with the section entitled UNIT PRICES under INSTRUCTION TO BIDDERS.

If applicable unit prices are not contained in the agreement or if the total net changes increase or decrease the total Contract Price more than twenty-five percent (25%) the Local Public Agency shall before ordering the Contractor to proceed with desired changes, request an itemized proposal from him covering the work involved in the change after which the procedure shall be as follows:

- A. If the proposal is acceptable the Local Public Agency will prepare the change order in accordance therewith for acceptance by Contractor and

- B. If the proposal is not acceptable and prompt agreement between the two parties cannot be reached, the Local Public Agency may order the Contractor to proceed with the work on a cost - plus- limited bases. A cost-plus - limited basis is defined the net cost of the Contractor's labor, materials and insurance plus fifteen percent (15%) of said net cost to cover overhead and profit, the total cost not to exceed a specified limit.

Each change order shall include in its final form:

1. A detailed description of the change in work,
2. The Contractors proposal (if any) or a confirmed copy thereof,
3. A definite statement as to the resulting change in the Contract price and/or time, and
4. The statement that all work involved in the change shall be performed in accordance with Contract requirements except as modified by the change order.

If the Contractor claims that any instructions by drawings or otherwise involve extra cost or extension of time, he shall within ten days after the receipt of such time, he shall within ten days after the receipt of such instructions, and in any event before proceeding to execute the work submit his protest hereto in writing to the Local Public Agency stating clearly and in detail the basis of his objections. No such claim will be considered unless so made.

Claims for additional compensation for extra work, due to alleged errors in ground elevations, contour lines, or benchmarks, will not be recognized unless accompanied by certified survey data, made prior to the time the original ground was disturbed, clearly showing that errors exist which resulted, or would result, in handling more material, or performing more work, than would be reasonably estimated from the Drawings and maps issued.

Any discrepancies which may be discovered between actual conditions and those represented by the drawings and maps shall at once be reported to the Local Public Agency and work shall not proceed, except at the Contractor's risk until written instructions have been received by him from the Local Public Agency.

If, on the basis of the available evidence, the Local Public Agency determines that an adjustment of the Contract Price and/or time is justifiable, the procedure shall than be as provided for in Section- CHANGES IN WORK under GENERAL CONDITIONS, PART I.

TERMINATION: DELAYS: AND LIQUIDATED DAMAGES

Termination of Contract-If the Contractor refuses or fails to prosecute the work with such diligence as will ensure its completion within the time specified in as will ensure its completion within the time specified in these Contract Documents or as modified as provided in these Contract Documents, the Local Public Agency

by written notice to the Contractor, may terminate the Contractor's right to proceed with the work. Upon such termination the Local Public Agency may take over the work and prosecute the same to completion, by contract or otherwise, and the Contractor and his sureties shall be liable to the Local Public Agency for any additional cost-incurred by the Local Public Agency in its completion of the work and they shall also be liable to the Local Public Agency for liquidated damages for any delay in the completion of the work as provided below. If the Contractor's right to proceed is terminated, the Local Public Agency may take possession of and utilize in completing the work such materials, tools, equipment, and plant as may be on the site of the work and necessary, therefore.

Liquidated Damages for Delays - If the work is not completed within the time stipulated in Section - TIME FOR COMPLETION under SPECIAL CONDITIONS, including any extensions of time for excusable delays as herein provided, the Contractor shall pay to the Local Public Agency as fixed, agreed, and liquidated damages (it being impossible to determine the actual damages occasioned by the delay) for each calendar day of delay, until the work is completed, the amount as set forth in Section - LIQUIDATED DAMAGES under SPECIAL CONDITIONS and the Contractor and his sureties shall be liable to the Local Public Agency for the amount thereof.

Excusable Delays - The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due:

1. To any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools or labor by reason of War, National Defense, or any other national emergency.
2. To any acts of the Department.
3. To causes not reasonably foreseeable by the parties to this contract at the time of the execution of the contract which are beyond the control and without the fault or negligence of the Contractor including, but not restricted to acts of God or of the public enemy, acts of another Contractor in the performance of some other contract with the Local Public Agency, fires, floods, epidemics, quarantine, or restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones, and other extreme weather conditions.
4. To any delay of any sub-contractor occasioned by any of the causes specified in subparagraphs (1), (2), and (3) of this paragraph (c).

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

DISPUTES

All disputes arising under this Contract or its interpretation, except those disputes or claims covered by the

FEDERAL LABOR-STANDARDS PROVISION under GENERAL CONDITIONS, Part II, whether involving law or fact or both, or extra work, and all claims for alleged breach of Contract shall within ten (10) days of commencement of the dispute, be presented by the Contractor to the Local Public Agency for decision. All papers pertaining to claims shall be filed in quadruplicate. Such notice need not detail the claim but shall state the facts surrounding the claim in sufficient detail to identify the claim, together with its character and scope. In the meantime, the Contractor

shall proceed with the work as distressed. Any claim not presented within the time limit specified within the paragraph, shall be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within ten (10) days of its commencement the claim will be considered only for a period commencing ten (10) days prior to the receipt of the Local Public Agency to notice thereof.

The Contractor shall submit in detail his claim and his proof thereof. Each decision by the governing body of the Local Public Agency will be in writing and will be mailed to the Contractor by registered mail, return receipt requested.

If the Contractor does not agree with any decision of the local Public Agency, he shall in no case allow the dispute to delay the work but shall notify the local Public Agency promptly that he is proceeding with the work under protest and he may then except the matter question from the final release.

TECHNICAL SPECIFICATIONS AND DRAWINGS

Anything mentioned in the Technical Specifications and not shown in the Drawings or shown on the Drawings and not mentioned in the Technical Specifications, shall be of like effect as if shown on or mentioned in both. In case of difference between Drawings and Technical Specifications, the Technical Specifications shall govern. In case of any discrepancy, in Drawings or Technical Specifications, the matter shall be immediately submitted to the Local Public Agency. Local Public Agency promptly that he is proceeding with the work under protest, and he may then except the matter in questions from the final release.

SHOPDRAWINGS

All required shop drawings, machinery details, layout drawings, etc., shall be submitted to the Engineer in three (3) copies for approval sufficiently in advance of requirements to afford ample time for checking, including time for correcting, resubmitting and rechecking if necessary. The Contractor may proceed only at his own risk, with manufacture or installation of any equipment or work covered by said shop drawings, etc., until they are approved and no claim, by the Contractor for extension of the Contract time will be granted by reason of his failure in this respect.

Any drawings submitted without the Contractor's stamp of approval will not be considered and will be

returned to him for proper resubmission. If any drawing show variations from the requirements of the Contract because of standard shop practice or other reason, the Contractor shall make specific mention of such variation in his letter of transmittal in order that, if acceptable, suitable action may be taken for proper adjustment of contract price and/or time, otherwise the Contractor will not be relieved of the responsibility for executing the work in accordance with the Contract even though the drawings have been approved.

If a shop drawing is in accord with the Contract or involves only a minor adjustment in the interest of time, the Engineer may approve the drawing. The approval shall be general, shall not relieve the Contractor from his responsibility for adherence to the Contract for any error in the drawing and shall contain substance the following:

REQUESTS FOR SUPPLEMENTARY INFORMATION

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

MATERIALS AND WORKMANSHIP

Unless otherwise specifically provided for in the Technical Specifications all workmanship, equipment, materials and articles incorporated in the work shall be new and the best grade of the respective kinds for the purpose. Where equipment, materials, articles or workmanship are referred to in the Technical Specifications an "equal to" any particular standard, the Engineer shall decide the questions of equality.

The Contractor shall furnish to the Bureau for approval, the manufacturer's detailed specifications for all machinery mechanical and other special equipment, which he contemplates installing together with full information as to type, performance characteristics, and all other pertinent information as required and shall likewise submit for approval as required, full information concerning all other materials or articles which he proposes to incorporate in the work. (See Section SAMPLES, CERTIFICATES AND TESTS under GENERAL CONDITIONS, PART I).

Machinery, mechanical and other equipment, materials or articles installed or used without such prior approval shall be at the risk of subsequent rejection. Submit for approval as required, full information

covering all other materials or articles, which he proposes to incorporate in work. (See section SAMPLES, CERTIFICATES AND TESTS under GENERAL CONDITIONS, PART I).

Materials specified by reference to the number or symbol of a specific standard, such as an A.S.T.M. Standard, a Federal Specification or other similar standard, shall comply with requirements in the latest revision thereof and amendment or supplement thereto in effect on date of the invitation for Bids, except as limited to type, class or grade, or modified in such reference. The standards, referred to, except as modified in the Technical Specifications shall have full force and effect as though printed therein.

The Local Public Agency may require the Contractor to dismiss from the work such employee or employees as they or the Engineer may deem incompetent, or careless or insubordinate.

SAMPLES, CERTIFICATES AND TESTS

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

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

Approval of any materials shall be general only and shall not constitute a waiver of the Local Public Agency's right to demand full compliance with Contract requirements. After actual deliveries, the Engineer will have such check tests made as he deems necessary in each instance and may reject materials and equipment and accessories for cause, even though such materials and articles have been given general approval. If materials, equipment or accessories, which fail to meet check tests, have been incorporated in the work, the Engineer will have the right to cause their removal and replacement by proper materials or to demand and secure such preparation by the Contractor as is equitable.

Except as otherwise specifically stated in the Contract, the costs of sampling and testing will be divided as follows:

1. The Contractor shall furnish without extra cost, including packing, delivery and testing charges all samples taken on the project by the Engineer.
2. The Contractor shall assume all costs of retesting materials, which fail to meet contract requirements.

3. The Contractor shall assume all costs of testing materials offered in substitution for those found deficient.

PERMITS AND CODES

The Contractor shall secure all permits required to construct this project prior to commencing work.

The Contractor shall give all notices required by and comply with all applicable laws, ordinances, and codes of local government. All Construction work and/or utility including all written waivers. Before installing any new work, the Contractor shall examine the drawings and technical specifications for compliance with such applicable ordinance or codes, the Local Public Agency will adjust the Contract by Change Order to conform to such ordinances or codes (unless waivers in writing covering the difference have been granted by the governing body or department) and make appropriate adjustment in the Contract Price or stipulated unit prices.

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

The Contractor shall at his own expense, secure and pay to the appropriate department of the City of Scranton, the fees or charges for all permits for street pavements, sidewalks, sheds, removal of abandoned water taps, sealing of house connection drains, pavement cuts, building, electrical, plumbing, water, gas, and sewer permits required by the local regulatory body or any of its agencies.

The Contractor shall comply with applicable local laws and ordinance governing the disposal of surplus excavation, materials, debris and rubbish on or off the Project Area and commit no trespass on any public or private property in any operations due to or connected with improvements embraced in this Contract.

CARE OF WORK

The Contractor shall be responsible for all damages to persons or property that occur as a result of his fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance. Whether or not the same has been covered in whole or in part by payments made by the Local Public Agency.

The Contractor shall provide sufficient competent watchmen, both day and night, including Saturday, Sunday and holidays, from the time the work is commenced until final completion and acceptance, as required, in an emergency affecting the safety of life or property, including adjoining property, the Contractor, without

special instructions or authorization from the Local Public Agency, is authorized to act at his discretion to prevent such threatened loss or injury, and he shall so act. He shall likewise act if instructed to do so by the Local Public Agency. Any compensation claimed by the Contractor on account of such emergency will be determined by the Local Public Agency provided in the Section - CHANGES IN THE WORK UNDER GENERAL CONDITIONS PART I.

The Contractor shall shore up, brace, underpin, secure and protect as may be necessary, all foundations, and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be in anyway affected by the excavations or other operations connected with the construction of the Improvements embraced in this Contract. The Contractor shall be responsible for the giving of any and all required notices to any adjoining or adjacent property owner or other party before the commencement of any work. The Contractor shall indemnify and save harmless the Local Public Agency from any damages on account of settlements or the loss of lateral support of adjoining property and from all loss or expense and all damages for which the Local Public Agency may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

ACCIDENT PREVENTION

The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property either on or off the site, which occurs as a result of his prosecution of the work. The safety provisions of applicable laws and building and construction codes shall be observed, and the Contractor shall take or cause to be taken such additional safety and health measures as necessary. Machinery, equipment and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America Inc., to the extent that such provisions are not in conflict with applicable local laws.

The Contractor shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the contract. The Contractor shall promptly furnish the Local Public Agency with reports concerning these matters.

The Contractor shall indemnify and save harmless the Local Public Agency from any claims for damages resulting from personal injury and/or death suffered or alleged to have suffered by any person as a result of any work conducted under this Contract.

SANITARY FACILITIES

The Contractor shall furnish, install and maintain ample sanitary facilities for the workmen. As the needs arise, a sufficient number of enclosed temporary toilets shall be conveniently placed as required by the

sanitary codes of the State and local Government. Drinking water shall be provided from an approved source, so piped or transported as to keep it safe and fresh and served from single service containers or satisfactory type of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing and governing health regulations.

USE OF PREMISES

The Contractor shall confine his equipment, storage or materials, and Construction operations to the Contract Limits as shown on the drawings and as prescribed by ordinances or permits, or as may be directed by the Local Public Agency and shall not unreasonably encumber the site or public rights- of-way with his materials and construction equipment.

The Contractor shall comply with all reasonable instructions of the Local Public Agency and the ordinances and codes of the local Government regarding signs, advertising, traffic, fires, explosives, danger signals and barricades.

REMOVAL OF DEBRIS, CLEANING, ETC.

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

Inspections

All materials and workmanship shall be subject to inspection, examination, or test by the Local Public Agency and the Engineer, at any and all places where such construction is carried on. The Local Public Agency shall have the right to reject defective material and workmanship or require the correction. Unacceptable workmanship shall be satisfactorily corrected. Rejected materials shall be promptly segregated and removed from the Project Area and replaced with material of specified quality without the charge thereof. If the Contractor fails to proceed at once with the correction of rejected workmanship or defective material, the Local Public Agency maybe contract or otherwise have the defect remedied. The rejected materials shall be removed from the Project Area and charge the cost of the same against any money which may be due to the Contractor, without prejudice to any other rights or remedies of the Local Public Agency.

The Contractor shall furnish promptly all materials reasonably necessary for any tests which may be required (See Section SAMPLES, CERTIFICATES, AND TESTS under the GENERAL CONDITIONS, PART I). All tests by the Local Public Agency will be performed in such manner as not to delay the work unnecessarily and shall be made as described in the Technical Specifications.

The Contractor shall notify the Local Public Agency sufficiently in advance of backfilling or concealing any facilities to permit proper inspection. If any facilities are concealed without approval or consent of the Local Public Agency, the Contractor shall uncover for inspection and recover such facilities all at his own expense when so requested by the Local Public Agency.

Should it be considered necessary or advisable by the Local Public Agency at any time before final acceptance of the entire work to make an examination of work already completed, by uncovering the same, the Contractor shall on request promptly furnish all necessary facilities, labor and materials. If such work is found to be defective in any important or essential respect, due to fault of the Contractor or his Sub-contractors he shall defray all the expenses of such examination and of satisfactory reconstruction.

If however, such work is found to meet the requirements of the Contract, the actual cost of labor and material necessarily involved in the examination and replacement plus 15 percent of such costs to cover superintendent's general expenses and profit, shall be allowed the Contractor and he shall, in addition if completion of the work of the entire Contract has been delayed thereby, be granted a suitable extension of time on account of the additional work involved.

Inspection of materials and appurtenances to be incorporated in the Improvements embraced in this Contract may be made at the place of production, manufacture or shipment, whenever the quantity justifies it, and such inspection and acceptance, unless otherwise stated in the Technical Specifications, shall be final, except as regards (1) latent defects, (2) departures from specific requirements of the Contract, (3) damage or loss in transit, or (4) fraud of such gross mistakes as amount to fraud. Subject to the requirements contained in the preceding sentence, the inspection of materials as a whole or in part will be made at the Project site.

Neither inspection, testing approval nor acceptance of the work in whole or in part, by the Local Public Agency or its agents shall relieve the Contractor or his sureties of full responsibility for materials furnished, or work performed not in strict accordance with the Contract.

REVIEW BY LOCAL PUBLIC AGENCY

The Local Public Agency, its authorized representatives and agents, and the HHFA Representative for the Administrator (As defined un GENERAL CONDITIONS, PART II) shall, at all times, have access to and be permitted to observe and review all work, materials, equipment, payrolls, personal records, employment conditions, material invoices, and other relevant data and records pertaining to the Contract provided, however, that all instructions and approvals with respect to the work will be given to the Contractor only by the Local Public Agency through its authorized representatives or agents.

FINAL INSPECTION

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

DEDUCTION FOR UN-CORRECTED WORK

If the Local Public Agency deems it not expedient to require the Contractor to correct work not done in accordance with the Contract Documents, an equitable deduction from the Contract Price will be made by agreement between the Contractor and the Local Public Agency and subject to settlement, in case of dispute, as herein provided.

INSURANCE

The Contractor shall carry or require that there be carried Workman's Compensation Insurance for all his employees and those of his sub- contractors engaged in work at the site, in accordance with State Workman's Compensation laws.

Before commencing work, the Contractor shall submit evidence of the coverage required above to the Local Public Agency for review and approval. The policies shall be scheduled on approved from to be supplied by the Local Public Agency. The Local Public Agency will, in writing, identify the policies and indicate its approval or disapproval. New policies from other companies shall be provided in place of those disapproved. Such insurance shall be carried with financially responsible insurance companies, licensed in the State and approved by the Local public Agency and shall be kept in force until the Contractor's work is accepted by the Local Public Agency. Contracts of insurance (covering all operations under this Contract), which expire before the contractor's work is accepted by the Local Public Agency, shall be renewed and evidence submitted to the local Public Agency shall be renewed and evidence submitted to the Local Public Agency for its approval.

PATENT

The Contractor shall hold and save the Local Public Agency, its officer and employees harmless from liability

of any nature or kind, including costs and expenses, for or on account of, any patented or non- patented invention, process, article, or appliance manufactured or used in the performance of the Contract, including in its use by the Local Public Agency unless otherwise specifically stipulated in the Technical Specifications.

WARRANTY OF TITLE

The seller or supplier shall purchase subject to any chattel mortgage or under a conditional sale or other agreement by which an interest there in or in any part thereof is retained no material, supplies, or equipment for the work. The Contractor shall warrant good title to all materials, supplies and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same together with all improvements and appurtenances constructed or placed thereon by him to the Local Public Agency free from any firm or corporation furnishing any material or labor for any work covered by this Contract shall have any right to a lien upon any improvement or appurtenance thereon. Nothing contained in this paragraph, however, shall defeat or impair the right of persons: furnishing materials or labor to recover under any bond given by the Contractor for their protection or any rights under any law permitting such persons to look to funds due then Contractor in the hands of the Local Public Agency. The provisions of this paragraph shall be inserted in all sub-contracts and material contracts and notice of its provisions shall be given to persons furnishing materials for the work when no formal contract is entered into for such materials.

GENERAL GUARANTY

Neither the final certificate of payment nor any provision in the Contract, no partial, or entire use of the Improvements embraced in this Contract by the Local Public Agency, or the public shall constitute an

acceptance of work not done in accordance with the Contract or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The contractor shall promptly remedy and defects in the work and pay for any damage to other work resulting there from which shall appear within a **period of 24 months** from the date of final acceptance of the work. The Local Public Agency will give notice of defective materials and work with reasonable promptness.

RESPONSIBILITY FOR DAMAGE CLAIM

The Contractor shall indemnify and hold harmless to the Engineer and the Owner and their officers, and employees from all suits, actions, or claims of any character brought because of any injuries or damage received or sustained by any person, or property on account of the operations of the Contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of said

Contractor; or because of any claims or amounts arising or recovered under the "Workmen's Compensation Act" or any other law, ordinance, order, or decree. Money due the Contractor under and by virtue of this contract as may be considered necessary by the Owner for such purpose may be retained for the sue of the owner or in case no money is due, his surety may be held until such suit or suits, action or actions, claim or claims for suitable evidence to that effect furnished to the Owner, except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that he is adequately protected by public liability and property damage insurance.

GENERAL CONDITIONS PART II FEDERAL LABOR STANDARD PROVISIONS

The project to which the work covered by this Contract contains the following Federal Labor Standards Provisions are included into this Contract pursuant to the provisions applicable to such Federal assistance.

DEFINED TERMS

Except where the context clearly indicates otherwise, the following terms as used in these Federal Labor Standards Provisions, shall have the meanings ascribed to them in this Section, the term "Administrator" means Secretary of Housing and Urban Development or other person who may be at the time acting in the capacity or authorized representatives thereof, or any other person designated by such Administrator to perform his functions. The term "Sub-contractor" means any sub-contractor whose sub-contract covers any of the work covered by this Contract. The term "sub-contract" which calls for the performance of any of the work covered by this Contract.

MINIMUM SALARY RATES FOR ARCHITECTS, TECHNICAL ENGINEERS, DRAFTSMEN AND TECHNICIANS

All architects, technical engineers, draftsmen and technicians (herein called "technical employees") employed upon the work covered by this contract shall be paid unconditionally and not less often than once each month, and without subsequent deduction or rebate on any account (except such payroll deductions are made mandatory by law and such other payroll deductions as are permitted by the applicable regulations issued by the Secretary of Labor, United States Department of Labor, pursuant to the Anti-Kickback Act hereinafter identified), the full amounts due at the time of payment computed at salary rates not less than those set forth in the attached Exhibit "A" below, regardless of any contractual relationship which may be alleged to exist between the Contractor or any sub-contractor and such technical employees. (See exhibit "A").

MINIMUM WAGE RATES FOR LABORERS AND MECHANICS

All laborers and mechanics employed upon the work covered by this Contract shall be paid unconditionally and not less often than once each week, and without subsequent deduction or rebate on any account

(except such payroll deductions as are permitted by the applicable regulations issued by the Secretary of Labor, United States Department of Labor, pursuant to the Anti-Kickback Act, hereinafter identified), the full amount due at time of payment computed at wage rates not less than those contained in the wage determination decision of said Secretary of Labor which is set forth below and made apart hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor or any sub-contractor and such laborers and mechanics. All laborers and mechanics employed upon such work shall be paid in cash, except that payment may be by check if the employer provides or secures satisfactory facilities approved by the Local Public Agency, for the cashing of the same without cost or expense to the employee. For the purpose of this clause, contributions made, or costs reasonably anticipated under Section I (b), (2) of the Davis Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section 5.5 (a), (I) (IV) of Title 29, Code of Federal Regulations.

Also, for the purpose of this clause, regular contributions made, or costs incurred for more than weekly periods under plans, funds or programs, but covering the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

UNDERPAYMENTS OF WAGES AND SALARIES

In case of underpayment of wages or salaries by the Contractor or by any sub-contractor to laborers, mechanics or technical employees employed by the Contractor or sub-contractor upon the work covered by this Contract, the Local Public Agency in addition such other rights as may be afforded it under this Contract may withhold from the Contractor, out of any payments due the Contractor, so much thereof as the Local Public Agency may consider necessary to pay such laborers, mechanics, or technical employees the full amount of wages or salaries required by this Contract. The amount so withheld shall be disbursed by the Local Public Agency, for and on account of the Contractor or the sub-contractor (as may be appropriate) to the respective laborers, mechanics or technical employees to whom the same is due or on their behalf to plans, funds, or programs for any type of fringe benefit prescribed in the applicable wage determination.

FRINGE BENEFITS AS PART OF WAGES

The Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section I (b), 2 (b) of the Davis -Bacon Act, or any bona fide fringe benefits not expressly listed in Section I (b), (2) of the Davis- Bacon Act or otherwise not listed in the wage determination decision of the Secretary of Labor which is included in this Contract, when the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards for the Davis-Bacon Act have been met. When practicable, the Contractor should request the Secretary of Labor to make such findings before the making of the Contract. In the case of unfounded plans and programs, the Secretary of Labor may require the Contractor to set aside in a

separate account asset for the meeting of obligations under the plan or program. A copy of any findings made by the Secretary of Labor in respect to fringe benefit being provided by the Contractor must be submitted to the Local Public Agency with the first payroll filed by the Contractor subsequent to receipt of the findings.

CONTRACT WORK HOURS STANDARDS ACT- OVERTIME COMPENSATION

Overtime requirements - No Contractor or sub-contractor contracting for any part of the Contract work, which may require or involve the employment of laborers or mechanics, including watchmen and guards, shall require or permit any laborer or mechanic in any work week in which he is employed on such work, to work in excess of eight hours in any calendar day or in exceeds of forty hours in any workweek unless such laborer or mechanic receives compensation at a rate of not less than one and one-half times his basic rate of pay for all hours worked in excess of eight hours in any such calendar day or in excess of forty hours in such work week, as the case maybe.

Violations: Liability for unpaid wages Liquidated damages - In the event of any violations of the clause set forth in paragraph (a), the Contractor and any sub- contractor responsible therefore shall be liable to any affected employee for his unpaid wages. In addition, such Contractor and sub-contractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the clause set forth in paragraph (a), in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of eight hours or in excess of the standard work week of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a).

Withholding for liquidated damages -The Local Public Agency, may withhold or cause to be withheld from any moneys payable on account of work performed by the Contractor or Sub-contractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such Contractor or Sub-contractor for liquidated damages as provided in the clause set forth in paragraph (b).

(a) Subcontracts - The Contractor shall insert in any sub-contracts the clauses set forth in paragraphs (a), (b), (c), of this section also a clause requiring the Sub-contractors to include these clauses in any lower tier sub-contracts which they may enter into, together with a clause requiring this insertion in any further sub-contracts that may in turn be made.

EMPLOYMENT OF APPRENTICES

Apprentices (to Mechanics) will be permitted to perform work covered by this contract only under a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the Federal Bureau of Apprenticeship and Training, U.S. Department of Labor, or if no such recognized Agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, U.S. Department of Labor. The allowable ratio of apprentices to journeymen in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, which is not registered above, shall be paid the wage rate, determined by the Secretary of Labor, U.S. Department of Labor, for the classification of work he actually performed. The Contractor or Sub-contractor will be required to furnish written evidence of the registration of his program and apprentices, as well as of the appropriate ratios and wage rates for the area of construction, prior to using any apprentices on the contract work.

CONTRACTOR'S CERTIFICATES

Before each payment by the Local Public Agency to the Contractor under this Contract, the Contractor shall furnish the Bureau with his certificate in duplicate, substantially to the effect that the Contractor and each Sub-contractor has complied with the wage and other Labor- Standards provisions of this Contract which pertain to laborers and mechanics employed upon the work covered by this contract, or that there is an honest dispute with respect such provisions, the form of the certificate to be used will be furnished by the Local Public Agency.

EQUAL EMPLOYMENT OPPORTUNITY

Note: If the work pertains to a project under a Contract for a Loan and Grant executed prior to July 22, 1963, and not amended on or after that date, Section 210 shall consist of a language shown below under alternate language (1), beginning with "During the performance of this Contract."

If the work pertains to a project under a Contract for Loan and Grant executed or amended on or after July 22, 1963, Section 210 shall consist of the language shown under either (1) or (2), as appropriate to the amount of the proposed contract, beginning with "During the performance of this of this Contract." If, at the time the initial contract documents are prepared, no determination can be made as to whether the proposed contract will exceed \$10,000 (before deducting any salvage credit), include both sets of language, together with the prefatory statements (1) and (2).

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

The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants

are employed and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Local Public Agency setting forth the provisions of this non-discrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The Contractor will cause the foregoing provisions to be inserted in all sub-contracts for any work covered by this contract so that such provisions will be binding upon each Sub-contractor, provided that the foregoing provisions shall not apply to contracts or sub- contracts for standard commercial supplied or raw materials.

If the contract amount exceeds \$10,000, the following conditions shall apply:

The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Local Public Agency setting forth the provisions of this non-discrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and by rules and regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department of Housing and Urban Development and the Secretary of

Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules and regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department of Housing and Urban Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

EMPLOYMENT OF CERTAIN PERSONS PROHIBITED

No person, who at the time is serving a sentence in a penal or correctional institution, shall be employed on the work covered by the Contract.

REGULATIONS PURSUANT TO SO-CALLED "ANTI-KICKBACK"

The Contractor shall comply with applicable regulations (a copy of which is attached and herein incorporated by reference) of the Secretary of Labor, U.S. Department of Labor, made pursuant to the so-called "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 862, title 18 U.S.C., Section 874, and title 40 U.S.C., Section 276c), and any amendments or modifications thereof, shall cause appropriate provisions to be inserted in subcontracts to insure compliance therewith by all Sub-contractors subject thereto, and shall be responsible for the submission of affidavits required of sub-contractors hereunder, except as said Secretary

of Labor may specifically provide for reasonable limitations, variations, tolerances, and exemptions from the requirements thereof.

EMPLOYMENT OF LABORERS OR MEHCANICS NOT LISTED IN AFORSAID WAGE DETERMINATION DECISION

Any class of laborers or mechanics which is not listed on the wage determination, and which is to be employed under the Contract will be classified or reclassified conformable to the wage determination by the Local Public Agency and a report of the action taken shall be submitted by the Local Public Agency through the administrator, to the Secretary of Labor, U.S. Department of Labor. In the event the interested parties cannot agree on the proper classification or reclassification of a particular class of laborers and mechanics to be used, the question accompanied by the recommendation of the Local Public Agency shall be referred through the Administrator, to the Secretary for final determination.

FRINGE BENEFITS NOT EXPRESSED AS HOURLY WAGE RATES

The Local Public Agency will require, whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly wage rate and the Contractor is obligated to pay a cash equivalent of such a fringe benefit, an hourly cash equivalent thereof to be established. In the event the interested parties cannot agree upon a cash equivalent of the fringe benefit, the question accompanied by the recommendation of the Local Public Agency, shall be referred, through the Administrator, to the Secretary of Labor for determination.

POSTING WAGE DETERMINATION DECISION AND AUTHORIZED WAGE DEDUCTIONS

The applicable age poster of the Secretary of Labor, U.S. Department (Form SOL-155), and the applicable wage determination decisions of said Secretary of Labor with respect to the various classifications of laborers and mechanics employed and to be employed upon the work covered by this Contract, and a statement showing all deductions, if any, in accordance with the provisions of this Contract, to be made from wages actually earned by persons so employed in such classifications shall be posted at appropriate conspicuous points at the site of work.

COMPLAINTS. ETC., BY EMPLOYEES

No laborer, mechanic or technical employee to whom the wage, salary or other labor- standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any Sub-contractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding under or relating to the labor standards applicable under this Contract to his employer.

CLAIMS AND DISPUTES PERTAINING TO SALARY RATES FOR TEHCNICAL EMPLOYEES

Claims and disputes pertaining to salary rates or to classifications of technical employees employed upon the work covered by this Contract shall be promptly reported in writing by the Contractor to the Local Public Agency for the latter's decision which shall be final with respect thereto. •

CLAIMS AND DISPUTES PERTAINING TO WAGE RATES FOR LABORERS AND MECHANICS

Claims and disputes pertaining to wage rates or to classifications of laborers and mechanics employed upon the work covered by this Contract shall be promptly reported by the Contractor in writing to the Local Public Agency for referral by the latter through the Administrator to the Secretary of Labor, United States Department of Labor, whose decision shall be final with respect thereto.

QUESTIONS CONCERNING CERTAIN FEDERAL STATUES AND REGULATIONS

All questions arising under this Contract which relate to the application or interpretation of (a) the aforesaid Anti-Kickback Act, (b) the Contract Work Hours Standards Act, (c) the regulations issued by the Secretary of Labor, United States Department of Labor, pursuant to said Acts, (d) the aforesaid Davis Bacon Act, or (e) the labor standard provisions of Title I of the housing Act of 1949, as amended shall be referred through the Local Public Agency and the Administrator, to the Secretary of Labor, U.S. Department of Labor, for said Secretary's appropriate ruling or interpretation which shall be authoritative and may be relied upon for the purposes of this Contract.

PAYROLLS AND BASIC PAYROLL RECORDS OF THE CONTRACTOR AND SUB-CONTRACTORS

The Contractor and each Sub-contractor shall prepare his payrolls on forms satisfactory to and in accordance with instructions to be furnished by the Local Public Agency.

The Contractor shall submit **Bi-Weekly to the Local Public Agency** two certified copies of all payrolls of the Contractor and of the Sub-Contractors. Each such payroll shall contain the "Weekly Statement of Compliance" set forth in Section 3.3 of Title 29, Code of Federal Regulations. The payrolls and basic payroll records of the Contractor and each Sub-Contractor covering all laborers and mechanics employed upon the work covered by this Contract shall be maintained during the course of the work and preserved for a period of three years thereafter. Such payrolls and basic payroll records shall contain the name and address of each such employee, his correct classification, rate of pay (including rates of contributions or costs anticipated of the types described in Section 1 (b) (2) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. In addition, whenever the Secretary of Labor has found under Section 5.5 (a) (IV) of Title 29 Code of Federal Regulations, that the wages of any laborer or

mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section I (b) (2) (b) of the Davis- Bacon Act, the Contractor or Sub-Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. The Contractor and each sub persons employed by him/her upon the work covered by this Contract available for inspection by the Administrator, and authorized representatives of the Local Public Agency and of the United States Department of Labor. The Administrator and such representatives shall be permitted to interview employees of the Contractor or any Sub-Contractor during working hours on the job.

SPECIFIC COVERAGE OF CERTAIN TYPES OF WORK BY EMPLOYEES

The transporting of materials and supplies to or from the site of the Project to which this Contract pertains by the employees of the Contractor or of any Sub-Contractor and the manufacturing or furnishing of materials, articles, supplies or equipment on the site of the Project to which the Contract pertains by persons employed by the Contractor or by and Sub-Contractor, shall for the purposes of the Contract, and without limiting the generality of the foregoing provisions of this Contract, be deemed to be work to which these Federal Labor Standards Provisions of this Part II of General Conditions are applicable

INELIGIBLE SUB-CONTRACTORS

The Contractor shall not sub-contract any part of the work covered by this Contract or permit sub-contracted work to be further sub-contracted without the Local Public Agency's prior written approval of the Sub-contractor. The Local Public Agency will not approve any Sub- Contractor for work covered by this Contract who is at the time ineligible under the provisions of any applicable regulations issued by the Secretary of Labor, to receive an award of such sub- contract.

INTEREST OF CERTAIN FEDERAL AND OTHER OFFICIALS

No member of or Delegate to the Congress of the United States and no President Commissioner shall be admitted to any share or part of this Contract or to any benefit arising from the same; Provided, that the foregoing provision of this Section shall not be construed to extend to this Contract if made with a corporation for its general benefit.

No member of the governing body of the Local Public Agency who exercises any function or responsibilities in connection with the caring out of the Project to which this Contract pertains, and no other officer or employee of the Local Public Agency who exercises any such functions or responsibilities shall have any

private interest, direct or indirect, in this Contract which is incompatible or in conflict with the discharge of fulfillment of his functions and responsibilities in connection with the carrying out of the project to which this Contract pertains.

PROVISIONS TO BE INCLUDED IN CERTAIN SUB-CONTRACTS

The Contractor shall include or cause to be included in each sub-contract covering any of the work covered by this Contract provisions which are consistent with the Federal Labor- Standards Provisions of this part II of the General Conditions and also a clause requiring the Sub-contractors to include such provisions in any lower tier sub-contracts which they may enter into, together with a clause requiring such insertion in any further sub-contracts that may be in tum made.

BREACH OF FOREGOING FEDERAL LABOR-STANDARDS PRVOISIONS

In addition to the causes for termination of this Contract as herein elsewhere set forth, the Local Public Agency hereby reserves the right to terminate this Contract is the Contractor or any Sub-Contractor whose sub-contract covers any of the work covered by this Contract shall breach any of the Federal Labor- Standards Provisions of this Part II of General Conditions which pertain to laborers or mechanics. A breach of said Federal Labor-Standards Provisions may also be grounds for debarment as provided by the applicable regulations issued by the Secretary of Labor, United States Department of Labor.

PART II OF GENERAL CONDITIONS: SO-CALLED "ANTI-KICKBACK ACT" AND REGULATIONS PROMULGATED PURSUANT THERETO BY THE SECRETARY OF LABOR, UNITED STATES DEPARTMENT OF LABOR TITLE 18, U.S.C, SECTION 874

*Replaces Section 1 of Act of June 13, 1934 (48 Stat, 948, 40 U.S.C Sec 276b) pursuant to the

Act of June 25, 1948, 62 Stat 862) KICKBACK FROM PUBLIC WORK EMPLOYEES

Whoever, by force, intimidation, or threat of procuring dismissal from employment, or by any other manner whatsoever induces any person employed in the construction, prosecution, completion or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States, to give up any part of the compensation to which he/she is entitled under his contract of employment, shall be fined not more and \$5,000 or imprisoned not more than five years or both.

SECTION 2 OF THE ACT OF JUNE13, 1934, AS AMENDED (48 Stat. 948, 62 Stat. 862, 63 Stat. 108, 72 Stat. 967, 40 U.S.C., Sec 276c)

The Secretary of Labor shall make reasonable regulations for Contractors and Sub- contractors engaged in the construction, prosecution, completion or repair of public buildings, public works or buildings or works

financial in whole or part by loans or grants from the United States, including a provision that each Contractor and Sub-contractor shall furnish weekly a statement with respect to the wages paid each employee during the preceding week. Section 1001 of Title 18 (United States Code) shall apply to such statements.

Pursuant to the aforesaid Anti-Kickback Act, the Secretary of Labor, United States Department of Labor, has promulgated the regulations hereinafter set forth, which regulations are found in title 29; Subtitle A, Code of Federal Regulations, Part 3. The term "This part", as used in the regulations hereinafter set forth, refers to Part 3 last mentioned above. Said regulations are as follows: -

CONTRACTORS AND SUB-CONTRACTORS ON PUBLIC BUILDING AND PUBLIC WORK AND ON BUILDING AND WORK FINANCED IN WHOLE OR IN PART BY LOANS OR GRANTS FROM THE UNITED STATES

Purpose and Scope

This part prescribes "anti-kickback" regulations under Section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards, and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with Federally-assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No. 14 (e.g. the College Housing Act of 1950, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards whenever they are applicable to Construction work. The part details the obligation of

contractors and sub-contractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deduction from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

Definitions

As used in regulations in this part:

The terms "building" or "work" generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance of work. The terms include without limitation, buildings, structures, and improvements of all manufacturing, furnishing of materials, or servicing and maintenance work. The terms include without limitation, buildings, structures, and improvements of all

types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways, lighthouse, buoys, jetties, breakwater, levees, and canals, dredging, shoring, scaffolding, drilling, blasting, excavating, clearing and landscaping. Unless conducted in connection with and the site of such a building or work as is described in the foregoing sentence, the manufacture or furnishing of materials, articles, supplies or equipment (whether or not a Federal or State agency acquires title to such materials, articles, supplies or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished is not a "building" or "work" within the meaning of the regulations in this part.

The terms "construction", "prosecution", "completion", or "repair" mean all types of work done on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting and decorating, the transportation of materials, and supplies to or from the building or work by the employees of the construction contractor or construction Sub-contractor, and the manufacturing of furnishing of materials, articles, supplies or equipment on the site of the building or work, by persons employed at the site by the Contractor or Sub-contractor.

The terms "public building" or "public work" include building or work for whose construction, prosecution, completion, or repair, as defined above, a Federal Agency is contracting party, regardless of whether title thereof is in a Federal Agency.

The term "Building" or work financed in whole or in part by loans or grants from the "United States" including building or work for whose construction, prosecution, completion, or repair, as defined above, payment or part payment is made directly or indirectly from funds provided by loans or grants by a federal agency. The term does not include building or work for which Federal assistance is limited solely to land guarantees or insurance.

Every person paid by a Contractor or Sub-contractor in any manner for his labor in the construction, prosecution, completion, or repair of a public building or public work or building or work financed in whole or in part by loans or grants from the United States is "employed" and receiving "wages" regardless of any contractual relationship alleged to exist between him/her and the real employer.

The term "any affiliated person" includes a spouse, child, parent, or other close relative of the Contractor or Sub-contractor; a partner or officer of the Contractor or Sub-contractor; a corporation closely connected with the Contractor or Sub-contractor as parent, subsidiary, or otherwise, an agency or officer of such corporation.

The term "Federal Agency" means the United States, District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentalities of the United States and the District of Columbia, including corporations, all or substantially all of the stock of which is beneficially owned

by the United States, by the District of Columbia or any of the foregoing departments, establishments, agencies and instrumentalities.

Weekly statement with respect to payment of wages

As used in this section, the term "employees" shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervisors of such employees.

Each Contractor or Sub-contractor engaged in the construction, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by these regulations during the preceding weekly payroll period. The statement shall be executed by the Contractor or Sub-contractor or by and authorized officer of employee of the Contractor or Sub-contractor who supervises the payment of wages and shall be in the following form.

WEEKLY STATEMENT OF COMPLIANCE

Date: _____

I, _____ (NAME OF SIGNAORY PARTY) (TITLE)

Do hereby state: That I pay or supervise the payment of the persons employed by _____ on the _____ (project)

(1) That I pay or supervise the payment of the person employed by _____ on the _____

(Contractor or sub-contractor)

(Building or work)

The _____ day of ----- 20 and ending on the

_____ day of __, 20 __, all persons employed on said

project have been paid the full weekly wages earned, that no rebates have been or will be made directly or indirectly to or on behalf of said _____ (Contractor or Sub-contractor)

by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deduction as defined in Regulations, Part 3 (29CFR Part 3), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967, 76 Stat. 537, 40 U.S.C 276c), and described below:

That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

That any apprentices employed in the above period are fully registered in a bona fide apprenticeship program registered with a state apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or, if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(SIGNATURE OF TITLE)

Section 1001 of Title 18 of the United States Code (Criminal Code and Criminal Procedure) shall apply to such statements as provided at 72 Sta. 967 (18 U.S.C. 1001), among other things, provides that whoever knowingly and willingly makes or uses a document or fraudulent statement of entry in any matter within the jurisdiction of any department or agency of the United States, shall be fined not more than \$10,000 or imprisoned not more than five years or both.

The requirements of this section shall not apply to any contract of 2,000.00 or less.

Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances and exemptions from the requirements of this Section subject to such conditions as the Secretary of Labor may specify.

Submission of weekly statements and the preservation and inspection of weekly payroll records

Each weekly statement required under Sec. 3.3 shall be delivered by the Contractor or Sub-contractor, within seven (7) days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work, or, if there is no representative of a Federal or State agency at the site or the building or work, the statement shall be mailed by the Contractor or Sub-contractor, within such time, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violations, in accordance with applicable procedures prescribed by the U.S. Department of Labor.

Each Contractor or Sub-contractor shall preserve his/her weekly payroll records for a period of three years from the date of completion of the Contract. The payroll records shall set out accurately and completely the name and address of each laborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting officer or his/her authorized representative, and by authorized representatives of the Department of Labor.

Payroll deductions permissible without application to or approval of the Secretary of Labor

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor.

Any deduction made in compliance with the requirements of Federal, State, or Local law, such as Federal, State withholding income taxes and Federal Social Security taxes.

Any deductions or sums previously paid to the employee as a bona fide prepayment of wages when such prepayment of wages is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.

Any deduction of amounts required by court process to be paid to another, unless, the deduction is in favor of the Contractor, or Sub-contractor, or any affiliated person or when collusion or collaboration exists.

Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representative of employees, or both, for the purpose of providing either from principle or income, or both, medical or hospital care, pensions or annuities, or retirement, death benefits, compensation for injuries, illness, accidents, sickness, or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, saving accounts or similar payment for the benefit of employees, their families and dependents; provided however, the following standards are met:

1. The deduction is not otherwise prohibited by law:
2. It is either, (i) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for obtaining of or for the continuation of employment, or (ii) provided for in a bona fide collective bargaining agreement between the Contractor or Sub-contractor and representatives of its employees; (iii) no profit or other benefit is otherwise obtained directly or indirectly, by the Contractor or Sub-contractor or any affiliated person in the form of commission, dividend, or otherwise; and (iiii) the deductions shall serve the convenience and interest of the employee.

Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee

Any deduction requested by the employee to enable him/her to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.

Any deduction voluntarily authorized by the employee for the making of contributions to governmental or quasi-governmental agencies such as the American Red Cross.

Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.

Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments, provided, however, that a collective bargaining agreement between the Contractor and Sub-contractor and representatives of its employees provide for such deductions and the deductions are not otherwise prohibited by law.

Any deductions not more than for the "reasonable cost" of board, lodging, or other facilities, meeting the requirements of this Section 3 (m) of the Fair Labor Standards Act of 1938, as amended, and part 531 of this title. When such deduction is made the additional records required under Sec 516.25 (a) of this title shall be kept.

Payroll deductions permissible with the approval of the Secretary of Labor

Any Contractor or Sub-contractor may apply to the Secretary of Labor for permission to make any deduction not permitted under Section 3.5. the Secretary may grant permission whenever he/she finds that:

1. The Contractor, Sub-contractor, or any affiliated person does not make a profit or benefit directly or indirectly from the deduction either in the form of a commission, dividend or otherwise:
2. The deduction is not otherwise prohibited by law:
3. The deduction is either (1) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or (2) provided for a bona fide collective bargaining agreement between the Contractor or Sub-contractor and representatives of its employees and
4. The deduction serves the convenience and interest of the employee.

Applications for the approval of the Secretary of Labor

Any application for the making of payroll deductions under Section 3.6 shall comply with the requirements prescribed in the following paragraphs of this Section (3.7): The application shall be in writing and address to the Secretary of Labor, and the application shall identify the contract or contracts under which the work in question is to be performed. Permission will be given for deductions only on specific, identified contracts, except upon a showing of exceptional circumstances. The application shall state affirmatively that there is compliance with the standards set forth in the provisions of Section 3.6. A full statement of facts indicating such compliance shall accompany the affirmation. The application shall include a description of the proposed deduction, the purpose to be served thereby, and the classes of laborers or mechanics from whose wages the proposed deduction would be made. The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant.

Action by the Secretary of Labor upon applications

The Secretary of Labor shall decide whether or not the requested deduction is permissible under provisions of Section 3.6 and shall notify the applicant in writing of his decision

Prohibited Payroll Deductions

Deductions not elsewhere provided for by this part and which are not found to be permissible under Section 3.6 are prohibited.

Methods of Payment of Wages

The payment of wages shall be by cash, negotiable instruments payable on demand, or the additional forms of compensation for which deductions are permissible under this part. No other methods of payment shall be recognized on work subject to the Copeland Act.

Regulations Part of Contract

All contracts made with respect to the construction, prosecution, completion or repair of any public building or public work or building or work financed in whole or in part by loans or grants from the United States covered by the regulations in this part shall expressly bind the Contractor or Sub-contractor to comply with such of the regulations in this part as may be applicable. In this regard, see Section 5.5 (a) of this subtitle.

DAVIS-BACON WAGE REQUIREMENTS FOR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

Attached please find a copy of the "Federal Labor Standards Provision" established through the U.S. Department of Housing and Urban Development (HUD).

Workers shall be paid the appropriate Davis-Bacon wage rate and fringe benefits on the wage determination for the classification of work actually performed.

Attached are the Davis-Bacon wage rate and fringe benefit package for "Lackawanna County" for this upcoming project.

You will be required to submit to this office Bi-weekly "Certified Payroll Report" beginning with the first week that your company works on the project and every 2 weeks thereafter until the project is completed. Sample of the WH 347 Form is attached.

Every employer (contractor, subcontractor, etc.) must make their employees available for interviews at the job site with the City of Scranton's Labor Standard Officer. The interviews are confidential, and the employee will be asked about the kind of work they perform and their rate of pay. Every effort will be made to ensure that interviews cause as little disruption as possible to the on-going work.

If you do not understand the above-mentioned information, it is your responsibility to contact this office for assistance on clarification. You can also review additional information concerning the DAVIS-BACON WAGE ACT on the web by using the following website. <http://www.gpo.gov/davisbacon/>

To contact the Office of Economic and Community Development for the City of Scranton, please use the following Phone Number (570) 348-4216 Ext. 4257 or Fax (570)348-4123

Date _____

(Name of Signatory Party)

(Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

(Contractor or Subcontractor)

on the

_____ that during the payroll period commencing on the

(Building or Work)

_____ day of _____ and ending the _____ day of _____

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made, either directly or indirectly to or on behalf of said

_____ from the full

(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967, 76 Stat. 357, 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS



in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH



Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)

EXPLANATION

REMARKS:

NAME AND TITLE

SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

