

CONTRACT

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

October 25, 2020 to April 30, 2021 by and between the City of Scranton, 340 North

Washington Avenue, Scranton, PA 18503, hereinafter called "Scranton" and

 HILLTOP QUARRY, DIV. OF H&K GROUP, INC.

PO BOX 196

SKIPPAK, PA 19474

RR#2, BOX 164, QUARRY HILL DR.

DALTON, PA 18414

PHONE (570) 586-7461

hereinafter called "Contractor".

WITNESSETH:

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

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

ARTICLE I - CATEGORY OF WORK AND SERVICES

The work and services to be performed by Contractor shall be in the general fields of providing anti-skid sand to the City of Scranton. The Contractor hereby covenants, contracts and agrees to furnish Scranton with:

2000 Ton (More or Less) of Type AS3 (similar to AASHTO#8)

ARTICLE III - FEES

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

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

ARTICLE IV - INDEMNIFICATION

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

ARTICLE V - INSURANCE

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

<u>TYPE OF INSURANCE</u>	<u>LIMITS OF LIABILITY</u>
Workers' Compensation	Statutory
Employer's Liability	\$ 500,000.00
Professional Liability	\$1,000,000.00 each occurrence \$1,000,000.00 aggregate
Comprehensive General Liability (including	

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

ARTICLE VI: TERMINATION OF CONTRACT

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

ARTICLE VII: DEFAULT

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

ARTICLE VIII: JURISDICTION

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

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

ATTEST:

L. Reed
CITY CLERK

BY: [Signature]
MAYOR

DATE: 2.4.2021

DATE: 12/18/2020

COUNTERSIGNED:

[Signature]
CITY CONTROLLER

[Signature]
DIRECTOR, DEPARTMENT OF PUBLIC WORKS

DATE: 2.3.2021

DATE: 2/4/21

APPROVED AS TO FORM:

[Signature]
CITY SOLICITOR

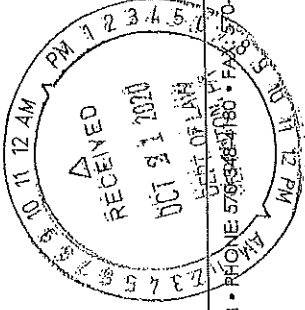
DATE: 13-15-2020

[Signature]
HILLETOP QUARRY, DIV. OF H&K GROUP, INC.



DEPARTMENT OF PUBLIC WORKS

101 WEST POPLAR STREET • SCRANTON, PENNSYLVANIA 18508 • PHONE: 570-348-1180 • FAX: 570-348-0197



Date: October 21, 2020

Subject: City of Scranton
Bids for Anti-Skid Sand

To: Joseph O'Brien, Esquire
Acting City Solicitor

From: Tom Preambo
Director Public Works

This is to inform you that we intend to award a contract to Hilltop Quarry for the subject material. This contract is for 2,000 ton (more or less) Anti-Skid Sand for the period October 25, 2020 thru April 30, 2021. Hilltop Quarry was the lowest, most responsible bidder.

Please prepare the necessary contracts.

Thank you for your cooperation in this matter.

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

Department of Business Administration

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


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

Dear Mr. Preambo:

This is to inform you that bids were opened on Tuesday, October 20, 2020 in Council Chambers for **2000 TON (MORE OR LESS) ANTI-SKID SAND FOR PERIOD OCTOBER 25, 2020 THRU APRIL 30, 2021**. Attached please find a copy of the bids submitted by the following companies:

Keystone Quarry
Hilltop Quarry (Division of Haines & Kibblehouse Group)
Rutledge Excavating

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

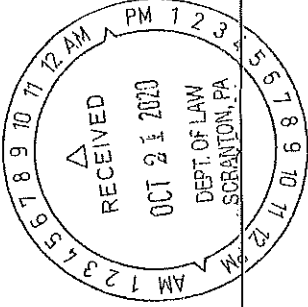
Sincerely,

Julie Reed
Purchasing Clerk

Attachments

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



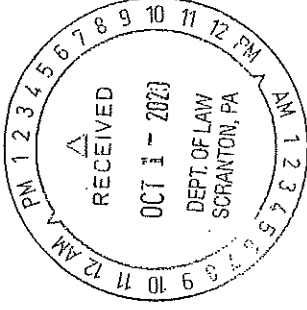
SCRANTON



October 20, 2020

October 1, 2020

Thomas Preambo
Director of the Department of Public Works
101 West Poplar Ave.
Scranton, Pa. 18508



Dear Mr. Preambo,

This is to inform you that bids will be opened in City Council Chambers on Tuesday, October 20, 2020 at 10:00 A.M. for the following:

2000 Tons (More or Less) Anti-Skid Sand for the Period of October 25, 2020 thru April 30, 2021.

As Per Specifications

Attached, please find the Invitation to Bidders, Specifications, and Bidders Proposal.

Thank you for your cooperation in this matter.

Sincerely,

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

Julie Reed,

Purchasing Clerk

CC: Mayor Paige Cagnetti

Mr. John Murray, City Controller

Mr. Carl Deeley, Business Administrator

Mrs. Lori Reed, City Clerk

✓ Mr. Joseph O'Brien Esq., Acting City Solicitor

CITY OF SCRANTON

INVITATION TO BID

Separate sealed bids will be received by the Office of the City Controller for the City of Scranton, 340 North Washington Avenue, Scranton, Pa. 18503 until Tuesday, October 20, 2020 at 10:00 a.m. at which time they will be read aloud in City Hall Chambers by the Business Administrator (Or his Designee) located on the 2nd floor in City Hall and will be made available for public viewing at www.youtube.com/user/electriccitytv570 for the following:

**2000 TON (MORE OR LESS) ANTI-SKID SAND FOR THE PERIOD OF
OCTOBER 25, 2020 THRU APRIL 30, 2021 AS PER SPECIFICATIONS**

All bids shall be in accordance with the specifications which may be obtained from the City of Scranton Purchasing Department, 340 North Washington Avenue, Scranton, Pa. 18503 and which may be had by bona fide bidders. Copies can be obtained on the City of Scranton website at www.scrantonpa.gov. If you intend to submit a bid, you are required to notify Julie Reed, Purchasing Clerk for the City of Scranton via email at: jreed@scrantonpa.gov. If you fail to notify the Purchasing Clerk of your intent to submit a bid, you will not receive any Addenda or answers to any questions that may be submitted by other bidders.

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

Each bidder shall enclose a cashier's check, certified check, or bid bond in the amount of \$500.00, as a guarantee to keep its offer open until the City accepts or rejects same and as to the successful bidder until the required surety bond is furnished. Proposals must be typewritten or written legibly in black ink. A cashier's check and/or an official bank check are acceptable. The successful bidder, within ten (10) days of the notification of the award shall be required to furnish a surety bond in the amount of \$1000.00 as a guarantee to furnish services as specified. The contract shall be awarded to the lowest, most responsible bidder; however, the City of Scranton reserves the right to reject any or all bids of any bids submitted.

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

The City of Scranton is committed to maintaining the health and safety of all employees and visitors. Therefore, all bidders are required to have one representative present at the bid

PROPOSAL BLANK

THE UNDERSIGNED DOES HEREBY DECLARE THAT THEY HAVE CAREFULLY EXAMINED THE ATTACHED BIDDING DOCUMENTS, AND HEREBY PROPOSES TO FURNISH THE CITY OF SCRANTON WITH THE FOLLOWING AS SPECIFIED AND DELINEATED WITHIN THESE DOCUMENTS:

2000 TON (MORE OR LESS) OF TYPE AS3 (SIMILAR TO AASHTO #8) ANTI-SKID SAND FOR THE PERIOD OCTOBER 25, 2020 THRU APRIL 30, 2021 AS PER PENN-DOT SPECIFICATIONS FOR TYPE AS3 (SIMILAR TO ASHTO #8) AS ENCLOSED WITHIN.

\$ _____
PRICE PER TON DELIVERED

ACCOMPANYING THIS BID IS A CERTIFIED CHECK, CASHIER'S CHECK AND/OR BID BOND NUMBER FOR THE AMOUNT OF \$ _____ AND WILL SERVE AS A GUARANTEE TO KEEP ITS OFFER OPEN UNTIL THE CITY ACCEPTS OR REJECTS THE SAME, AND AS TO THE SUCCESSFUL BIDDER, UNTIL THE REQUIRED SURETY BOND (PERFORMANCE) IS FURNISHED.

IF THE UNDERSIGNED IS AWARDED THE AFOREMENTIONED CONTRACT, IT WILL FURNISH (WITHIN TEN (10) DAYS OF AWARD), A SURETY BOND IN FAVOR OF THE CITY OF SCRANTON FOR THE AMOUNT OF \$ _____

IT IS THE UNDERSTANDING OF THE UNDERSIGNED THAT THE CITY OF SCRANTON MAY REJECT ANY OR ALL BIDS, OR ANY PORTION OF ANY BID FOR THE ABOVE CONTRACT.

THE UNDERSIGNED GUARANTEES THAT IF IT IS THE SUCCESSFUL BIDDER, AND IS AWARDED THE AFOREMENTIONED CONTRACT, IT WILL DELIVER THE GOODS OR SERVICES WITHIN THE AFOREMENTIONED CONTRACT, IT WILL DELIVER THE GOODS OR SERVICES WITHIN _____ OF THE AWARDED OF THE CONTRACT.

PRINT/TYPE NAME OF BIDDER

DATE _____
SIGNATURE OF BIDDER _____

STATE WHETHER INDIVIDUAL
PARTNERSHIP OR CORPORATION COMPANY NAME: _____

SPECIFICATIONS FOR ANTI-SKID SAND

TO FURNISH THE CITY OF SCRANTON WITH

2000-TON (MORE OR LESS) ANTI-SKID SAND
TYPES AS3 (SIMILAR TO AASHTO#S). PRODUCTS MUST BE
IN CONFORMANCE WITH PENN-DOT SPECIFICATIONS
AS CONTAINED IN THIS BID PACKET

MUST BE DELIVERED TO:

DEPARTMENT OF PUBLIC WORKS
101 WEST POPLAR STREET
SCRANTON, PENNSYLVANIA. 18509-2616

DELIVERY SCHEDULE: AS NEEDED

Attachment B. Affirmative Action Certification

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

- (1) Bidder shall not discriminate against any employee, applicant for employment, independent contractor or any other person because of race, color, religious creed, ancestry, national origin, age, sex or handicap. Bidder shall take affirmative action to insure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age, sex or handicap. Such affirmative action shall include, but is not limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training. Bidder shall post in conspicuous places, available to employees, agents, applicants for employment, and other persons, a notice to be provided by the contracting agency setting forth the provision of this affirmative action certification.
- (2) Bidder shall, in advertisements or requests for employment placed by it or on its behalf, state all qualified applicants will receive consideration for employment without regard to race, color, religious creed, ancestry, national origin, age, sex or handicap.
- (3) Bidder shall send each labor union or workers' representative with which it has a collective bargaining agreement to other contract or understanding, a notice advising said labor union or worker's representative of its commitment to this affirmative action certification. Similar notice shall be sent to every other source of recruitment regularly utilized by bidder.
- (4) It shall be no defense to a finding of noncompliance with this affirmative action certification that bidder has delegated some of its employment practices to any union, training program, or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the bidder was not on notice of the third-party discrimination or made a good faith effort to correct it, such a factor shall be considered in mitigation in determining appropriate sanctions.
- (5) Where the practices of a union or of any training program or other source of recruitment will result in the exclusion of minority group persons, so bidder will be unable to meet its obligations under this affirmative action certification, bidder shall then employ and fill vacancies through other affirmative action employment procedures.
- (6) Bidder shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of bidder's noncompliance with affirmative action certification of this contract or with any such laws, this contract may be terminated or suspended in whole or in part and bidder may be declared

furnish such information on reporting forms supplied by the City of Scranton Department of Business Administration.

- (8) Bidder shall actively recruit minority subcontractors or subcontractors with substantial minority representation among their employees.
- (9) Bidder shall include the provisions of this affirmative action certification in every subcontract, so that such provisions will be binding upon each subcontractor.
- (10) Bidder's obligations under this clause are limited to the bidder's facilities within Pennsylvania, or where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

DATE: _____

(Name of Bidder)

BY _____

TITLE _____

Attachment C. 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 _____

Attachment D. Non-Collusion Affidavit of Prime Bidder

STATE OF _____

COUNTY OF _____

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

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

of _____, the Bidder that has submitted the bid;

2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, Representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, or to Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Scranton (Local Public Agency) or any person interested in the proposed Contract; and;
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiant.

Non-Collusion Affidavit
Signature Page

Signed _____

(TITLE)

SUBSCRIBED AND SWORN TO BEFORE ME

THIS _____ DAY OF _____
_____, 20_____

(TITLE)

MY COMMISSION EXPIRES _____
_____, 20_____

CITY OF SCRANTON

INVITATION TO BID

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

Each bidder shall enclose a cashier's check, certified check, or bid bond in the amount of \$500.00, as a guarantee to keep its offer open until the City accepts or rejects same and as to the successful bidder until the required surety bond is furnished. Proposals must be typewritten or written legibly in black ink. A cashier's check and/or an official bank check are acceptable. The successful bidder, within ten (10) days of the notification of the award shall be required to furnish a surety bond in the amount of \$1000.00 as a guarantee to furnish services as specified. The contract shall be awarded to the lowest, most responsible bidder; however, the City of Scranton reserves the right to reject any or all bids of any bids submitted.

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

The City of Scranton is committed to maintaining the health and safety of all employees and visitors. Therefore, all bidders are required to have one representative present at the bid opening. Masks are required upon entrance into the building.

PROPOSAL BLANK

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\$ 16.75
PRICE PER TON DELIVERED

ACCOMPANYING THIS BID IS A CERTIFIED CHECK, CASHIER'S CHECK AND/OR BID BOND NUMBER FOR THE AMOUNT OF \$ 500.00 AND WILL SERVE AS A GUARANTEE TO KEEP ITS OFFER OPEN UNTIL THE CITY ACCEPTS OR REJECTS THE SAME, AND AS TO THE SUCCESSFUL BIDDER, UNTIL THE REQUIRED SURETY BOND (PERFORMANCE) IS FURNISHED.

IF THE UNDERSIGNED IS AWARDED THE FOREMENTIONED CONTRACT, IT WILL FURNISH (WITHIN TEN (10) DAYS OF AWARD), A SURETY BOND IN FAVOR OF THE CITY OF SCRANTON FOR THE AMOUNT OF \$ 1,000.00

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THE UNDERSIGNED GUARANTEES THAT IF IT IS THE SUCCESSFUL BIDDER, AND IS AWARDED THE FOREMENTIONED CONTRACT, IT WILL DELIVER THE GOODS OR SERVICES WITHIN THE FOREMENTIONED CONTRACT, IT WILL DELIVER THE GOODS OR SERVICES WITHIN 7 OF THE AWARDING OF THE CONTRACT.

John R. Kibblehouse, Jr.
PRINT/TYPE NAME OF BIDDER

DATE 10/12/2020
John R. Kibblehouse, Jr.
SIGNATURE OF BIDDER

STATE WHETHER INDIVIDUAL
PARTNERSHIP OR CORPORATION

COMPANY NAME: Hiltop Quarry,
Div. of H&K Group, Inc.

ADDRESS: PO Box 196

SPECIFICATIONS FOR ANTI-SKID SAND

TO FURNISH THE CITY OF SCRANTON WITH

2000-TON (MORE OR LESS) ANTI-SKID SAND
TYPES AS3 (SIMILAR TO AASHTO#S). PRODUCTS MUST BE
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MUST BE DELIVERED TO:

DEPARTMENT OF PUBLIC WORKS
101 WEST POPLAR STREET
SCRANTON, PENNSYLVANIA. 18509-2616

DELIVERY SCHEDULE: AS NEEDED

Attachment B. Affirmative Action Certification

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

- (1) Bidder shall not discriminate against any employee, applicant for employment, independent contractor or any other person because of race, color, religious creed, ancestry, national origin, age, sex or handicap. Bidder shall take affirmative action to insure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age, sex or handicap. Such affirmative action shall include, but is not limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training. Bidder shall post in conspicuous places, available to employees, agents, applicants for employment, and other persons, a notice to be provided by the contracting agency setting forth the provision of this affirmative action certification.
- (2) Bidder shall, in advertisements or requests for employment placed by it or on its behalf, state all qualified applicants will received consideration for employment without regard to race, color, religious creed, ancestry, national origin, age, sex or handicap.
- (3) Bidder shall send each labor union or workers' representative with which it has a collective bargaining agreement to other contract or understanding, a notice advising said labor union or worker's representative of its commitment to this affirmative action certification. Similar notices shall be sent to every other source of recruitment regularly utilized by bidder.
- (4) It shall be no defense to a finding of noncompliance with this affirmative action certification that bidder has delegated some of its employment practices to any union, training program, or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the bidder was not on notice of the third-party discrimination or made a good faith effort to correct it, such a factor shall be considered in mitigation in determining appropriate sanctions.
- (5) Where the practices of a union or of any training program or other source of recruitment will result in the exclusion of minority group persons, so bidder will be unable to meet its obligations under this affirmative action certification, bidder shall then employ and fill vacancies through other affirmative action employment procedures.
- (6) Bidder shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of bidder's noncompliance with affirmative action certification of this contract or with any such laws, this contract may be terminated or suspended, in whole or in part, and bidder may be declared

furnish such information on reporting forms supplied by the City of Scranton Department of Business Administration.

- (8) Bidder shall actively recruit minority subcontractors or subcontractors with substantial minority representation among their employees.
- (9) Bidder shall include the provisions of this affirmative action certification in every subcontract, so that such provisions will be binding upon each subcontractor.
- (10) Bidder's obligations under this clause are limited to the bidder's facilities within Pennsylvania, or where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

DATE: 10/12/20

(Name of Bidder)

Hilltop Quarry Div. of H&K Group, Inc.

BY John R. Kibbleshouse, Jr.

TITLE Vice-President

Attachment C. 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: 10/12/20

Hilltop Quarry, Div. of H&K Group, Inc.
(Name of Bidder)

BY John R. Kibblehouse, Jr.

TITLE Vice-President

Attachment D. Non-Collusion Affidavit of Prime Bidder

STATE OF Pennsylvania
COUNTY OF Montgomery

John R. Kibblehouse, Jr., being
first duly sworn, deposes and says that:

1. He is Vice-President
(Owner, partner, officer, representative or agent)
of Hilltop Quarry, Div. of H&K Group, Inc., the Bidder that has submitted
the bid;
2. He is fully informed respecting the preparation and contents of the attached Bid and of
all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, Representatives,
employees or parties in interest, including this affiant, has in any way colluded,
conspired, connived or agreed, directly or indirectly with any other Bidder, firm or
person to submit a collusive or sham Bid in connection with the Contract for which the
attached Bid has been submitted or to refrain from bidding in connection with such
Contract, or has in any manner, directly or indirectly, sought by agreement or collusion
or communication or conference with any other Bidder, or to Bidder, or to secure
through any collusion, conspiracy, connivance or unlawful agreement any advantage
against the City of Scranton (Local Public Agency) or any person interested in the
proposed Contract; and;
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by
any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or
any of its agents, representatives, owners, employees or parties in interest, including this
affiant.

Non-Collusion Affidavit
Signature Page

Signed John L. Wickhouse Jr

Vice-President _____

(TITLE)

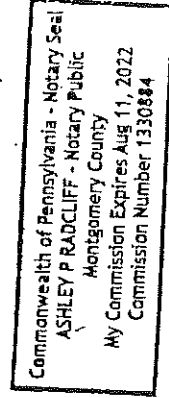
SUBSCRIBED AND SWORN TO BEFORE ME

THIS 12 DAY OF October
_____, 2020

Sales Assistant

(TITLE)

MY COMMISSION EXPIRES August
11, 2022



Ashley Radcliff

D. Disclosures by Current Contractors

List of Municipal Officials

Mayor of Scranton
Scranton City Councilpersons
Scranton Controller
Scranton Tax Collector

1. Provide the names and titles of all individuals providing professional services to the City including advisors and sub-contractors, if any. After each name, please provide the responsibilities of that person with regard to the professional services provided to the City of Scranton.
 - H&K Group, Inc. d/b/a Hilltop Quarry (providing material)
 - List the names of any of the above individuals who are current or former officials or employees of the City of Scranton and their position;
 - List the names of any of the above individuals who has been a registered federal or state lobbyist and the date of the most recent renewal/registration.
2. Since January 1, 2015, have any of the individuals identified in paragraph two above been employed by the City of Scranton. If yes, please identify the individual by his/her name and position with the City of Scranton and dates of employment.
N/A
3. Since January 1, 2015, has the Contractor employed paid compensation to a third party intermediary, agent, or lobbyist to directly or indirectly communicate with any individual on the list of municipal officials in connection with any transaction or investment involving the Contractor and the City of Scranton. This question does not apply to any officer or employee of the Contractor who is acting within the scope of the Contractor's standard professional duties on behalf of the Contractor including the actual provision of legal, accounting, engineering, real estate, or other professional advice, services or assistance pursuant to its professional services contract with the City of Scranton.
No
4. Since January 1, 2015 has any agent, officer, director, or employee of the Contractor solicited a third party to make a political contribution to any municipal official or candidate for municipal office in the City of Scranton or to the political party or political committee for whom the solicitation was made. If yes, please identify the agent, officer, director, or employee who made the solicitation; the individual or individuals who were solicited, and the municipal officers, candidates, political party, or political committee for whom the solicitation was made.
No
5. Since January 1, 2015, has the contractor, officer, director, executive-level employee, or owner of at least five percent (5%) of the company made any contribution to a municipal official or candidate for municipal office in the City of Scranton. If yes, please identify the recipient, the amount, and the date of the contribution.
No

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.

No

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

No

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

VERIFICATION

I, H. Christian Budenz, hereby state that I am the ~~XXXXXX~~

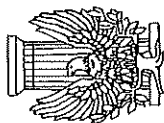
Exec. VP/Asst. Sec. of H&K Group, Inc. d/b/a Hilltop Quarry and that I am authorized to make this verification.

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

Digitized by
H. Christian Budenz Date: 1/21/2021

Signed: H. Christian Budenz, Exec. VP/Asst. Sec.

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we HILLTOP QUARRY, DIV. OF H&K GROUP, INC. (Here insert full name and address or legal title of Contractor) as Principal, hereinafter called the Principal, and LIBERTY MUTUAL INSURANCE COMPANY (Here insert full name and address or legal title of Surety) a corporation duly organized under the laws of the State of Massachusetts * as Surety, hereinafter called the Surety, are held and firmly bound unto CITY OF SCRANTON (Here insert full name and address or legal title of Owner)

as Oblige, hereinafter called the Oblige, in the sum of

Five Hundred Dollars even

Dollars (\$ 500.00),

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 2020/21 Anti Skid (Here insert full name, address and description of project)

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige 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 Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige 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

20th

day of

OCTOBER

49 2020

HILLTOP QUARRY, DIV. OF H&K GROUP, INC.

[Signature]
(Witness)

{

(Principal)

(Seal)

[Signature]
(Title)

Vice President



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No. 8196858-019001

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Matthew T. Buckler, R. H. Stenberd, Jr., Robert J. Colman, David B. Kame, David E. Kells, Jr., John P. Sedor

all of the city of Fort Washington state of PA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 18th day of September, 2018.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: *David M. Carey*

David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 18th day of September, 2018, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 23, 2021
Member, Pennsylvania Association of Notaries

By: *Teresa Pastella*

Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-810-832-8240 between 9:00 am and 4:30 pm EST on any business day.