



ATTENTION BIDDERS

COUNTY OF LYCOMING

BIDDING DOCUMENTS FOR

2019 RECYCLING TRUCK SCALE SYSTEM REBUILD PROJECT

When bidders are either downloading a bid request from the County of Lycoming's web site (www.lyco.org / Request for Bids) or receive a current copy from areas other than Lycoming County Resource Management Services' landfill site, bidders are required to contact Lycoming County Resource Management Services and place their company name on the bidders list. This will ensure that each bidder receives any and all addenda that may apply to the current bid package. Failure to receive all current information could result in your company submitting an inaccurate bid, which may be disqualified by the County of Lycoming. When submitting a bid, place the bid form sheet as the top page of the bid package.

447 ALEXANDER DRIVE MONTGOMERY, PA 17752 800-326-9571 570-547-6534 - FAX This bid request package contains the following documents:

- 1. Notice to Bidders
- 2. Instruction to Bidders
- 3. Terms and Conditions
- 4. 2019 Recycling Truck Scale System Rebuild Project, General Information, Scope of Work and Bid Specifications
- 5. Bid Form
- 6. Non-Collusion Affidavit
- 7. This Agreement (Articles 1 to 7, inclusive)
- 8. Performance and Bid Bonds
- 9. General Information Qualifications/Experience
- 10. Contractor's Financial Statement

Legal AD: Sun Gazette

To be advertised: September 6, and 10, 2019

NOTICE TO BIDDERS

The County of Lycoming is requesting sealed bids for the 2019 Recycling Truck Scale System Rebuild Project, at the County of Lycoming's LCRMS Regional Resource Recovery Facility in accordance with the specifications on file with the Chief Clerk, Lycoming County Executive Plaza, Suite 205, 330 Pine Street, Williamsport, PA or Lycoming County Resource Management Services, 447 Alexander Drive, Route 15, Montgomery, Pa.

Bids will be received by the Controller of the County of Lycoming at her office, Lycoming County Executive Plaza, Suite 201, 330 Pine Street Williamsport, PA 17701 until 5:00 P.M., prevailing time on the 20th day of September 2019. Bids will be opened at 10:00 A.M. on the 24th day of September 2019, in the Commissioner's Meeting Room, Lycoming County Executive Plaza. All bids shall be submitted in a sealed envelope clearly marked Bid Package for 2019 Recycling Truck Scale System Rebuild Project and accompanied by a certified check or cashier's check drawn on a bank authorized to do business in the Commonwealth of Pennsylvania or a bid bond with Corporate Surety, in the amount of 10% of the total bid and made payable to or in favor of the County of Lycoming. All bids shall remain firm price for 60 days after the date of bid opening; the bid security shall be returned to unsuccessful bidders. A Performance Bond with sufficient surety in an amount not less than one hundred (100%) percent of the projected total cost of bid amount shall also be required upon execution of the contract.

All questions pertaining to this request for bids shall be directed to Mr. Duane R. Laylon, LCRMS Purchasing Agent at the Lycoming County Resource Management Services, 447 Alexander Drive, P.O. Box 187, Montgomery, PA 17752 at (800) 326-9571 or (570) 547-1870 or by E-mail (preferred) at: duane.laylon@lcrms.com

The County reserves the right to accept or reject any or all bids, or to accept any part of a bid without accepting the whole thereof, or to accept such bid that they deem to be in the best interest of the County. All bidders should be aware that the County is an agency subject to the Right to Know Law. Any documents submitted should be considered as subject to potential public disclosure once the bid is awarded. In addition, the County will post information regarding the successful bid on the County website.

COMMISSIONERS OF THE COUNTY OF LYCOMING

R. Jack McKernan, Chairman Tony R. Mussare, Vice Chairman Richard Mirabito, Secretary

Attest:

Matthew A. McDermott, Chief Clerk

INSTRUCTIONS TO BIDDERS NOTICES, CONDITIONS, AND EVALUATION FACTORS

TO BE CONSIDERED, BIDS MUST BE MADE IN ACCORDANCE WITH ALL APPLICABLE PROVISIONS OF THESE INSTRUCTIONS TO BIDDERS.

1. Bid Deposit:

Bidders must furnish acceptable security as specified in these instructions.

2. Parties to Contract:

Where the words "Commissioners", "Controller", "Purchasing Director", and "County" are used, they shall be understood to refer respectively to the Commissioners, the Controller, and Purchasing Director of Lycoming County, and Lycoming County Pennsylvania, or other persons designated in writing to represent Lycoming County.

3. Definitions:

- (A) "Solicitation" refers to and includes the Invitation for Bids, the Instructions to Bidders, The Schedule, The Terms and Conditions, other Bid Documents and all attachments, etc., issued with the Invitation for Bids, together with any and all addenda, errata, and bulletins applying thereto which may, as required, be issued prior to bid opening.
- (B) "Contract Documents" consist of the Agreement between the County and the Contractor (hereinafter the Agreement), Terms and Conditions, Schedule, Specifications, Drawings, any and all addenda, errata, and bulletins issued by the County prior to execution of the Contract, other documents listed in the Bid Form and in the Form of Agreement, and Modifications issued after execution of the Contract.
- (C) "Contract" refers to the contract documents, which form the Contract. The Contract represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral, including the Solicitation and bid documents. The Contract may be amended or modified only by a written Modification.
- (D) A Modification if (1) a written amendment to the Contract signed by the County and Contractor, (2) a supplement, (3) a written interpretation issued by the County, (4) a written order for a minor change in the Scope of Work of the Contract. A Modification may be made only after execution of the written Contract.
- (E) "Specifications" refers to the "Recycling Truck Scale System Rebuild Bid Specifications".

4. Submission of Bids:

- (A) All bids must be submitted, on the required bid form; must be signed by the respective bidder; and, must be delivered or mailed, in an opaque, sealed envelope, along with all required documentation, bid security, and Non-Collusion Affidavit, completed price schedule, and responses detailed in the Instruction to Bidders to the Controller of the County of Lycoming, Lycoming County Executive Plaza, Suite 201, 330 Pine Street, Williamsport, PA 17701 to arrive no later than 5:00 P.M., September 20, 2019. Late bids will not be accepted. Place "Bid Package for 2019 Recycling Truck Scale System Rebuild Project" on the outside of the sealed envelope presented to the Controller.
- (B) Bids must be submitted in accordance with this Request for Bids.
- (C) Any and all documents required by this Request for Bids and/or contract that require a notarization must include the signature and stamp of the notary public as required by the State in which the notary is commissioned. For those states that do not require stamp, a Notarization Affidavit, using the form attached, must be completed and submitted with the bid. Bids and required documentation submitted without the stamp and without the Notarization Affidavit, as applicable, will be rejected at the time of bid opening.

5. <u>Examination of Bid Documentations and the Onsite current Recycling Truck Scale System Location:</u>

- (A) Bidders shall CAREFULLY EXAMINE all documents in the solicitation and to obtain knowledge of existing conditions, limitations, and requirements. Failure to examine the documents or if needed visit the LCRMS Landfill Site, WILL NOT RELIEVE the bidder of responsibility for same nor will extra payment or change order request be considered for conditions which could have been determined by examining the solicitation.
- (B) Bids will be considered as conclusive evidence of complete examination and understanding of the terms and conditions of the bid documents, including the specifications, and all requirements thereof. It is understood that submission of a bid package indicates full acceptance of the same by the parties submitting the bid. Furthermore, by submitting a bid the bidder waives the right to claims for additional time or monetary compensation for all work without limit required to complete the contract which could have been obtained by the bidder through examination of all documents and/or visiting the landfill site or by raising a question regarding requirements prior to submitting a bid.

5. Examination of Bids Continued:

A site visit by each Bidder is highly recommended so that each Bidder's bid package conforms according to the bid specification listed within the bid request. The current Recycling Truck Scale System at the LCRMS Regional Resource Recovery Facility may be inspected only during the hours of 8:30 a.m. to 2:30 p.m. Monday through Friday **BY APPOINTMENT ONLY**, at the LCRMS Landfill Site located at 447 Alexander Drive, Route 15 Highway, Montgomery, PA, 17752.

(C) The Bid Documents, Terms and Conditions, and Specifications will be considered clear and complete. Any bidder desiring an explanation, interpretation, or clarification must submit a written request to Duane R. Laylon, LCRMS Purchasing Agent by E-mail at duane.laylon@lcrms.com. Replies will be issued to all bidders of record as Addenda to the Solicitation and will become a part of the Contract. The County WILL NOT BE RESPONSIBLE for oral clarification and the same shall be without legal effect. Questions received less than 7 working days before the bid opening will not be answered.

6. <u>Bid Security:</u>

- 1. (A) A security deposit (Bid Bond, Cashier's Check, or Certified Check) in the amount of 10% of the total amount bid is required. Said security must be payable to the "County of Lycoming" and is required to be enclosed in a separate envelope, labeled "Bid Security" and submitted with the bid package. The bidder's name business address and phone number are required to be labeled on the check and/or bond for identification purposes; which will help aid in the return of document. The security deposit shall guarantee that the bidder will fully and faithfully comply with all of the terms and conditions of the bid, and will enter into a formal written contract in the form provided and furnish a bond and insurance certificate, if required, using the form provided in accordance with the terms of the contract documents.
 - (B) Bid Bonds must be issued by a surety company authorized to do business in the Commonwealth of Pennsylvania. A Certified Check or Cashier's Check must be drawn upon a bank authorized to do business in the Commonwealth of Pennsylvania.
 - (C) The County reserves the right to retain bid securities until the lowest responsible bidder enters into a contract and provides required bonds and insurance or, for a period of 120 days, in accordance with applicable law, including 62 PA.C.S.A. Section 3911.

6. Bid Security Continued:

(D) In the event the successful bidder fails or refuses to execute a written formal contract and to provide a performance bond and insurance certificate as required within 10-working days after contract award, his security deposit may be declared forfeited as liquidated damages, the letter of acceptance of his bid shall be voided, and all obligations of the County in connection herewith will be canceled.

7. Preparation of Bids and Proposals:

- (A) Bids shall be made on bid forms provided by the County. Fill in ALL blanks and submit SIGNED COPIES. Each bidder shall furnish all information required by the contract documents. The bidder shall sign the bid and print or type its name on the Schedule and each continuation sheet on which it makes an entry. The person signing the bid proposal must initial erasures or other changes. Bids or proposals signed by an agent shall be accompanied by evidence of that agent's authority.
- (B) Bids by individuals must be signed personally, with name typed below signature, and witnessed. A complete address and trade name must be provided. Bids by partnerships must include the typed names and business address of all partners and the trade name. The bid must be signed by at least one general partner, whose signature must be witnessed. Bids by corporations must include the typed name of the corporation, the State of incorporation, the principal officer of the corporation, and must be signed by the President or Vice-President (or by an officer or agent duly authorized to bind the corporation to a contract, proof of whose corporate authority shall be attached), attested by the Secretary, Assistant Secretary, or Treasurer of the corporation.
- (C) For each item offered, bidders shall (1) show the unit price, and (2) enter the extended price for the quantity of each item offered in the "Amount" column of the Schedule, where applicable. In case of discrepancy between a unit price and an extended price, the unit price will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.
- (D) Bids for supplies or services other than those specified will not be considered.
- (E) Bidders must comply with the time for delivery of supplies or for performance of services, unless otherwise specified in the contract documents. Contract award, for scheduling purposes, is defined as, and understood by the contractor to be, the date and time that the Lycoming County Board of Commissioners accepts, by Resolution, the bid/or proposal of the successful bidder and directs that a contract be drawn. Furthermore, Notice of Contract Award is the official letter of acceptance forwarded by the County to the successful bidder after contract award.

7. Preparation of Bids and Proposals Continued:

- (F) Time, if stated as a number of days, will be calendar days including Saturdays, Sundays and holidays. If the last day is a Saturday, Sunday or a Holiday, it would carry over to the next business day.
- (G) <u>Please place the "Bid Form" sheets as the top sheet of the bid package; these</u> are pages 54 through 57 of this documentation.

8. Modification of Bids:

- (A) Bids may not be modified after submittal. Bidders may withdraw bids at any time up to the scheduled time for receipt of bids. Bidders may resubmit bids provided it is prior to the scheduled time for receipt of bids.
- (B) No bid or proposal may be withdrawn or modified later than the specified date and time for bid opening except as provided by applicable law.

9. Non-Collusion Affidavit (See Attached Sheet):

- (A) The County requires that a Non-Collusion Affidavit be submitted with all bids pursuant to its authority according to the Pennsylvania Antibid-Rigging Act, 62 PA.C.S.A. Section 4501.
- (B) This Non-Collusion Affidavit must be executed by the member, officer, or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.
- (C) Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of the bid.
- (D) If a bid is submitted by a joint venture, each party to the venture must be identified in the bid documents, and a Non-Collusion Affidavit must be submitted separately on behalf of each party.
- (E) The term "complementary bid" as used in the Affidavit has meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or non-competitive bid, and any form of bid submitted for the purpose of giving a false appearance of competition.
- (F) Failure to file a Non-Collusion Affidavit in compliance with these instructions will result in disqualification of the bid.

10. Basis of Bid:

The bidder must include any Alternates and Unit Cost Items as may be shown on the Bid Form; failure to comply will be cause for rejection for the bid.

- (A) Any omissions, alterations, additions, or deductions not called for, conditional or uninvited alternative bids, or irregularities of any kind of the Bid Form shall be cause for rejection of the bid.
- (B) No assignment of bids will be considered.
- (C) The County of Lycoming is exempt from Federal Excise Taxes and the Pennsylvania Sales Tax. Net prices as shown in the bid proposal shall exclude said Federal and State Tax amounts. Tax Exempt Forms will be signed by the County. It will be the contractor's responsibility to provide the County with the necessary tax exemption forms. This provision shall not apply to construction, repair and/or maintenance contracts where under the bidder purchases supplies, materials and/or equipment for the performance of the contract and includes the cost thereof in computation of his/her bid or proposal.
- (D) The County will not consider offers of discount for prompt payment in its determination of the lowest bid, but reserves the right to apply any such discount offered by the successful bidder.

11. Delivery:

- (A) Unless specified otherwise deliveries will be F.O.B. Destination. All bid prices must include freight.
- (B) The Schedule will identify the County's required delivery date, time, quantities, and location.

12. Quantities:

- (A) Unless specified otherwise in the Schedule, all quantities are definite.
- (B) When the quantity is identified as "approximate", "estimated" or "more or less" it shall be understood and agreed that quantities listed in the Schedule are estimates only and may be increased or decreased in accordance with the terms and conditions of the contract and that the County in accepting any bid or portion thereof, contracts only and agrees to purchase only the supplies, equipment, and materials in such quantities as it subsequently orders.

13. Equivalency Items:

(A) Where a manufacture's brand name and/or model number is used it is intended only to indicate that said brand name and/or model number is the minimum standard required by the County.

13. Equivalency Items Continued:

Bidders desiring to bid on items other than those indicated shall state the brand name and/or model number upon which their bid is based.

- (B) It shall be the bidders' responsibility to prove to the County that said items are equal to or exceed the items listed as the County's requirement. Specification documents, descriptive literature, etc., shall accompany the bid or proposal and become a part thereof for evaluation. The County reserves the right to request samples of items and/or require a demonstration of same of appropriate (see clause #14, Samples).
- (C) Bids shall be based on the products or manufacturers specified or an approved equal. NO APPROVAL will be given the bidder prior to the bid date for substitution of products or manufacturers specified. The County shall consider the use of substitutions only after award of the contract to the successful bidder in accordance with the applicable provision(s) of the contract.

14. Samples:

- (A) When samples are required to be supplied, they must be supplied within three days of bid opening, unless otherwise requested by the County or otherwise required by the bid documents. The County also has the right not to return any samples required by the bid.
- (B) The County reserves the right to: request additional samples of the product; or, to conduct in-house testing of the product; or, to perform other tests of the product, including destructive tests that would indicate its performance with actual County work and conditions, as necessary, to completely evaluate the supplies and make a determination as to their equivalency.

15. Qualification of Bidders:

All Bidders must be prepared to present suitable evidence of their financial standing and to furnish a list of similar work recently completed within three days of bid opening. The bidder may be required to complete an Experience Questionnaire and/or a Financial Statement or similar document prior to contract award, which includes, as a minimum, financial statements (if any), references, and a listing of any and all fictitious names used by the bidder.

16. Evaluation of Bids for Multiple Awards:

The County reserves the right to award a single contact for the total requirement or award multiple contracts on a group or line basis to the lowest responsible bidder(s) meeting all terms, conditions, and specifications of the bid documents. The determining factor will be the lowest aggregate cost to the County including the administrative costs associated with multiple awards.

16. Evaluation of Bids for Multiple Awards Continued:

It is assumed, for the purpose of determining the lowest aggregate cost that \$250.00 would be the administrative cost of issuing and administering each contract awarded under this solicitation, and individual awards will be for the items or combination of items that result in the lowest aggregate cost to the County, including the assumed administrative costs

17. Bid Opening:

The following bid opening procedures will be followed

The time for receiving bids will be declared closed at the advertised time. Bids will be opened and initially reviewed in the following manner:

- (A) The County Controller, or his/her designated representative will read aloud the name and address of the bidder(s) and the bid amount(s).
- (B) If the bidder submits bid documents with informalities, errors, or omissions such as, but not limited to, non-conforming bid security (bond, certified check or cashier's check), non-conforming non-collusion affidavit or samples, or fails to properly execute and seal the said documents the bidder in the County's sole discretion may be given 72 hours from the time of the bid opening in which to provide such information to the County.
- (C) The County has the right to waive any and all informalities.

18. Acceptance, Rejection, or Disqualification of Bids:

- (A) The County will award contract(s) to the lowest responsible bidder(s), including full consideration of any alternates which may appear on the Bid Form, meeting all terms, conditions, and specifications, whose bid(s) is/are considered to be the most economical and in the County's best interests. The County reserves the right, in its sole and absolute discretion, to accept or reject any and all bids or parts thereof. The County also reserves the right at its sole and absolute discretion to award a single contract for this project to one bidder.
- (B) A bid which is incomplete, obscure, conditional, or which contains additions not called for, or irregularities of any kind, including alterations or erasures, which are not initialed, may be rejected as non-conforming.
- (C) The County reserves the right to disqualify bids, before or after opening, upon evidence of collusion with intent to defraud or other illegal practices upon the part of the bidder.

19. Execution of Contract:

- (A) The successful bidder must execute a written contract with the County in the form set forth in the solicitation immediately after award of the contract. If the successful bidder fails or refuses to execute the formal contract within 10-working days of the date of contract award, the security (Bid Bond) shall be forfeited to and retained by the County as liquidated damages, the award of the contract shall be voided, and all obligations of the County in connection herewith shall be canceled.
- (B) Notwithstanding any delay in the preparation and execution of the formal contract agreement, the Contractor shall be prepared, upon written Notice of Bid Award, to commence work or supply goods, materials or equipment on the date of execution of contract.

20. Performance Bond (See attachment marked "Performance Bond":

- (A) The successful bidder must furnish a Performance Bond, in the amount of one hundred (100%) percent of the total contract price, the condition of which shall be the full and complete execution and performance of each and all terms and conditions, the specifications, instructions, and other provisions of the contract document. The entire cost of the Performance Bond shall be paid for by the Contractor. All bidders are hereby informed that failure to post a required Performance Bond within 10-working days of Notice of Contract Award is cause for contract termination, in which case the contract award is voided and the Contractor will forfeit its bid bond as liquidated damages.
- (B) Performance Bonds must be issued by a surety company authorized to do business in the Commonwealth of Pennsylvania, on the form attached.
- (C) This requirement applies to: requirements type contacts; contract(s) that extend beyond one year or may be extended under the terms of the contract for more than one year; or, are designated by the County as requiring a Performance Bond. The contractor will furnish a Performance Bond in the amount of one hundred (100%) percent of the annual contract price for each one-year period or part thereof with the Performance Bond for the first year due as stipulated above. Performance Bonds for subsequent one-year periods will be provided to the County within 10 days of the contract's anniversary date, renewal date, or extension date.
- (D) Performance Bonds for subsequent one-year periods will be provided to the County within 10-working days of the Contract anniversary date. The number of subsequent one-year Performance Bond extensions to this Contract will be for two Calendar year period(s).

TERMS AND CONDITIONS

1. Order of Precedence:

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (A) the Specifications; (B) representations and other instructions; (C) contract clauses; (D) other documents, exhibits, and attachments.

2. Ordering:

The following is applicable to solicitations and contracts for definite-quantity contracts, indefinite-quantity contracts, and requirements contracts.

- (A) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders by individuals or activities designated in the Specifications. Such orders may be issued from Lycoming County Resource Management Services.
- (B) All delivery orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order and this contract, the contract shall control.
- (C) If mailed, a delivery order is considered "Issued" when the County deposits the order in the mail. Orders may be issued orally or by written telecommunications.
- **(D) Emergency Orders**. In an emergency situation in which the County requires delivery in less than 2 days, and the contractor cannot provide the supplies within the emergency delivery period, the County has the option to purchase those supplies from another source with no penalty to either party.

3. Definite Quantity:

- (A) This is a definite-quantity, indefinite delivery contract for the supplies, services or equipment specified, and effective for the period stated in the Specifications.
- (B) The County shall order the quantity of supplies or services or equipment specified in the Specifications, and the contractor shall furnish them when ordered. Delivery or performance shall be at locations designated in orders issued in accordance with the Ordering Clause and the schedule.
- (C) Except for any limitations on quantities in the Delivery-Order Limitations Clause or in the Specifications, there is no limit on the number of orders that may be issued. The County may issue orders requiring delivery to multiple destinations or performance at multiple locations.

3. Definite Quantity Continued:

(D) Any order issued during the effective period of this contract and not completed within that time shall be completed by the contractor within the time specified in the order. The contract shall govern the contractor's and County's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the contractor shall not be required to make any deliveries under this contract after December 31, 2019.

4. Requirements (Ordered as Needed):

- (A) This is a requirements contract for the supplies, services or equipment specified, and effective for the period stated, in the Specifications. The quantities of supplies, services specified or equipment in the Specifications are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the County's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Specifications, that fact shall not constitute the basis for an equitable price adjustment.
- (B) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering Clause. Subject to any limitations in the Delivery-Order Limitations clause or elsewhere in the contract, the contractor shall furnish to the County all supplies or services specified in the Specifications and called for by orders issued in accordance with the Ordering Clause. The County may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (C) Except as this contract otherwise provides, the County shall order from the contractor all supplies, services or equipment specified in the Specifications that are required to be purchased by the County activities specified in the Specifications.
- (D) The County is not required to purchase from the contractor requirements in excess of any limit on total order under this contract.
- (E) If the County urgently requires delivery of an item before the earliest date that delivery may be specified under this contract, and if the contractor will not accept an order providing for the accelerated delivery, the County may acquire the urgently required goods or services from another source.
- (F) Any order issued during the effective period of this contract and not completed within that period shall be completed by the contractor within the time specified in the order. The contract shall govern the contractor's and County's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the contractor shall not be required to make any deliveries under this contract after December 31, 2019.

5. Contractor Obey Laws:

Contractor shall obey all Federal, State, and local laws, ordinances and regulations in any way pertaining to the requirements of these Specifications, and shall obtain any and all permits, etc., which may be necessary.

6. Insurance:

(A) The Contractor shall carry insurance for contractor's liability, auto and truck, Worker's Compensation, Owner's Protective Liability, and Fire with extended coverage and Builder's Risk Insurance. The successful Contractor must submit written proof of insurance coverage within 10-working days, after contract has been awarded, naming the County of Lycoming, 48 West Third Street, Williamsport, PA as additional insured.

Worker's Compensation
Employer's Liability
Statutory
Automobile Liability
\$1,000,000 combined single limit

Comprehensive General Liability with following minimum coverage:

General Aggregate \$2,000,000
Products-Comp/Ops Aggregate \$2,000,000
Personal & Advertising Injury \$1,000,000
Each Occurrence \$1,000,000
Fire Damage \$50,000
Medical Expense (any one person) \$5,000

(B) The requirements of this clause are applicable to any and all subcontracts and subcontractors performing work under this contract. The contractor shall not subcontract, transfer, or sublet any portion of this work covered by these specifications without written consent of the County.

7. Payments:

Unless otherwise specified in the Specifications as to method of payments to the contractor, payments shall be made to the Contractor within 30 days of receipt of invoice, after inspection and acceptance of the material and/or work by an authorized representative of the Commissioners, and approval of the invoice by the Controller. Where partial delivery is made, invoices for such part shall be made upon delivery, and payment made within 30-days under conditions above.

8. Discounts for Prompt Payment:

- (A) Discounts for prompt payment will not be considered in the evaluation of offer. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicted in the offer by the offeror. As an alternative to offering a prompt payment discount in conjunction with the offer, offerors awarded contracts may include prompt payment discounts on individual invoices.
- (B) In connection with any discount offered for prompt payment, time shall be computed from (1) the date of completion of performance of the services or delivery of the supplies to the carrier if acceptance is at point of origin, or the date of delivery if acceptance is at destination, or (2) the date a proper invoice or voucher is received in the County Office designated in the order, if the latter is later than the date of performance or delivery. For the purpose of computing the discount earned, payment shall be considered to have been made on the date, which appears on the payment check.

9. Materials and Products:

- (A) Supplies, products, equipment and/or materials to be furnished shall be new, first-class, and shall meet with the approval of the Commissioners, or their designated representative.
 - a. All supplies, products, equipment and/or material shall conform to the requirements of the Contract and the Specifications.
- (C) The County has the right to inspect and test all supplies, products, materials, and/or equipment called for by the Contract, to the extent practicable at all times and places during the term of the Contract. The County shall perform inspections and tests in a manner that will not unduly delay performance of work or delivery of materials.
- (D) If any of the supplies, products, materials, and/or equipment do not conform with Contract requirements, the County may reject any or all of the nonconforming items and require the Contractor to deliver items in conformity with the Contract requirements, at no increase in contract amount.
- (E) If the Contractor fails, within a reasonable time of notification of rejection, to provide conforming items and/or take the necessary action to ensure future performance in conformity with the Contract requirements, the County may (1) reduce the Contract price to reflect the reduced value of the nonconforming items, (2) by Contract or otherwise, procure items similar to those called for under the terms of the Contract and charge the contractor any cost incurred by the County that is directly related to the procurement of such conforming items, including reprocurement costs, or (3) terminate the Contract for default.

9. Materials and Products Continued:

(F) Any nonconforming supplies, materials, and/or equipment shall be removed by the Contractor immediately upon request by the County and at no expense to the County. If the Contractor fails to remove non-conforming items promptly the County may take appropriate action, as determined by the County to have the items removed, at the Contractor's expense.

10. Extra Work:

No extras or additional work will be allowed or paid for unless such extras or additional work are ordered in writing by the Commissioners and their duly appointed agent, and the price fixed and agreed upon before such work is performed.

11. Additions or Deductions:

The County shall have the right, without invalidating the purchase contract, to make additions to or deductions from the material and/or equipment listing covered by these Specifications. The quantities of said items are estimated and used for comparison purposes and the actual quantities might be greater or less than the number stated. Additions or deductions will be in accordance with the unit price quoted in the bid documents. All additions or deductions will be implemented through a written change order signed by both parties.

The County shall require the vendor(s), without invalidating the purchase contract, to hold their unit prices firm on the parts, materials, supplies and equipment that are listed in their bid package, during the term of the Contract. This would be in the event that the County of Lycoming requires the above-mentioned situation for addition of said items.

When the County would require additional or extra parts, materials and/or equipment that are not listed as part of the bid package and without invalidating the purchase contract, the vendor(s) would be required to furnish and deliver the new parts, materials, supplies and/or equipment to the County, at the vendor's standard retail price of said items. This situation would also be in effect for the term of the Contract.

12. Liquidated Damages:

(A) If the Contractor fails to install the new truck scale system within the time specified in this Contract, or any extension, the Contractor shall, in place of actual damages, pay to the County as fixed, agreed, and liquidated damages, for each calendar day of delay the sum of \$500.00.

12. Liquidated Damages Continued:

- (B) Alternately, if delivery of performance is so delayed, the County may terminate this contract in whole or in part. In that event, the Contractor shall be liable for fixed, agreed, and liquidated damages accruing until the time the County may reasonably obtain delivery or performance of similar supplies or services.
- (C) The Contractor shall not be charged with liquidated damages when the delay in delivery or performance arises out of causes beyond the control and without the fault or negligence of the Contractor.

13. Patented Items:

The Contractor agrees to defend and save the County, its agents or employees, harmless from liability of any nature or kind, for use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, articles or appliances furnished or used in the performance of the contract for which the Contractor is not the patentee, assignee or licensee.

14. Permits:

Should any constructions permits be required by any governmental agency or authority for the work, project or service called for in the specification - said permits shall be obtained and paid for by the Contractor. The County is responsible for the Solid Waste Permit concerning the LCRMS Landfill Site.

15. Warranty of Equipment, Materials and Installation:

Notwithstanding inspection and acceptance by the County of supplies and/or materials furnished under this Contract concerning the conclusiveness thereof, the Contractor warrants all supplies and/or materials furnished: 1. Are of a quality to pass without objection in the trade under the Contract description. 2. Are fit for the ordinary purposes for which the supplies/or materials are used. 3. Are within the variations permitted by the Contract, and are of an even kind, quality, and quantity within each unit and among all units. 4. Conform to the promises or affirmations of fact made on the container or in any commercial literature provided by the Contractor as descriptive of the supplies or materials provided under this Contract.

The Contractor will be given written notice of any breach of warranties under this Contract within 14-days after discovery of the defect during the term of the warranty. Within 7-days of notice, the Contractor may either replace any supplies, materials, and or equipment or part thereof, that do not conform to the requirements of this contract or the Contractor may reimburse the County an amount equitable under the circumstances and agreeable to the Commissioners. When return, correction or replacement is required, all transportation charges and responsibility for the supplies or materials while in transit shall be borne by the Contractor.

14. Warranty of Equipment, Materials and Installation Continued:

Any supplies, materials, and or equipment or part thereof, corrected or furnished in replacement under this clause, shall also be subject to the terms of this clause to the same extent as the supplies and/or materials initially delivered. The warranty will be equal in duration to that listed above and shall run from the date of delivery of the corrected or replaced supplies or materials.

The rights and remedies of the County provided in this clause are in addition to and do not limit any rights afforded to the County by any other clause of this Contract or applicable commercial warranty offered by the Contractor, the original manufacturer, any third party, or as implied at law.

16. Option for Increased Quantity:

The County may increase the quantity of items called for in the schedule at the unit price specified. This option may be exercised by written notice to the Contractor within 3 calendar days of contract award. Delivery of the added items shall continue at the same rate as the like items called for under the Contract, unless the parties otherwise agree.

17. Rights in Data

- 1. Except as otherwise provided in this Contract, the Contractor grants to the County, and others acting on its behalf, a paid-up nonexclusive, irrevocable, worldwide license to reproduce, prepare derivative works, and perform and display publicly, by and on behalf of the County, for all material or subject matter called for under this Contract, or for which this clause is specifically made applicable.
- 2. The Contractor shall indemnify and defend the County and its officers, agents, and employees acting for the County against any liability, including costs and expenses, incurred as the result of (1) the violation of trade secrets, copyrights, or rights of privacy or publicity, arising out of the creation, delivery, publication or use of any data furnished under this Contract; or, (2) any libelous or other unlawful matter contained in such data. The provisions of this Paragraph do not apply unless the County provides notice to the Contractor as soon as practicable of any claim or suit, affords the Contractor an opportunity under applicable laws, rules, or regulations to participate in the defense thereof, and obtains the Contractor's consent to the settlement of any suit or claim other than as required by final decree of a court of competent jurisdiction; and do not apply to material furnished to the Contractor by the County and incorporated in data to which this clause applies.

18. Option to Extend Performance Bond:

- 1. The County may, by written notice to the Contractor prior to the expiration of the contract, extend the term of the Contract for a period of not less than 30-days and not more than 90-days, provided that the LCRMS Purchasing Agent shall give the Contractor a preliminary written notice of its intent to extend at least 15-working days before the Contract expires.
- 2. The extension shall be under the same terms and conditions hereof, inclusive of this option provision, and the rate(s) set forth in the Schedule shall apply to any extension made pursuant to this option provision.
- 3. The total duration of this Contract, including the exercise of any option(s) under this clause shall not exceed one-year and 90-days.

19. <u>Inspection of Services</u>:

1. Definitions: The following terms, as used in this contact, mean:

"Services" include services performed, workmanship and material furnished or used in the performance of Services provided under the terms and conditions of the Contract.

"Acceptance" is the act of the County Commissioners, or their authorized representative, by which the County assumes for itself ownership of existing and identified supplies, or approves specific services furnished, as partial or complete performance of the Contract.

"Correction" is the elimination of a defect.

"Defect" is any condition or characteristic in any supplies or services furnished by the Contractor under the Contract that is not in compliance with the requirements of the Contract.

"Supplies" are the items furnished by the Contractor and related services required under the Contract inclusive of "computer software", "programs" and "data".

- 2. The Contractor shall provide and maintain an inspection system acceptable to the County covering the Services under the Contract. Complete records of all inspections performed by the Contractor shall be maintained and made available to the County upon request during the Contract performance period and for as long as the Contract requires.
- 3. The County has the right to inspect and test all Services called for by the Contract, to the extent practicable at all times and places during the term of this Contract. The County shall perform inspections and tests in a manner that will not unduly delay performance of work or delivery of materials.

19. Inspection of Services Continued:

- 4. If any of the Services are determined to be defective or in any manner do not conform with Contract requirements, the County may reject the effective or nonconforming Services or supplies and require the Contractor to perform the Services again in conformity with Contract requirements, at no increase in Contract amount. When defects in Services cannot be corrected by further performance, the County may, in its sole and absolute discretion, accept the defective or nonconforming services or supplies and (1) require the Contractor to take all necessary action to ensure that future performance conforms to the Contract requirements and (2) reduce the Contract price to reflect the reduced value of the nonconforming Services performed.
- 5. If the Contractor fails to perform the Services again promptly and/or take the necessary action to ensure future performance in conformity with the Contract requirements, the County may (1) by Contract or otherwise, perform the Services and charge the Contractor any cost incurred by the County that is directly related to the performance of such Services, including re-procurement costs, or (2) terminate the Contract for default.
- 6. The County will be the sole interpreter of the requirements of the Contract and the sole judge of the performance thereunder by the Contractor.

20. <u>Inspection by the Commissioners' Representative:</u>

- 1. Inspection of all Services may be made by the Commissioners, their duly appointed representative(s), or other inspector(s) or assistants designated by that representative. The Contractor will be notified as to the name(s) and responsibility of such individual(s).
- 2. The Contractor must notify the designated representative when all daily Services have been performed in conformity with the requirements of this Contract.
- 3. The designated representative will certify that the Contractor's Services have been performed in conformity with the requirements of this Contract on an inspection report or daily inspection sheet. This inspection report or daily inspection sheet will be presented to the Contractor or his representative for signature. In the event that the Contractor or his representative are not present or refuse to sign the report, this will be noted on the inspection report or daily inspection sheet. Such reports will become a part of the Contract file.
- 4. This clause does not limit in any way the County's rights under clause 20 Inspection of Services.

21. County Furnished Property:

- 1. If so specified in the Schedule, the County shall deliver to the Contractor, for use in connection with and under the terms of this Contract, the County Furnished Property described in the Specifications together with any related data and information that the Contractor may request and is reasonably required for the intended use of the County Furnished Property.
- 2. The delivery or performance dates for this Contract are based upon the expectation that County Furnished Property suitable for use will be delivered to the Contractor at the time stated in the Specifications or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.
- 3. If County Furnished Property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt of it, notify the County Representative, detailing the facts and circumstances, and as directed by the County Representative, and at County expense, either repair, modify return or otherwise dispose of the Property. After completing the directed action and upon written request of the Contractor, the County shall make an equitable adjustment in contract price.
- 4. If County Furnished Property is not delivered to the Contractor by the required time, the County shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in contract price.
- 5. The County may, by written notice, decrease the County Furnished Property or substitute other property for that which is to be provided by the County under this Contract. The Contractor shall promptly take such action as the County directs regarding the removal, shipment, or disposal of the property covered in the notice.
- 6. The County shall retain title to all County Property furnished to the Contractor or purchased by the Contractor for the County under this Contract.
- 7. The County Furnished Property shall be used only for performing this Contract.
- 8. The Contractor shall be responsible and accountable for all County Furnished Property provided under this Contract. The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of any County Furnished Property in accordance with sound industrial practice.
 - Unless otherwise provided in this Contract, the Contractor assumes the risk of, and shall be responsible for, any loss or destruction of, or damage to, County Furnished Property upon its delivery to the Contractor. However, the Contractor is not responsible for reasonable wear and tear to such Property used or consumed in performing this Contract.

21. County Furnished Property Continued:

9. Upon completing this Contract, or at such earlier date as directed by the County, the Contractor shall submit to the County an inventory of all County Furnished Property, including quantity and condition, of each item furnished under this Contract. The County shall advise as to disposition of such Property. The net proceeds of the disposal of any such Property shall be credited to the Contract Price or shall be paid to the County.

22. Changes of Services:

- 1. The County may at any time, by written order, and without notice to sureties, if any, make changes within the general scope of this Contract in any one or more of the following:
 - 1. Description of Services.
 - 2. Time of performance of the Services.
 - 3. Place of performance of the Service
 - 4. Method of shipments or packing of supplies.
 - 5. Place of delivery.
- 2. If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Contact, whether or not changed by the order, the County shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the Contract if necessary.

23. Warranty of Services:

- 1. Notwithstanding inspection and acceptance by the County or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this Contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this Contract. The County shall give written notice of any defect of non-conformance of the Contractor. This notice shall state either (1) that the Contractor shall correct or re-perform the defective or nonconforming services, or (2) that the County does not require correction or re-performance.
- 2. If the Contractor is required to correct or re-perform, it shall be at no cost to the County, and any services corrected or re-performed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or re-perform, the County may, by contract

23. Warranty of Services Continued:

or otherwise, correct or replace with similar services and charge the Contractor the cost occasioned to the County thereby or make equitable adjustment in the contract price.

3. If the County does not require correction or re-performance, the County may make an equitable adjustment in the contract price.

24. Default:

- 1. The County may, by written notice of default to the Contractor, terminate this Contract in whole or in part if the Contractor fails to:
 - 1. Deliver the supplies, equipment or to perform the Services within the time specified in this Contract or any extension;
 - 2. Make progress, so as to endanger performance of this Contract; or
 - 3. Perform any of the other provisions of this Contract.
- 2. The County's right to terminate this Contract may be exercised if the Contractor does not cure such failure within 10-days (or more if authorized in writing by the County) after receipt of the notice to cure from the County specifying the failure.
- 3. If the County terminates this Contract in whole or in part, it may acquire, correct, or replace with services, supplies or equipment similar to those terminated, by contract or otherwise, and charge the Contractor the cost occasioned to the County thereby, or make an equitable adjustment in the contract price.
- 4. The rights and remedies of the County in this clause are in addition to any other rights and remedies provided by law or under this contract.
- 5. Any dispute related to this Contract must be filed within a court having original jurisdiction in Lycoming County.

25. Termination:

The County, by written notice, may terminate this Contract, in whole or in part, when it is in the County interest. If this Contract is terminated, the County shall be liable only for payment provisions of this contract for supplies or services rendered before the effective date of termination.

26. Indemnification:

The Contractor will indemnify, defend and hold the County of Lycoming, its Commissioners, its employees and agents harmless from all claims, demands, costs, expenses, liabilities and losses including reasonable attorney's fees which may arise against the County of Lycoming, employees and agents as a consequence of any action or claim arising out of the Contractor's malfeasance, neglect or omission.

27. Term and Start of Contract:

The term of said contract shall start on the date of execution of the contract. The Notice to Proceed will be issued to the Contractor after all the support documentation requested by these bid specifications has been received, reviewed and accepted by the County. Once the Notice to Proceed is issued, the Contractor shall furnish and deliver all equipment, materials, and supplies needed for the Rebuild of the Truck Scale System at the LCRMS Regional Resource Recovery Facility. The Contractor shall provide the County with two week notice prior to the delivery of said equipment, materials, and supplies. The County will coordinate with the Contractor the work schedule for the start and removal of the existing truck scale system. Once the Contractor begins disassembling the existing truck scale system, installation of the new truck scale system is required to be completed within 10-consecutive working days. The overall contract will remain in active until December 31, 2019

28. Pricing:

Pricing, as bid, must remain firm for the term of the Contract as per this bidding package.

29. Submittal of Bid Documents:

The following documents are required to be submitted within each bid package:

- 1. Bid Form
- 2. Non-Collusion Affidavit
- 3. Bid Bond
- 4. General Information Qualifications/Experience
- 5. Truck Scale System and Accessory Literature and Drawings
- 6. Warranty Information

After the contract has been awarded, the County will issue the original Form of Agreement, to the successful bidder for processing. The Contractor is required to submit the 3-copies of the properly signed Form of Agreement, 1- copy each of the Performance Bond and Certificate of Insurance, time line for removal of existing Truck Scale System and the installation of the new Truck Scale System and its accessories, and 3- shop drawings concerning the removal and installation of the new Truck Scale System within a 10-working days after the contract has been awarded. If the Contractor would fail to deliver and/or submit said documents within the 10-working day time period, the County at their sole discretion, would have the option to either have the Contractor, in place of actual damages, pay to the County the fixed and agreed sum of \$250.00, for each calendar day of delay beyond the 10-working day time period until documents are submitted or terminate the contract.

30. Right to Know Law Statement:

All bidders should be aware that the County is an agency subject to the Right to Know Law. Any documents submitted should be considered as subject to potential public disclosure once the bid is awarded. In addition, the County will post information regarding the successful bid on the County website.

31. Contractors or Manufacturers Additional Terms and Conditions

A bidder shall not include additional terms and conditions within his or her bid. The County reserves the right to reject additional terms and conditions submitted with a bid, and to accept the bid as if said terms and conditions were not included within the bid, at the sole discretion of the County. The County also reserves the right to disqualify any bid, in whole or in part, based on a bid including additional terms and conditions. In the event a contract is awarded to a bidder who included additional terms and conditions within his or her bid, the terms and conditions of the County's bid request documentation shall control where in conflict with terms and conditions submitted within the bid.

32. Responsibilities of the Contractor in Regard to Labor Standards and Prevailing Wages Listing for the 2019 Recycling Truck Scale System Rebuild Project:

The following two pages (LS-1 and LS-2) indicate the Contractor's responsibilities with regard to labor standards as required by the Pennsylvania Department of Labor and Industry. These requirements are incorporated into and made a part of the Contract Documents. Also attached are the weekly payroll forms that are required to be completed by the Contractor and submitted weekly to the County.

SECTION LS RESPONSIBILITIES OF THE CONTRACTOR IN REGARD TO LABOR STANDARDS

- a. All mechanics and laborers employed at the site of the work by the Contractor and subcontractors must be paid at least once a week without deductions or rebates except as may be required by Federal, State, or Local statutes or ordinances and except as otherwise provided herein. Deductions are permissible for bona fide prepayment of wages provided the employee is not charged interest or required to accept a discount. Deductions are also permissible when made pursuant to a court process if the deduction is not in favor of the Contractor, Subcontractor, or affiliated person and there is no collaboration or collusion. A copy of the court process shall be furnished to the Owner by the Contractor.
- b. Other deductions are permissible as described in Section 3.5 of the Anti-Kickback Regulations provided an application is filed with the Secretary of Labor and, in the case of deductions under Section 3.5 (d), prior written permission is obtained from the Secretary of Labor. Payrolls are not approvable where deductions other than those described under a above are made except where an application has been filed and a copy thereof furnished to the Owner, and in those instances in which the approval of the Secretary of Labor is required by Section 3.5 (d), a copy of the application and approval of the Secretary of Labor is furnished to the Owner by the Contractor or Subcontractor. A copy of each application and approval shall be filed with the payrolls by the Owner.
- c. The Contractor and Subcontractors shall pay each employee in the full amount earned, less approved deductions at the time of payment, computed at not less than the rate established for the particular trade classification in the Wage Schedule and in accordance with the overtime compensation stipulations regardless of any contractual relations which may be alleged to exist between the Contractor or Subcontractor and the employee.
- d. A legible copy of the Wage Schedule and any modifications thereof must be posted and maintained by the Contractor in a prominent place on the site where it can be easily seen by the employee.
- e. In the event of a violation of the Labor Standards provisions of the contract by the Contractor or a Subcontractor, the Owner may, after notice to the Contractor, suspend further payments or proceed to terminate the contract as provided in the Labor Standards section of the contract.
- f. Payroll records shall be kept by the Contractor and Subcontractor and shall contain the name and address of each employee, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Contractors are requested to use Payroll Form WH 347 to furnish the required information to the Owner. These forms contain the proper entry columns and the statement and certificate required and is available from the Government Printing Office, Washington, D.C. The Contractor and all Subcontractors shall certify that:

"The fringe benefits set forth in the Schedule of Prevailing Wage rates have been paid in cash or have been or will be paid to the appropriate fund."

g. The payrolls of the Contractor and each Subcontractor must be certified as follows:

"I certify that the payroll is correct and complete, that the wage rates contained therein are not less than the applicable rates contained in the Schedule of Prevailing Wage Rates and that the classification set forth for each laborer or mechanic conforms with the work he performs.

(Contractor)	(Subcontractor)
	(Signature)
	(Title)

- h. No classification of laborer or mechanic, other than those designated in the Wage Schedule for the project, shall be employed by the Contractor or Subcontractor. In the event that the classifications are required for classes of laborers and mechanics not listed in the Wage Schedule, a supplement Wage Schedule will be obtained by the Owner.
- i. The Contractor and Subcontractors shall register apprentices in a bona fide Apprenticeship Training Program registered with a State Apprenticeship Council recognized by the Federal Committee on Apprenticeship or in a program registered with the Bureau of Apprenticeship, Department of Labor. The Contractor and Subcontractors shall submit evidence of registration to the Owner for each individual apprentice, prior to employment on the project.
- j. The Contractor must submit a certified copy of all payrolls, weekly, including those of each Subcontractor, to the Owner. The Certified Payrolls of the Contractor and each Subcontractor shall be accompanied by the Anti-Kickback Statement described under Section 3.3(b) of the Anti-Kickback Regulations.
- k. The Contractor shall make employment records available for inspection by authorized Representatives of the Department of Labor and will permit employees to be interviewed during working hours by these representatives. Payroll records shall be maintained during the course of the work by the Contractor, including a copy of the payroll of each Subcontractor, and they shall be preserved for a period of three years thereafter.
- 1. The Contractor shall include the Wage Schedule, Labor Standards provisions, and the Anti-Kickback Regulations in all subcontracts.
- m. Prior to a State inspection and at the request of the Owner, each Contractor employing mechanics and laborers at the site of work must execute the following certificate: Payment cannot be made unless this certificate is on file with the Owner.

LLC-25 3-98

WEEKLY PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS

												EMPLOYEE NAME		PAYROLL NUMBER	ADDRESS	CONTRACTOR	Contractor or
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THIS SIDE MUST BE COMPLETED ON FIRST AND LAST SUBMISSIONS ONLY.

*FRINGE BENEFITS EXPLANATION (FB): Bona fide benefits contribution, except those required by Federal or State Law (unemployment tax, workers' compensation, income taxes, etc.) Please specify the type of benefits provided and contributions per hour: Medical or hospital care ______ Pension or retirement 3) Life Insurance ___ Disability Vacation, holiday 6) Other (please specify) ____ CERTIFIED STATEMENT OF COMPLIANCE 1. The undersigned, having executed a contract with _ (AWARDING AGENCY, CONTRACTOR OR SUBCONTRACTOR) _ for the construction of the above-identified project, acknowledges that: (a) The prevailing wage requirements and the predetermined rates are included in the aforesaid contract. (b) Correction of any infractions of the aforesaid conditions is the contractor's or subcontractor's responsibility. It is the contractor's responsibility to include the Prevailing Wage requirements and the predetermined rates in any subcontract or lower tier subcontract for this project. 2. The undersigned certifies that: Neither he nor his firm, nor any firm, corporation or partnership in which he or his firm has an interest is debarred by the Secretary of Labor and Industry pursuant to Section 11(e) of the Pennsylvania Prevailing Wage Act, Act of August 15, 1961, P.L. 987 as amended, 43 P.S. § 165-11(e). No part of this contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation or partnership in which such subcontractor has an interest is debarred pursuant to the aforementioned 3. The undersigned certifies that: (a) The legal name and the business address of the contractor or subcontractor are: (b) The undersigned is:

a single proprietorship
a corporation organized in the state of ______ a partnership other organization (describe) (c) The name, title and address of the owner, partners or officers of the contractor/subcontractor are: NAME TITLE The willful falsification of any of the above statements may subject the contractor to civil or criminal prosecution, provided in the Pennsylvania Prevailing Wage Act of August 15, 1961 (PL. 987), as amended, August 9, 1963, 43 P.S. § 165.1 through 165.17. (SIGNATURE) (DATE) Taken, sworn and subscribed before me this ______ Day SEAL _____ A.D., 19 ____

The Bureau of Labor Law Compliance updated its Pennsylvania Building Journeyperson Laborer Notes

to clarify existing tasks performed throughout the Commonwealth. The "Building Laborer Notes"

link on the Bureau's website provides a list of those tasks that should be read in conformity

with custom and usage of the construction industry in the geographic region in which they are utilized.

Project Name: Recycling Truck Scale System Rebuild

Awarding Agency: County of Lycoming

Contract Award Date: 10/3/2019 Serial Number: 19-06661

Project Classification: Building/Highway

Determination Date: 9/4/2019

County: Lycoming **Assigned Field Office:** Scranton

Field Office Phone Number: (570)963-4577 Toll Free Phone Number: (877)214-3962

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Contractor Craft	Hourly			Effective	Expiration
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Asbestos & Insulation Workers	\$34.48	\$18.52	\$53.00	07/01/2016	
Asbestos & Insulation Workers	\$34.83	\$19.17	\$54.00	07/01/2018	
Asbestos & Insulation Workers	\$35.33	\$19.67	\$55.00	07/01/2019	
Boilermaker (Commercial, Institutional, and Minor Repair Work)	\$28.52	\$18.22	\$46.74	03/01/2017	
Boilermaker (Commercial, Institutional, and Minor Repair Work)	\$29.52	\$18.22	\$47.74	03/01/2018	
Boilermaker (Commercial, Institutional, and Minor Repair Work)	\$29.26	\$18.48	\$47.74	01/01/2019	
Boilermakers	\$46.26	\$33.36	\$79.62	01/01/2018	
Boilermakers	\$45.89	\$33.73	\$79.62	03/01/2018	
Boilermakers	\$45.51	\$34.11	\$79.62	01/01/2019	
Boilermakers	\$47.21	\$34.11	\$81.32	08/01/2019	
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	\$32.77	\$16.34	\$49.11	05/01/2017	
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	\$33.16	\$16.75	\$49.91	05/01/2018	

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Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	\$33.63	\$17.18	\$50.81	05/01/2019	
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	\$34.17	\$17.64	\$51.81	05/01/2020	
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	\$34.78	\$18.13	\$52.91	05/01/2021	
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	\$28.88	\$15.75	\$44.63	06/01/2017	
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	\$29.53	\$16.20	\$45.73	06/01/2018	
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	\$30.18	\$16.65	\$46.83	06/01/2019	
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	\$30.88	\$17.10	\$47.98	06/01/2020	
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	\$31.77	\$17.41	\$49.18	06/01/2021	
Cement Finishers	\$32.43	\$11.35	\$43.78	06/01/2016	
Cement Masons	\$33.43	\$12.50	\$45.93	06/01/2018	05/31/2021
Cement Masons	\$34.08	\$13.00	\$47.08	05/01/2019	
Drywall Finisher	\$27.81	\$18.17	\$45.98	05/01/2017	
Drywall Finisher	\$28.61	\$20.04	\$48.65	05/01/2019	
Electricians	\$31.62	\$18.81	\$50.43	06/01/2017	
Electricians	\$32.27	\$19.38	\$51.65	06/01/2018	
Electricians	\$32.76	\$20.45	\$53.21	06/01/2019	05/31/2020
Electricians	\$33.28	\$21.52	\$54.80	06/01/2020	05/31/2021
Electricians	\$33.86	\$22.59	\$56.45	06/01/2021	
Elevator Constructor	\$43.98	\$31.89	\$75.87	01/01/2017	
Elevator Constructor	\$45.35	\$33.00	\$78.35	01/01/2018	
Glazier	\$29.02	\$15.51	\$44.53	05/01/2016	
Glazier	\$29.57	\$17.36	\$46.93	05/01/2019	04/30/2020
Glazier	\$29.57	\$18.36	\$47.93	05/01/2020	04/30/2021
Glazier	\$29.57	\$19.36	\$48.93	05/01/2021	
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	\$31.33	\$28.42	\$59.75	07/01/2017	
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	\$32.53			07/01/2018	
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	\$32.76			07/01/2019	
Laborers (Class 01 - See notes)	\$20.87	\$13.33	\$34.20	05/01/2017	

Laborers (Class 01 - See notes)	\$21.32	\$13.93	\$35.25	05/01/2018	
Laborers (Class 01 - See notes)	\$21.77	\$14.63	\$36.40	05/01/2019	
Laborers (Class 01 - See notes)	\$22.22	\$15.13	\$37.35	05/01/2020	
Laborers (Class 02 - See notes)	\$22.87	\$13.33	\$36.20	05/01/2017	
Laborers (Class 02 - See notes)	\$23.32	\$13.93	\$37.25	05/01/2018	
Laborers (Class 02 - See notes)	\$23.77	\$14.63	\$38.40	05/01/2019	
Laborers (Class 02 - See notes)	\$24.22	\$15.13	\$39.35	05/01/2020	
Laborers (Class 03 - See notes)	\$24.31	\$13.62	\$37.93	05/01/2017	
Laborers (Class 03 - See notes)	\$24.81	\$14.22	\$39.03	05/01/2018	
Laborers (Class 03 - See notes)	\$25.36	\$14.82	\$40.18	05/01/2019	
Laborers (Class 03 - See notes)	\$24.22	\$15.13	\$39.35	05/01/2020	
Laborers (Class 04 - See notes)	\$25.81	\$13.62	\$39.43	05/01/2017	
Laborers (Class 04 - See notes)	\$26.31	\$14.22	\$40.53	05/01/2018	
Laborers (Class 04 - See notes)	\$26.86	\$14.82	\$41.68	05/01/2019	
Laborers (Class 04 - See notes)	\$24.22	\$15.13	\$39.35	05/01/2020	
Laborers (Class 05 - See notes)	\$26.31	\$13.62	\$39.93	05/01/2017	
Laborers (Class 05 - See notes)	\$26.81	\$14.22	\$41.03	05/01/2018	04/30/2019
Laborers (Class 05 - See notes)	\$27.36	\$14.82	\$42.18	05/01/2019	04/30/2020
Laborers (Class 05 - See notes)	\$24.22	\$15.13	\$39.35	05/01/2020	
Laborers (Class 06 - See notes)	\$22.87	\$13.33	\$36.20	05/01/2017	
Laborers (Class 06 - See notes)	\$23.32	\$13.93	\$37.25	05/01/2018	04/30/2019
Laborers (Class 06 - See notes)	\$23.77	\$14.63	\$38.40	05/01/2019	
Laborers (Class 06 - See notes)	\$24.22	\$15.13	\$39.35	05/01/2020	
Marble Mason	\$29.27	\$15.62	\$44.89	05/01/2017	
Marble Mason	\$29.88	\$16.01	\$45.89	05/01/2018	
Marble Mason	\$30.46	\$16.43	\$46.89	05/01/2019	
Marble Mason	\$31.02	\$16.87	\$47.89	05/01/2020	
Marble Mason	\$31.55	\$17.34	\$48.89	05/01/2021	
Millwright	\$33.79	\$18.16	\$51.95	05/01/2017	
Millwright	\$34.41	\$18.64	\$53.05	05/01/2018	04/30/2019
Millwright	\$35.30	\$18.90	\$54.20	05/01/2019	04/30/2020
Millwright	\$36.04	\$19.31	\$55.35	05/01/2020	
Operators (Building, Class 01 - See Notes)	\$35.24	\$24.58	\$59.82	05/01/2017	
Operators (Building, Class 01 - See Notes)	\$36.78	\$25.03	\$61.81	05/01/2018	
Operators (Building, Class 01 - See Notes)	\$38.32	\$25.49	\$63.81	05/01/2019	
Operators (Building, Class 01 - See Notes)	\$39.87	\$25.94	\$65.81	05/01/2020	
Operators (Building, Class 01 - See	\$41.41	\$26.40	\$67.81	05/01/2021	
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Notes)							
Operators Notes)	(Building,	Class 01A - See	\$37.49	\$25.23	\$62.72	05/01/2017	
Operators Notes)	(Building,	Class 01A - See	\$39.03	\$25.69	\$64.72	05/01/2018	
Operators Notes)	(Building,	Class 01A - See	\$40.57	\$26.15	\$66.72	05/01/2019	
Operators Notes)	(Building,	Class 01A - See	\$42.12	\$26.60	\$68.72	05/01/2020	
Operators Notes)	(Building,	Class 01A - See	\$43.66	\$27.06	\$70.72	05/01/2021	
Operators Notes)	(Building,	Class 02 - See	\$34.96	\$24.49	\$59.45	05/01/2017	
Operators Notes)	(Building,	Class 02 - See	\$36.50	\$24.95	\$61.45	05/01/2018	
Operators Notes)	(Building,	Class 02 - See	\$38.05	\$25.39	\$63.44	05/01/2019	
Operators Notes)	(Building,	Class 02 - See	\$39.59	\$25.84	\$65.43	05/01/2020	
Operators Notes)	(Building,	Class 02 - See	\$41.13	\$26.30	\$67.43	05/01/2021	
Operators Notes)	(Building,	Class 02A - See	\$37.21	\$25.16	\$62.37	05/01/2017	
Operators Notes)	(Building,	Class 02A - See	\$38.75	\$25.61	\$64.36	05/01/2018	
Operators Notes)	(Building,	Class 02A - See	\$40.30	\$26.06	\$66.36	05/01/2019	
Operators Notes)	(Building,	Class 02A - See	\$43.38	\$26.98	\$70.36	05/01/2021	
Operators Notes)	(Building,	Class 03 - See	\$32.23	\$23.68	\$55.91	05/01/2017	
Operators Notes)	(Building,	Class 03 - See	\$33.78	\$24.12	\$57.90	05/01/2018	
Operators Notes)	(Building,	Class 03 - See	\$35.32	\$24.59	\$59.91	05/01/2019	
Operators Notes)	(Building,	Class 03 - See	\$36.86	\$25.05	\$61.91	05/01/2020	
Operators Notes)	(Building,	Class 03 - See	\$38.41	\$25.50	\$63.91	05/01/2021	
Operators Notes)	(Building,	Class 04 - See	\$30.33	\$22.12	\$52.45	05/01/2017	
Operators Notes)	(Building,	Class 04 - See	\$32.63	\$23.80	\$56.43	05/01/2018	
Operators Notes)	(Building,	Class 04 - See	\$34.17	\$24.27	\$58.44	05/01/2019	

Operators (Notes)	(Building,	Class 04 -	See	\$35.73	\$24.71	\$60.44	05/01/2020	
Operators (Notes)	(Building,	Class 04 -	See	\$37.26	\$25.18	\$62.44	05/01/2021	
Operators (Notes)	(Building,	Class 05 -	See	\$29.87	\$21.99	\$51.86	05/01/2017	
Operators (Notes)	(Building,	Class 05 -	See	\$32.18	\$23.69	\$55.87	05/01/2018	
Operators (Notes)	(Building,	Class 05 -	See	\$32.19	\$25.67	\$57.86	05/01/2019	
Operators (Notes)	(Building,	Class 05 -	See	\$35.28	\$24.59	\$59.87	05/01/2020	
Operators (Notes)	(Building,	Class 05 -	See	\$36.82	\$25.04	\$61.86	05/01/2021	
Operators (Notes)	(Building,	Class 06 -	See	\$29.00	\$21.72	\$50.72	05/01/2017	
Operators (Notes)	(Building,	Class 06 -	See	\$31.31	\$23.41	\$54.72	05/01/2018	
Operators (Notes)	(Building,	Class 06 -	See	\$32.86	\$23.86	\$56.72	05/01/2019	
Operators (Notes)	(Building,	Class 06 -	See	\$34.40	\$24.32	\$58.72	05/01/2020	
Operators (Notes)	(Building,	Class 06 -	See	\$35.95	\$24.77	\$60.72	05/01/2021	
Operators (Notes)	(Building,	Class 07A	- See	\$42.44	\$28.13	\$70.57	05/01/2017	
Operators (Notes)	(Building,	Class 07A	- See	\$44.29	\$28.68	\$72.97	05/01/2018	
Operators (Notes)	(Building,	Class 07A	- See	\$46.15	\$29.22	\$75.37	05/01/2019	
Operators (Notes)	(Building,	Class 07A	- See	\$48.00	\$29.77	\$77.77	05/01/2020	
Operators (Notes)	(Building,	Class 07A	- See	\$49.86	\$30.31	\$80.17	05/01/2021	
Operators (Notes)	(Building,	Class 07B	- See	\$42.09	\$28.03	\$70.12	05/01/2017	
Operators (Notes)	(Building,	Class 07B	- See	\$43.95	\$28.58	\$72.53	05/01/2018	
Operators (Notes)	(Building,	Class 07B	- See	\$45.80	\$29.12	\$74.92	05/01/2019	
Operators (Notes)	(Building,	Class 07B	- See	\$47.65	\$29.67	\$77.32	05/01/2020	
Operators Notes)	(Building,	Class 07B	- See	\$49.51	\$30.20	\$79.71	05/01/2021	
Painters Cla	ass 1 (see	notes)		\$27.25	\$18.17	\$45.42	05/01/2017	

Painters Class 1 (see notes)	\$28.05	\$20.04 \$48.09 05/01/2019
Painters Class 2 (see notes)	\$30.15	\$18.17 \$48.32 05/01/2017
Painters Class 2 (see notes)	\$30.95	\$20.04 \$50.99 05/01/2019
Painters Class 3 (see notes)	\$36.25	\$18.17 \$54.42 05/01/2017
Pile Driver Divers (Building, Heavy, Highway)	\$49.13	\$17.95 \$67.08 01/01/2017
Piledrivers	\$33.55	\$18.55 \$52.10 01/01/2018
Piledrivers	\$34.30	\$19.30 \$53.60 01/01/2019
Plasterers	\$32.94	\$10.92 \$43.86 06/01/2016
Plasterers	\$33.51	\$12.50 \$46.01 06/01/2018 05/31/2021
Plasterers	\$34.66	\$12.50 \$47.16 05/01/2019
Plumber/Pipefitter	\$35.82	\$24.51 \$60.33 05/01/2017
Plumber/Pipefitter	\$36.87	\$25.26 \$62.13 05/01/2018
Plumber/Pipefitter	\$37.52	\$26.41 \$63.93 05/01/2019
Roofers	\$27.50	\$19.08 \$46.58 06/01/2017
Roofers	\$29.50	\$19.81 \$49.31 05/01/2019
Sheet Metal Workers	\$30.61	\$22.95 \$53.56 05/01/2017
Sheet Metal Workers	\$30.63	\$23.73 \$54.36 05/01/2018
Sheet Metal Workers	\$30.79	\$25.07 \$55.86 05/01/2019
Sprinklerfitters	\$37.40	\$21.74 \$59.14 04/01/2017
Sprinklerfitters	\$38.80	\$22.74 \$61.54 04/01/2018
Terrazzo Finisher	\$31.64	\$15.62 \$47.26 05/01/2017
Terrazzo Finisher	\$32.35	\$15.91 \$48.26 05/01/2018
Terrazzo Finisher	\$33.04	\$16.22 \$49.26 05/01/2019
Terrazzo Setter	\$30.63	\$18.85 \$49.48 05/01/2017
Terrazzo Setter	\$31.23	\$19.25 \$50.48 05/01/2018
Terrazzo Setter	\$31.81	\$19.67 \$51.48 05/01/2019
Tile & Marble Finisher	\$26.89	\$13.86 \$40.75 05/01/2017
Tile & Marble Finisher	\$27.60	\$14.15 \$41.75 05/01/2018
Tile & Marble Finisher	\$28.29	\$14.46 \$42.75 05/01/2019
Tile & Marble Finisher	\$28.96	\$14.79 \$43.75 05/01/2020
Tile & Marble Finisher	\$29.61	\$15.14 \$44.75 05/01/2021
Tile Setter	\$29.27	\$15.62 \$44.89 05/01/2017
Tile Setter	\$29.88	\$16.01 \$45.89 05/01/2018
Tile Setter	\$30.46	\$16.43 \$46.89 05/01/2019
Tile Setter	\$31.02	\$16.87 \$47.89 05/01/2020
Tile Setter	\$31.55	\$17.34 \$48.89 05/01/2021
Truckdriver class 1(see notes)	\$34.47	\$0.00 \$34.47 05/01/2017
Truckdriver class 1(see notes)	\$35.32	\$0.00 \$35.32 05/01/2018
Truckdriver class 1(see notes)	\$36.12	\$0.00 \$36.12 05/01/2019

Truckdriver class 2 (see notes)	\$34.54	\$0.00	\$34.54	05/01/2017	
Truckdriver class 2 (see notes)	\$35.39	\$0.00	\$35.39	05/01/2018	
Truckdriver class 2 (see notes)	\$36.19	\$0.00	\$36.19	05/01/2019	
Truckdriver class 3 (see notes)	\$35.03	\$0.00	\$35.03	05/01/2017	
Truckdriver class 3 (see notes)	\$35.88	\$0.00	\$35.88	05/01/2018	
Truckdriver class 3 (see notes)	\$36.68	\$0.00	\$36.68	05/01/2019	

Heavy	/Highway		
Find:	Select	▼	<u>S</u> earch
			View All

If you cannot find a classification under Heavy/Highway, please refer to the Building classifications

Search returned 178 record(s)

Contractor Craft	Hourly				Expiration
		<u>Benefits</u>		<u>Date</u>	<u>Date</u>
Carpenter	\$30.75	\$15.96	\$46.71	05/01/2018	
Carpenter	\$31.51	\$16.55	\$48.06	05/01/2019	
Carpenter	\$32.22	\$17.19	\$49.41	05/01/2020	
Carpenter	\$33.12	\$17.74	\$50.86	05/01/2021	
Carpenters	\$30.12	\$15.34	\$45.46	05/01/2017	
Cement Finishers	\$32.43	\$11.35	\$43.78	06/01/2016	
Cement Finishers	\$32.43	\$11.35	\$43.78	06/01/2016	
Electric Lineman	\$55.43	\$22.48	\$77.91	01/01/2018	
Iron Workers	\$30.02	\$29.42	\$59.44	01/01/2017	
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	\$31.33	\$28.42	\$59.75	07/01/2017	
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	\$32.53	\$28.42	\$60.95	07/01/2018	
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	\$32.76	\$29.88	\$62.64	07/01/2019	
Laborers (Class 01 - See notes)	\$19.81	\$15.79	\$35.60	05/01/2016	
Laborers (Class 01 - See notes)	\$20.36	\$16.29	\$36.65	05/01/2017	
Laborers (Class 01 - See notes)	\$20.96	\$16.79	\$37.75	05/01/2018	
Laborers (Class 01 - See notes)	\$21.61	\$17.29	\$38.90	05/01/2019	
Laborers (Class 02 - See notes)	\$26.43	\$15.79	\$42.22	05/01/2016	
Laborers (Class 02 - See notes)	\$26.98	\$16.29	\$43.27	05/01/2017	
Laborers (Class 02 - See notes)	\$27.58	\$16.79	\$44.37	05/01/2018	
Laborers (Class 02 - See notes)	\$28.23	\$17.29	\$45.52	05/01/2019	
Laborers (Class 03 - See notes)	\$23.42	\$15.79	\$39.21	05/01/2016	

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Laborers (Class 03 - See notes)	\$23.97	
Laborers (Class 03 - See notes)	\$24.57	
Laborers (Class 03 - See notes)	\$25.22	
Laborers (Class 04 - See notes)	\$23.77	\$15.79 \$39.56 05/01/2016
Laborers (Class 04 - See notes)	\$24.32	\$16.29 \$40.61 05/01/2017
Laborers (Class 04 - See notes)	\$24.92	\$16.79 \$41.71 05/01/2018
Laborers (Class 04 - See notes)	\$25.57	\$17.29 \$42.86 05/01/2019
Laborers (Class 05 - See notes)	\$24.44	\$15.79 \$40.23 05/01/2016
Laborers (Class 05 - See notes)	\$24.99	\$16.29 \$41.28 05/01/2017
Laborers (Class 05 - See notes)	\$25.59	\$16.79 \$42.38 05/01/2018
Laborers (Class 05 - See notes)	\$26.24	\$17.29 \$43.53 05/01/2019
Laborers (Class 06 - See notes)	\$23.86	\$15.79 \$39.65 05/01/2016
Laborers (Class 06 - See notes)	\$24.41	\$16.29 \$40.70 05/01/2017
Laborers (Class 06 - See notes)	\$25.01	\$16.79 \$41.80 05/01/2018
Laborers (Class 06 - See notes)	\$25.66	\$17.29 \$42.95 05/01/2019
Laborers (Class 07 - See notes)	\$24.15	\$15.79 \$39.94 05/01/2016
Laborers (Class 07 - See notes)	\$24.70	\$16.29 \$40.99 05/01/2017
Laborers (Class 07 - See notes)	\$25.30	\$16.79 \$42.09 05/01/2018
Laborers (Class 07 - See notes)	\$25.95	\$17.29 \$43.24 05/01/2019
Laborers (Class 08 - See notes)	\$24.63	\$15.79 \$40.42 05/01/2016
Laborers (Class 08 - See notes)	\$25.18	\$16.29 \$41.47 05/01/2017
Laborers (Class 08 - See notes)	\$25.78	\$16.79 \$42.57 05/01/2018
Laborers (Class 08 - See notes)	\$26.43	\$17.29 \$43.72 05/01/2019
Operators (Building/Heavy, Class 01 - See Notes)	\$32.16	\$22.64 \$54.80 05/01/2016
Operators (Building/Heavy, Class 01 - See Notes)	\$33.80	\$24.16 \$57.96 05/01/2017
Operators (Building/Heavy, Class 01 - See Notes)	\$35.35	\$24.61 \$59.96 05/01/2018
Operators (Building/Heavy, Class 01 - See Notes)	\$36.90	\$25.06 \$61.96 05/01/2019
Operators (Building/Heavy, Class 01 - See Notes)	\$38.44	\$25.52 \$63.96 05/01/2020
Operators (Building/Heavy, Class 01 - See Notes)	\$39.98	\$25.97 \$65.95 05/01/2021
Operators (Building/Heavy, Class 01a - See Notes)	\$36.05	\$24.82 \$60.87 05/01/2017
Operators (Building/Heavy, Class 01a - See Notes)	\$37.60	\$25.27 \$62.87 05/01/2018
Operators (Building/Heavy, Class 01a - See Notes)	\$39.14	\$25.73 \$64.87 05/01/2019
Operators (Building/Heavy, Class 01a - See Notes)	\$40.69	\$26.19 \$66.88 05/01/2020

\$26.64 \$68.88 05/01/2021
\$24.07 \$57.59 05/01/2017
\$24.52 \$59.59 05/01/2018
\$24.98 \$61.59 05/01/2019
\$25.44 \$63.60 05/01/2020
\$25.89 \$65.59 05/01/2021
\$24.72 \$60.50 05/01/2017
\$25.19 \$62.51 05/01/2018
\$25.64 \$64.51 05/01/2019
\$26.10 \$66.51 05/01/2020
\$26.56 \$68.51 05/01/2021
\$23.21 \$53.81 05/01/2017
\$23.66 \$55.81 05/01/2018
\$25.66 \$57.81 05/01/2019
\$24.57 \$59.80 05/01/2020
\$25.03 \$61.81 05/01/2021
\$22.88 \$52.35 05/01/2017
\$23.32 \$54.33 05/01/2018
\$25.33 \$56.34 05/01/2019
\$24.11 \$57.76 05/01/2020
\$24.69 \$60.33 05/01/2021
\$22.74 \$51.76 05/01/2017
\$23.20 \$53.76 05/01/2018

Operators (Building/Heavy, Class 05 - See Notes)	\$32.11	\$23.65	\$55.76	05/01/2019	
Operators (Building/Heavy, Class 05 - See Notes)	\$33.65	\$24.11	\$57.76	05/01/2020	
Operators (Building/Heavy, Class 05 - See Notes)	\$35.20	\$24.56	\$59.76	05/01/2021	
Operators (Building/Heavy, Class 06 - See Notes)	\$28.14	\$22.49	\$50.63	05/01/2017	
Operators (Building/Heavy, Class 06 - See Notes)	\$29.68	\$22.93	\$52.61	05/01/2018	
Operators (Building/Heavy, Class 06 - See Notes)	\$31.22	\$23.40	\$54.62	05/01/2019	
Operators (Building/Heavy, Class 06 - See Notes)	\$32.78	\$23.84	\$56.62	05/01/2020	
Operators (Building/Heavy, Class 06 - See Notes)	\$34.31	\$24.31	\$58.62	05/01/2021	
Operators (Heavy, Class 07A - See Notes)	\$40.73	\$27.63	\$68.36	05/01/2017	
Operators (Heavy, Class 07A - See Notes)	\$42.58	\$28.18	\$70.76	05/01/2018	
Operators (Heavy, Class 07A - See Notes)	\$44.43	\$28.73	\$73.16	05/01/2019	
Operators (Heavy, Class 07A - See Notes)	\$46.28	\$29.27	\$75.55	05/01/2020	
Operators (Heavy, Class 07A - See Notes)	\$48.14	\$29.83	\$77.97	05/01/2021	
Operators (Heavy, Class 07B - See Notes)	\$40.38	\$27.53	\$67.91	05/01/2017	
Operators (Heavy, Class 07B - See Notes)	\$42.23	\$28.09	\$70.32	05/01/2018	
Operators (Heavy, Class 07B - See Notes)	\$42.54	\$30.17	\$72.71	05/01/2019	
Operators (Heavy, Class 07B - See Notes)	\$45.94	\$29.17	\$75.11	05/01/2020	
Operators (Heavy, Class 07B - See Notes)	\$47.79	\$29.71	\$77.50	05/01/2021	
Operators (Highway, Class 01 - See Notes)	\$32.16	\$22.64	\$54.80	05/01/2016	
Operators (Highway, Class 01 - See Notes)	\$32.93	\$23.87	\$56.80	05/01/2017	
Operators (Highway, Class 01 - See Notes)	\$34.47	\$24.33	\$58.80	05/01/2018	
Operators (Highway, Class 01 - See Notes)	\$34.47	\$26.33	\$60.80	05/01/2019	
Operators (Highway, Class 01 - See Notes)	\$37.56	\$25.24	\$62.80	05/01/2020	
Operators (Highway, Class 01 - See Notes)	\$39.10	\$25.70	\$64.80	05/01/2021	
Operators (Highway, Class 01a - See Notes)	\$35.18	\$24.56	\$59.74	05/01/2017	
Operators (Highway, Class 01a - See Notes)	\$36.72	\$25.01	\$61.73	05/01/2018	
Operators (Highway, Class 01a - See Notes)	\$36.72	\$27.01	\$63.73	05/01/2019	

Operators (Notes)	(Highway,	Class 01a - See	\$39.81	\$25.92	\$65.73	05/01/2020	
Operators (Notes)	Highway,	Class 01a - See	\$41.35	\$26.38	\$67.73	05/01/2021	
Operators (Notes)	(Highway,	Class 02 - See	\$30.98	\$22.31	\$53.29	05/01/2016	
Operators (Notes)	(Highway,	Class 02 - See	\$31.75	\$23.53	\$55.28	05/01/2017	
Operators (Notes)	Highway,	Class 02 - See	\$33.30	\$23.98	\$57.28	05/01/2018	
Operators (Notes)	Highway,	Class 02 - See	\$33.29	\$25.99	\$59.28	05/01/2019	
Operators (Notes)	Highway,	Class 02 - See	\$36.38	\$24.90	\$61.28	05/01/2020	
Operators (Notes)	Highway,	Class 02 - See	\$37.93	\$25.35	\$63.28	05/01/2021	
Operators (Notes)	Highway,	Class 03 - See	\$30.28	\$22.10	\$52.38	05/01/2016	
Operators (Notes)	Highway,	Class 03 - See	\$31.06	\$23.32	\$54.38	05/01/2017	
Operators (Notes)	Highway,	Class 03 - See	\$32.59	\$23.80	\$56.39	05/01/2018	
Operators (Notes)	Highway,	Class 03 - See	\$32.59	\$25.79	\$58.38	05/01/2019	
Operators (Notes)	Highway,	Class 03 - See	\$35.69	\$24.69	\$60.38	05/01/2020	
Operators (Notes)	Highway,	Class 03 - See	\$37.23	\$25.16	\$62.39	05/01/2021	
Operators (Notes)	Highway,	Class 04 - See	\$29.82	\$21.98	\$51.80	05/01/2016	
Operators (Notes)	Highway,	Class 04 - See	\$30.60	\$23.20	\$53.80	05/01/2017	
Operators (Notes)	Highway,	Class 04 - See	\$32.14	\$23.66	\$55.80	05/01/2018	
Operators (Notes)	(Highway,	Class 04 - See	\$32.14	\$25.66	\$57.80	05/01/2019	
Operators (Notes)	Highway,	Class 04 - See	\$35.23	\$24.57	\$59.80	05/01/2020	
Operators (Notes)	Highway,	Class 04 - See	\$36.77	\$25.03	\$61.80	05/01/2021	
Operators (Notes)	Highway,	Class 05 - See	\$29.31	\$21.83	\$51.14	05/01/2016	
Operators (Notes)	Highway,	Class 05 - See	\$30.08	\$23.06	\$53.14	05/01/2017	
Operators (Notes)	Highway,	Class 05 - See	\$31.63	\$23.51	\$55.14	05/01/2018	

Operators (Notes)	(Highway,	Class 05 - See	\$31.63	\$25.51	\$57.14	05/01/2019	
Operators (Notes)	(Highway,	Class 05 - See	\$34.72	\$24.42	\$59.14	05/01/2020	
Operators (Notes)	(Highway,	Class 05 - See	\$36.26	\$24.87	\$61.13	05/01/2021	
Operators (Notes)	(Highway,	Class 06 - See	\$32.40	\$22.70	\$55.10	05/01/2016	
Operators (Notes)	(Highway,	Class 06 - See	\$33.17	\$23.94	\$57.11	05/01/2017	
Operators (Notes)	(Highway,	Class 06 - See	\$34.71	\$24.39	\$59.10	05/01/2018	
Operators (Notes)	(Highway,	Class 06 - See	\$34.71	\$26.39	\$61.10	05/01/2019	
Operators (Notes)	(Highway,	Class 06 - See	\$37.79	\$25.30	\$63.09	05/01/2020	
Operators (Notes)	(Highway,	Class 06 - See	\$39.33	\$25.78	\$65.11	05/01/2021	
Operators (Notes)	(Highway,	Class 06/A - See	\$34.65	\$23.36	\$58.01	05/01/2016	
Operators (Notes)	(Highway,	Class 06/A - See	\$35.42	\$24.59	\$60.01	05/01/2017	
Operators (Notes)	(Highway,	Class 06/A - See	\$36.96	\$25.05	\$62.01	05/01/2018	
Operators (Notes)	(Highway,	Class 06/A - See	\$36.96	\$27.05	\$64.01	05/01/2019	
Operators (Notes)	(Highway,	Class 06/A - See	\$40.04	\$25.97	\$66.01	05/01/2020	
Operators (Notes)	(Highway,	Class 06/A - See	\$41.58	\$26.43	\$68.01	05/01/2021	
Operators (Notes)	(Highway,	Class 07/A - See	\$38.56	\$25.99	\$64.55	05/01/2016	
Operators (Notes)	(Highway,	Class 07/A - See	\$39.66	\$27.31	\$66.97	05/01/2017	
Operators (Notes)	(Highway,	Class 07/A - See	\$41.52	\$27.84	\$69.36	05/01/2018	
Operators (Notes)	(Highway,	Class 07/A - See	\$41.82	\$29.95	\$71.77	05/01/2019	
Operators (Notes)	(Highway,	Class 07/A - See	\$45.23	\$28.94	\$74.17	05/01/2020	
Operators (Notes)	(Highway,	Class 07/A - See	\$47.08	\$29.49	\$76.57	05/01/2021	
Operators (Notes)	(Highway,	Class 07/B - See	\$37.17	\$25.57	\$62.74	05/01/2016	
Operators (Notes)	(Highway,	Class 07/B - See	\$38.25	\$26.89	\$65.14	05/01/2017	

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Operators (Highway, Class 07/B - See Notes)	\$40.10	\$27.44	\$67.54	05/01/2018	
Operators (Highway, Class 07/B - See Notes)	\$40.41	\$29.53	\$69.94	05/01/2019	
Operators (Highway, Class 07/B - See Notes)	\$43.81	\$28.53	\$72.34	05/01/2020	
Operators (Highway, Class 07/B - See Notes)	\$45.66	\$29.08	\$74.74	05/01/2021	
Painters Class 3 (see notes)	\$37.05	\$20.04	\$57.09	05/01/2019	
Pile Driver Divers (Building, Heavy, Highway)	\$49.13	\$17.95	\$67.08	01/01/2017	
Piledrivers	\$32.75	\$17.95	\$50.70	01/01/2017	
Piledrivers	\$33.55	\$18.55	\$52.10	01/01/2018	
Piledrivers	\$30.75	\$15.96	\$46.71	05/01/2018	
Piledrivers	\$34.30	\$19.30	\$53.60	01/01/2019	
Piledrivers	\$31.51	\$16.55	\$48.06	05/01/2019	
Piledrivers	\$32.22	\$17.19	\$49.41	05/01/2020	
Piledrivers	\$33.12	\$17.74	\$50.86	05/01/2021	
Steamfitters (Heavy and Highway - Gas Distribution)	\$40.98	\$32.53	\$73.51	05/01/2017	
Truckdriver class 1(see notes)	\$32.57	\$0.00	\$32.57	05/01/2015	
Truckdriver class 1(see notes)	\$33.57	\$0.00	\$33.57	05/01/2016	
Truckdriver class 1(see notes)	\$34.47	\$0.00	\$34.47	05/01/2017	
Truckdriver class 1(see notes)	\$35.32	\$0.00	\$35.32	05/01/2018	
Truckdriver class 1(see notes)	\$36.12	\$0.00	\$36.12	05/01/2019	
Truckdriver class 2 (see notes)	\$33.64	\$0.00	\$33.64	05/01/2016	
Truckdriver class 2 (see notes)	\$34.54	\$0.00	\$34.54	05/01/2017	
Truckdriver class 2 (see notes)	\$35.39	\$0.00	\$35.39	05/01/2018	
Truckdriver class 2 (see notes)	\$36.19	\$0.00	\$36.19	05/01/2019	
Truckdriver class 3 (see notes)	\$33.13	\$0.00	\$33.13	05/01/2015	
Truckdriver class 3 (see notes)	\$34.13	\$0.00	\$34.13	05/01/2016	
Truckdriver class 3 (see notes)	\$35.03	\$0.00	\$35.03	05/01/2017	
Truckdriver class 3 (see notes)	\$35.88	\$0.00	\$35.88	05/01/2018	
Truckdriver class 3 (see notes)	\$36.68	\$0.00	\$36.68	05/01/2019	

The following quick link may be used to review the notes for the above listed Pre-Vailing Wages received from the Bureau of Labor Law Compliance for this project: https://www.dli.pa.gov/Individuals/Labor-Management-Relations/llc/prevailing-wage/Pages/Quick-Links.aspx

RECYCLING TRUCK SCALE SYSTEM REBUILD BID SPECIFICATIONS

GENERAL INFORMATION:

The County of Lycoming is requesting sealed bids for the rebuild of an inbound truck scale system, which is currently being used at the Lycoming County Resource Management Services Regional Resource Recovery Facility, which is located at 447 Alexander Drive, Route 15 Highway, Montgomery, PA 17752. The current truck scale system is being used primary for weighting of incoming municipal recycling items that are delivered to facility by LCRMS Trucks and outside customers.

The County requires a two week delivery notification from the Contractor prior to the delivery of the new related equipment, materials and supplies required for the completion of this project. When all of the related equipment, materials and supplies are delivered by the Contractor to the LCRMS Regional Resource Recovery Facility, the County and the Contractor will coordinate the construction time period for the removal of County's current truck scale system, and installation of the new truck scale system and its accessories. During the construction period the above-mentioned work will be scheduled during and/or after normal working hours of the County's personnel. This action will ensure that the Contractor does not hinder the daily routine of said personnel and their equipment; all work will be scheduled through the County's contact person, Brian J. Mull, Assistant Manager of Support Services. Once the Contractor begins disassembling the current truck scale system, installation of new truck scale system is required to be completed within 10 consecutive working days.

The current truck scale operates approximately 5 days each week and processes approximately 300 tons of recycling items collected per week during 5 eight hour work shifts. This new truck scale system shall be designed as a replacement system and shall be constructed and installed within the "current footprint" of the existing truck scale system. The "current footprint" will be identified by the County the time of the onsite visit by each bidder. Bidders will have the opportunity to attain measurements from the current truck scale system. These bid specifications are based upon a Fairbanks Tundra XLT Fully Electronic, Field Pour Concrete Deck Truck Scale System or equivalent. The labor rates used for this project are required according to the PA Prevailing Labor Rates as listed within this bid request.

SCOPE OF WORK:

The successful Contractor shall be required to complete, but not limited to the following work tasks; the removal of the existing inbound truck scale concrete platform and if required any other additional concrete foundation areas that may need rebuilt; along with all current electronic scale equipment and accessories. Then furnish and install (if required) any new concrete foundation areas and repair any and all existing foundation scale pit walls along with any other additional structural areas. Furnish and install new concrete scale platform decking along with new load cells, indicators, surge voltage protection system and any and all related accessories required for full operation of the new truck scale system. The furnishing, construction and installation of the new truck scale system shall be completed in conformity with the drawings, specifications,

SCOPE OF WORK CONTINUED:

engineering data, instructions and recommendations of the equipment manufacturer.

The Contractor will also be responsible for providing any and all rigging materials, cranes or other material handling equipment (as required) and personnel for the removal of the existing truck scale system and the installation of new truck scale system.

The Contractor is responsible to ensure that the new truck scale system, its electronics and its additional accessories that are furnished are required to able to connect, inter phase with and be totally compatible for operation with the County's current computers and truck scale software systems. The name of the software system is PC Scale. The Contractor is also responsible for obtaining operational certification for the new truck scale system through the PA Bureau of Weights and Measurements when placed into operation.

The County will disconnect the existing electrical feed to the existing inbound truck scale system's main electrical panel and connect the electrical feed to the new inbound truck scale system upon completion of installation and notification by Contractor. It is the responsibility of the Contractor to perform connection of all new electrical components within the new truck scale system. The first general cleaning of the existing truck scale pit and the surrounding construction area will be completed by the County after the Contractor has removed the existing truck scale concrete platform decking and all its associated equipment.

The new truck scale system is required to be manufactured, furnished, and installed by a scale company that has a minimum of 10 years' experience with the installation similar truck scale systems.

NEW TRUCK SCALE AND ACCESSORIES DESIGN:

General Description: The new Recycling Truck Scale System shall be a current Fairbanks' Tundra XLT Series, field pour concrete deck, above-grade, fully-electronic truck scale system with Intalogix Technology or equivalent, with stainless steel rocker column load cells. Scale shall be a "flat top" orthotropic design and does not require side beams above the surface of the deck. Equipment is to consist of parts designed to act as a unit by a manufacturer experienced in design, construction, manufacture of electronic components, as well as operation of equipment for the purpose required. The Truck Scale System that is listed within this bid request is required to be manufactured within the United States of America.

<u>Scale Capacity and CLC:</u> The National Type Evaluation Program (N.T.E.P.) approved scale shall have a minimum capacity of 135- tons and have a minimum concentrated load capacity (CLC) of 100,000 lbs.

NEW TRUCK SCALE SYSTEM SPECIFICATIONS CONTINUED:

Weighbridge Design: The platform decking shall be 70-feet long and 10-feet wide and be comprised of nominal 6 inch field poured on site using 4000 psi compressive strength concrete. The deck is to be lined along the bottom with corrugated steel and a reinforced rebar mat shall be set in place the length and width of the scale deck. The deck channel is to have steel studs welded to the steel to form a composite structure when the concrete is poured.

Scale deck surface shall require 3-access manholes spaced appropriately as specified by the manufacturer throughout the concrete deck surface to allow access for servicing of load cells, junction boxes and also allow for scale pit cleaning.

The maximum deflection for legal highway loads shall not exceed 1/1100th of span and the bending stress in any member shall not exceed 20,000 psi at the rated CLC of 80,000 lbs.

<u>Scales System Checking</u>: The scale shall utilize longitudinal and lateral bumper checking. The scale shall be completely self-checking. No check rods or flexure checking plates are to be used. Checking shall be mechanically isolated from the load cell and load cell stands/base plates.

Load Cell and Controller/Junction Box Specifications: The scales system shall have a rocker column load cells. Each rocker column load cell shall have a minimum gross rated capacity of 66,000 lbs. each. The load cells shall be constructed of stainless steel and shall be completely hermetically sealed to prevent moisture from entering the cell. Load cells shall be nitrogen filled to retard internal corrosion. Load cells shall meet the following specifications:

Design	Rocker Column
Load cell construction:	
Element	420 Stainless steel
Can	304 Stainless steel
Minimum capacity:	66,000 lbs.
Maximum Height:	4.66 inches
Protection	NEMA 6P/IP69K
Excitation voltage:	4 to 24 Volts
Input resistance (ohms):	1080 +/- 10
Insulation resistance (ohms):	1080 +/- 1
Insulation resistance (megaohms):	<u>></u> 5000
Operating temperature:	40 to 203 degrees F
Safe load limit (% of Capacity)	200%
Ultimate load (% of Capacity)	300%
Minimum dead load	0
Rated Output (mV/V):	2.

NEW TRUCK SCALE SYSTEM SPECIFICATIONS CONTINUED:

NTEP Accuracy Class:	IIIL, 10,000 divisions
Temperature effect on sensitivity (%/°C):	≤± 0.0007%
Load cell material:	Stainless steel
Sealing:	Hermetically sealed;
Cable entry sealed by glass to metal header	
Protection:	NEMA 6P/IP69K
The load cell shall be provided with a shielded, 4 conductor	cable with a polyurethane
jacket. Load cell cabling shall be protected by a stainless ste	el braided armor to protect
against abrasion or rodent damage. Load cell cables must be	e hard wired to the load cell.
"Quick disconnect" load cell cable connectors on cells or on	junction boxes are not
acceptable. Each load cell shall have a guaranteed twenty five	ve year manufacturer's
warranty.	

Load cell output shall be a DC analog signal. Load cells with digital output shall not be acceptable. Each load cell shall be optically isolated via a smart sectional controller. PC boards shall be encapsulated in epoxy or similar material. A board that is not protected in this fashion is unacceptable. Furthermore, each encapsulated board shall be housed in a type 304 Stainless steel enclosure rated NEMA 4X. Access to the encapsulated board within the smart sectional controller enclosure shall be achieved without the use of tools. Bolts, screws or other hardware shall not be used to seal the smart sectional controller enclosure.

The scale shall have self-diagnostic capabilities able to identify load cell problems, failure, and predict failure before it occurs to prevent downtime. The diagnostics are to measure load cell counts (not weight) and will be used to determine reliability. Should a load cell fail, the instrumentation shall identify the specific load cell that has failed. All trouble shooting shall be done from within the scale house.

<u>Platform and Foundation Requirements</u>: The weighbridge and load cell assemblies shall be supported by a reinforced concrete pier type or full slab foundation as indicated on the manufacturer's drawings. The dimensions for the scale foundation and platform shall be as recommended by the equipment manufacturer and accepted by the Engineer. Reinforcing steel placement and structural steel embedment placement shall be performed as shown on the manufacturer's foundation drawings.

The scale manufacturer shall furnish the following items for construction of the scale platforms and pits:

- Weighbridge modules
- Longitudinal and lateral bumper checking devices
- Load cells and load cell assemblies
- Anchor bolts
- Platform and end wall painted structural steel embedment's

NEW TRUCK SCALE SYSTEM SPECIFICATIONS CONTINUED:

FAIRBANKS (FB) 6011 SCALE INSTRUMENT WITH INTALOGIX TECHNOLOGY OR EQUIVALENT:

<u>General</u>: The Scale Equipment furnished and installed under this section is required to be assembled, calibrated and placed in proper operating condition in full conformity with the wiring, specifications, engineering data, instructions and recommendations of the scale equipment manufacturer unless exceptions are noted by the Engineer for the manufacturer.

<u>General Scale Equipment Stipulations</u>: The General Scale Equipment Stipulations shall apply to all scale equipment furnished.

<u>Governing Standards:</u> The truck scale system shall have been issued a Certificate of Conformance by the National Type Evaluation Program, (N.T.E.P.) and shall conform to the following federal, state, local, and industrial standards.

- National Institute of Standards and Technology (NIST), Handbook 44, "Specifications, Tolerances, and Technical Requirements for Weighing and Measuring Devices".
- National Electrical Manufactures Associations and the National Electrical Code
- Applicable state regulations for commercial weighing devices.
- American Welding Society AWS D1.1, 2008.
- Weighbridge structural steel and structural steel embedments shall conform to ASTM A36.
- Reinforcing steel shall conform to ASTM A615, Grade 60.
- Concrete mix for scale deck shall be tested in accordance with ASTM standards for air entrainment (ASTM C231), slump (ASTM C143), temperature (ASTM C1064), and compressive strength (ASTM C39).
- Concrete flatwork for scale decking shall be placed, consolidated and finished in accordance with, and conform to the requirements of ACI 301 (American Concrete Institute). Finishing work shall be performed utilizing high-quality techniques conforming to the ACI standards as set forth in ACI CP-10 and shall be supervised by an ACI certified concrete flatwork technician.

Anchor Bolts: All anchor bolts, nuts, and washers shall be made of carbon steel or comparable, and may be plated.

Edge Grinding: Sharp projections of cut or sheared edges of ferrous metals, which are not to be welded, shall be ground as required to ensure paint adherence.

<u>Surface Preparation:</u> All ferrous metal surfaces, except stainless steel or plated steel, shall be blast cleaned in the shop in accordance with the paint manufacturers recommendations.

NEW TRUCK SCALES SYSTEM SPECIFICATIONS CONTINUED:

All mill scale, rust, and contaminants shall be completely removed before shop primer is applied. The components of each module shall be cleaned to an SSPC-SP6 finish prior to painting.

Shop Painting: All steel surfaces, except stainless steel or plated steel, shall be coated with a PPG AUE-370 high solids acrylic urethane, a two component chemically cross-linked commercial coating system. The paint system will be applied per the manufacturer's recommendations. Any additional field painting other than touchup painting of damaged surfaces should not be required.

Power Supply: Unless otherwise specified, the power supply to the equipment will be a dedicated 120 volt, single phase, 60 Hz connection. Where control voltages lower than the power supply voltage is required, suitable control power transformers shall be furnished.

Surge Voltage Protection: The scale system shall be surge and lightning protected. This protection shall include a surge protection device which plugs into a standard 115 VAC outlet. The load cells shall be optically isolated, and surge protected. The scale shall have a dual point ground rod system for the grounding of the weighbridge, power supply, and the sectional controllers. Electrical diagrams of the scale grounding and surge protection shall be supplied with submittals. The surge voltage package shall be provided as a unit and be tested and approved by the scale manufacturer.

Surge protection devices or components not designed or tested by the scale manufacturer as a unit are unacceptable.

SCALE INSTRUMENT DESIGN: The scale instrument shall be a Fairbanks Scale Model FB6011 electronic scale instrument or equivalent. The scale instrument shall be ETL listed and conform to UL STD 60950-1 and CAN/CSA 22.2 No. 60950-1-03. The scale instrument shall be N.T.E.P., approved with an Accuracy Class of III / IIL and carry a NEMA 12 rating for indoor desktop usage and include a feature a Category III Audit Trail.

SCALE INSTRUMENT HARDWARE SPECIFICATIONS: THE Processor shall be a 1 GHz Quad Core processor minimum and include a memory at 1 GB RAM minimum. The scale instrument is required to have three (3) external accessible USB 2.0 ports for connecting a QWERTY USB keyboard and USB jump drives with a dedicated 20 mA interface for interfacing with remote displays; the interface shall support both active and passive remote displays.

There shall be a minimum of four remote switch (momentary contact) inputs for providing remote Zero, Print Unit switching and Gross Net switching.

NEW TRUCK SCALES SYSTEM SPECIFICATIONS CONTINUED:

SCALE INSTRUMENT HARDWARE SPECIFICATIONS CONTINUED: The scale instrument is required to have the means to provide continuous weight data; the weight data shall be provided serially; also the scale instrument display shall be bright red, 16-segment LED with adjustable intensity and also feature a full numeric keypad; the scale instrument shall have the feature of a seven function keys for UNITS, ZERO, PRINT, TRAFFIC LIGHT CONTROLS, TARE, IN/OUT.

The scale instrument's load cell interface shall include support for FB Intalogix Technology or equivalent (digital interface for analog load cell communication). The scale instrument shall be capable of driving up to sixteen one-thousand ohm load cell or ten three hundred fifty ohm load cells.

SCALE INSTRUMENT FUNCTIONS: The scale instrument shall be a self-contained, operating unit providing a digital weight; driven by an appropriate conditioning and control circuitry. This instrument shall also provide the capability to direct print a certified weight ticket and also feature a programmable display rate with settings from 0.1 to 10 seconds in 0.1 second intervals. The scale instrument shall feature programmable Zero button setting from 0 to 100% Zero capability; the Zero button shall also have the capability to be completely disabled and must also allow for a programmable Zero band threshold to be established based on weight to facilitate a single print per weighment; other features to be included are three modes of operation; Gross – Tare – Net Mode (GTN), Inbound/Outbound Mode) In/Out), and a basic In/Out Mode (1 button weighing).

The scale instrument shall have Red and Green Traffic Light control integrated into the instrument keypad; and also have the ability to automatically control traffic lights based on the threshold weight settings, selectable time delays and transaction status; other functions to include the ability to manually control traffic lights by touching the red or green traffic light buttons on the scale instrument keypad.

The scale instrument is required to have the ability to control combination remote display and traffic light devices through a single 20 mA interface and also have the ability to automatically assign an ID to a new inbound transaction and include the support function of an alphanumeric transaction IDs by the use of a standard QWERTY USB keyboard.

The scale instrument is required to have the ability to store 100,000 individual Tare weights. Each stored Tare will include the Tare ID, Tare Weight, unit of measure, date stored and vehicle description.

NEW TRUCK SCALES SYSTEM SPECIFICATIONS CONTINUED:

SCALE INSTRUMENT FUNCTIONS CONTINUED:

The scale instrument is required to have the ability to also store 100,000 completed transactions and also have the ability to create on additional transaction based Operator prompt for capturing additional information during the transaction process; the captured data shall be available for printing on tickets and included in exported transaction data; this would include the ability to export transaction data to a USB jump drive. The transaction data shall be exportable in a CSV format without the need for a special PC software.

The scale instrument is required to have the ability to drive eight 1000 ohm load cell at a distance of 1,800 feet minimum; and also be able to visually flag identified problem load cell(s) within the diagnostic screen until the flag is manually cleared to identify intermittent problems; and also have the ability to provide the means to individually view all load cells in the scale, one at a time, to allow for proper scale system analysis.

The scale instrument shall be NTEP approved for wireless load cell communication. The scale instrument shall also have the ability to be 100% calibrated from the instrument's front panel. No calibration adjustments or trimming shall be allowed at the scale platform. The scale instrument shall also have the means to calibrate the scale by the use of the mV output of the connected load cells; this would include the ability to electronically ghost a failed load cell when equipped with the digital interface for load cell communication; with the ability to backup all configuration and calibration settings to internal storage devise and/or a USB jump drive.

The new truck scale system will comply with all County cybersecurity requirements; generally, access to the equipment must be restricted based on role, and adequate protection against hacking and virus infection must be in place. The scale instrument shall not require ethernet network connectivity to the county network. A lack of remote access via ethernet, Wi-Fi, and Bluetooth, shall be considered adequate protection against hacking and virus infection."

<u>Submittals:</u> Complete foundation and installation drawings, together with detailed specifications and data covering materials, parts, devices, and accessories forming a part of the scale equipment furnished, shall be submitted in accordance with the submittals section. Drawings shall cover all scale components, foundation details, and pier loading information necessary for the design of the scale foundation or installation. This information shall include all electrical diagrams and installation instructions for power and control wiring connections to existing computer and software systems, also furnishing all required interconnecting hardware and/or software documentation concerning the connecting of the new truck scale system to the County's existing computer and truck scales software system.

ADDITIONAL INFORMATION ITEMS:

The successful bidder will be responsible for ensuring that the new Truck Scales System and Accessory items that are being offered within their bid package, are correctly engineered, manufactured and/or fabricated and installed properly to the existing and/or new equipment within the LCRMS Regional Resource Recovery Facility. The Contractor is required to install the new Truck Scale System within the designated footprint provided by the County.

The County will not allow any major demolition or reconstruction of the existing facility's concrete floors, walls, or steel framework and outside metal sheeting without prior approval of the County. During this construction time period the Contractor will schedule all work hours for Contractor's personnel and sub-contractors at the LCRMS Regional Resource Recovery Facility. The Contractor will also have the responsibility for protecting the County's interest dealing with the buildings and property, by ensuring that only individuals that are employed directly or by subcontractors have access to the facility during the construction project at the LCRMS Regional Resource Recovery Facility. The Contractor will also ensure that their personnel and or subcontractors do not hinder or obstruct LCRMS's employees and its customers or their equipment from completing their daily work tasks while working at the LCRMS Landfill Site.

All site safety rules and regulation of the County will be followed by the Contractor and any sub-contractors personnel.

All accidents or emergency situations that occur while the Contractor is at the LCRMS Regional Resource Recovery Facility are required to be reported immediately to the County's representative and/or safety personnel.

The successful bidder is required to submit for review, 3-detailed shop drawing and materials listing for the new Truck Scale Equipment and electrical system and related Accessories, which is being offered in their bid package. The above-mentioned items are required to be submitted to the County, within 10-days after the Notice of Award is issued. The bid pricing shall include the removal of the existing Truck Scales System and Accessories and furnishing, pre-paid delivery and installation of all new equipment, systems and materials to a site designated by the County in accordance with the Contract specifications. The Contractor will also be responsible for furnishing 3-sets of as built drawings upon the completion of the New 2019 Recycling Truck Scale System Rebuild Project.

WARRANTY AND PRODUCT IDENTIFICATION INFORMATION:

The successful bidder will guarantee equipment and labor for one (1) year minimum, from date of invoice to County. Bidders are also required to submit Warranty Guarantees and Manufacturer's Product Description, Installation and Material Safety Data Sheets for the truck scale equipment and accessories being offered in BID PRICE SCHEDULE A-1. **Again, e**ach load cell shall have a guaranteed twenty five year manufacturer's warranty.

DELIVERY TIME PERIOD FOR ITEMS IN BID PRICE SCHEDULE A:

The successful bidder must submit within 10-days, with the other support paper, a time line for the removal of existing Truck Scales System and Accessories and the delivery and installation of the new Truck Scales System and Accessories at the Transfer Station Facility. Delivery of equipment, materials, supplies and all related accessories items will be F.O.B Point of Delivery, in conformance with these Procurement Documents.

EQUIPMENT TRAINING:

If required by the County, the Contractor will provide a minimum of 2- hours of on-site training on the New Truck Scale System operations for County's personnel. Preventative Maintenance and services training will also be provided by the Contractor at the time of deliver/installation, testing and startup of the new Truck Scales System and its Accessories. This training must be provided immediately following unit installation and start up (if applicable training to start no later than 1 working day after the completion of installation and startup of the new Truck Scale System.

The Contractor will also be required to coordinate a meeting with the scale manufacturer with the County's representative during startup of the new truck scale system concerning the calibration and setup of the new truck scale system to the County's computer system. The County will need at least 3- days' prior notice to ensure that ample time is given to schedule the County's scale software consultant and County employees from the Informational Services Department to attend said meeting.

MANUALS:

Two (2) sets of printed operational manuals, lubrication manuals and maintenance manuals / parts manuals will be provided to the County at the time of delivery new Truck Scale. C/Ds or other agreed upon media of manuals will be considered by the County if available.

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BID FORM

Bid for: 2019 RECYCLING TRUCK SCALE SYSTEM REBUILD PROJECT

The bid submitted to: **LYCOMING COUNTY COMMISSIONERS,** Lycoming County, Pennsylvania.

This bid is submitted by: _	
-	Name of Bidder
This bid is submitted on:	
	Date

- 1. The undersigned bidder agrees, if this bid is accepted, to enter into an agreement with the County in the form included in the Contract Documents to perform and furnish all equipment, labor, materials, services, goods, or products, hereafter referred to as "work", as specified or indicated in the Contract Documents for the bid price and within the bid times indicated in this bid and in accordance with the other terms and conditions of the Contract Documents.
- 2. Bidder accepts all of the terms and conditions of the Notice to Bidders and Instruction to Bidders, including without limitations those dealing with the disposition of bid security, if any. This bid will remain subject to acceptance for 60 days after bid opening. Bidder will sign and submit the agreement with the bonds and other documents required by the Contract Documents within 15 days after the date of the County's Notice of Award.
- 3. In submitting this Bid, Bidder represents as more fully set forth in the agreement, that:

3.1 Bidder has examined copies of all the bidding documents and of the following addenda, receipt of which is hereby acknowledged:

<u>Date</u>		<u>Number</u>
	-	
	_	
	_	

- 3.2 Bidder has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the work.
- 3.3 Bidder is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the Work.
- 3.4 Bidder has given County written notice of all conflicts, errors, and

 Ambiguities or discrepancies that Bidder has discovered in the Contract

 Documents and the written resolution thereof by the County is acceptable
 to Bidder and the Contract Documents are generally sufficient to indicate
 and convey understanding of all terms and conditions for performing and
 furnishing the Work for which the bid is submitted.
- 3.5 This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted pursuant to an agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other bidder to submit a false or sham bid; Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding; and Bidder has not sought any collusion to obtain for itself any advantage over

any other bidder or over the County.

- 4. Bidder will complete the Work for the prices contained in the Bid Price Schedule attached to this Bid Form.
- 5. The following documents are attached to and made a condition of this Bid Form:
- 5.1 Required bid security in the form of:

- 5.2 Notice to Bidders
- 5.3 Instruction to Bidders
- 5.4 Terms and Conditions
- 5.5 2019 Recycling Truck Scale System Rebuild Project, General Information Scope of Work and Bid Specifications
- 5.6 This Bid Form.
- 5.7 Non-Collusion Affidavit
- 5.8 Performance and Bid Bond
- 5.9 General Information Qualification/Experience
- 5.10 Contractors Financial Statement
- 6. Communications concerning this bid shall be addressed to:

Name: <u>Duane R. Laylon, Purchasing Agent</u>

Address: P.O. Box 187

Montgomery, PA 17752-0187

Phone: (800) 326-9571 or (570) 547-2470

Fax: (570) 547-6534

E-mail: duane.laylon@lcrms.com

BID FORM

BID FOR: 2019 RECYCLING TRUCK SCALE SYSTEM REBUILD PROJECT Bidders shall submit pricing information for each item listed. Any exceptions taken to the specifications shall be clearly indicated on an attachment to the Bid Form. The attachment shall be titled "Exceptions to the Specifications", and must numerically list the section and paragraph of the specification to which the exception is taken, reasons for the exception, and any alternate specification the Bidder is offering.

	RICE SCHEDULE FOR BASE BID:		
ITEM NO.	ITEM DESCRIPTION	UNIT	EXTENDED PRICE
A-1	Removal of existing Truck Scale System and furnishing and installation Of 1-New 2019 Recycling Truck Scale System and Accessories as per these Bid specifications at the Lycoming County Resource Management Services Regional Resource Recovery Facility. Delivery Time Period:	LUMP SUM	\$
	TOTAL PRO	JECT COST:	\$
ADDEND	OUM:		
	F BIDDER:		
	S:		
	AME:		
	IUMBER:		
	ONE NUMBER:		
E-MAIL A	ADDRESS:		
	BID WAS SUMBITTED BY VENDOR:		
DATE BI	D WAS ACCEPTED BY COUNTY FOR RE	EVIEW:	
NAME A	ND TITLE:		

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

- (A) Non-Collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania Antibid-Rigging Act, 62 PA. C.S.A., Section 4501, governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.
- (B) Non-Collusion Affidavit must be executed by the member, officer or employee of the Bidder who makes the final decision on prices and the amount quoted in the bid.
- (C) Bid rigging and other efforts to restrain competition, and the making of false sworn statement in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of the bid.
- (D) In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.
- (E) The term "complementary bid" as used in the Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
- (F) Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid.

NON-COLLUSION AFFIDAVIT

	Bid/	Contract/F	Proposal For: _		-
State of	: :				
County of	. S.S. :				
I state that I am	(Title)	of	OI CO		
and that I am authorized and officers. I am the in proposal.	I to make this Affi	idavit on b	ehalf of my fir	rm, and its ow	ners, directors,
I state that:					
(1) The price(s) without consultation, co potential proposer.	and amount of the mmunication, or a			-	•
(2) Neither the price(s) nor the approximation who is a propose opening and/or date of c	er or potential prop	nis proposa	ıl, have been d	isclosed to any	y other firm or
(3) No attempt he from proposing on this cany intentionally high or		mit a prop	osal higher tha	an this proposa	al, or to submit
(4) The proposa discussion with, or induction noncompetitive proposa		_		1	
(5)	f Contractor)	_, its affilia	ates,		
(Name of subsidiaries, officers and governmental agency and or Federal law in any judany public contract, with	d directors and em nd have not been c risdiction, involvi	nployees and convicted conspired con	re not currently or found liable racy or collusion	for any act pron with respec	ohibited by State

I state that	understands and acknowledges that the ctor)
above representations are material and in Lycoming in awarding the contract(s) for firm understands that any misstatement	ctor) mportant and will be relied on by the County of or which this proposal is submitted. I understand and my in this affidavit is and shall be treated as fraudulent ing of the true facts relating to the submission of
prohibited by State or Federal law in any respect to proposing on any public contr County of Lycoming from accepting a p may be grounds for administrative susperits rules and regulations, or may be grounds	t a person has been convicted or found liable for any act, y jurisdiction, involving conspiracy or collusion with ract within the last three years, does not prohibit the proposal form or awarding a contract to that person, but tension or debarment in the discretion of the County under ands for consideration on the question of whether the act to that person on the basis of a lack of responsibility.
Name:	
Signature:	
Title:	
Name of Contractor:	
Sworn to and subscribed before me	
this, 20	
Notary Public	_

My Commission Expires:

FORM OF AGREEMENT

THIS AGREEMENT is dated as of the _	_ day of	20	, between the COUNTY OF
LYCOMING (hereinafter called COUNT	(Y) and		, (hereinafter called
CONTRACTOR).			

COUNTY AND CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK

Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Removal of existing Truck Scale System and Accessories and the furnishing and installation of one new 2019 Recycling Truck Scale System and its Accessories, at the Lycoming County Resource Management Services Regional Resource Recovery Facility.

Article 2. CONTRACT TIME

Once the Notice to Proceed is issued, the Contractor shall furnish and deliver all equipment, materials, and supplies needed for the Rebuild of the Truck Scale System at the Lycoming County Resource Management Services Regional Resource Recovery Facility. The Contractor shall provide the County with two week notice prior to the delivery of said equipment, materials, and supplies. The County will coordinate with the Contractor the work schedule for the start date for the removal of the existing truck scale system. Once the Contractor begins disassembling the existing truck scale system, installation of the new truck scale system is required to be completed within 10-consecutive working days. The overall contract will remain active until December 31, 2019.

Article 3. CONTRACT PRICE

County shall pay Contractor for completion of the Work in accordance with Contractor's Bid, which is attached hereto.

Article 4. PAYMENT PROCEDURES

Requests for payment shall be made to Lycoming County Resource Management Services with appropriate supporting documents. County shall pay Contractor net 30 days from date of invoice unless other terms are agreed upon.

Article 5. CONTRACTOR'S REPRESENTATIONS

In order to induce County to enter into this Agreement, Contractor makes the following representations:

5.1 Contractor has examined and carefully studied the Contract Documents (including the Addenda listed in Paragraph 6) and the other related data identified in the Bidding Documents including "technical data".

FORM OF AGREEMENT CONTINUED

- 5.2 Contractor has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work.
- 5.3 Contractor is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the Work.
- 5.4 Contractor is aware of the general nature of Work to be performed by County and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.
- 5.5 Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

Article 6. CONTRACT DOCUMENTS.

The Contract Documents, which comprise the entire agreement between County and Contractor concerning the Work, consist of the following:

- 6.1 Notice to Bidders.
- 6.2 Instructions to Bidders.
- 6.3 Terms and Conditions.
- 6.4 2019 Recycling Truck Scale System Rebuild Project, General Information, Scope of Work and Bid Specifications.
- 6.5 Bid Form.
- 6.6 Non-Collusion Affidavit.
- 6.7 This Agreement (Articles 1 to 7, inclusive).
- 6.8 Bid and Performance Bonds.
- 6.9 General Information Qualifications/Experience
- 6.10 Contractor's Financial Statement

FORM OF AGREEMENT CONTINUED

There are no Contract Documents other than those listed above in this Article 6. The Contract Documents may only be amended, modified or supplemented by a written agreement between the parties.

Article 7. MISCELLANEOUS

- 7.1 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary, in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 7.2 County and Contractor each binds itself, its partners, successors, assign and legal representative to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligation contained in the Contract Documents.

COUNTY OF LYCOMING

IN WITNESS WHEREOF, County and Contractor have signed this Agreement in duplicate. One counterpart each has been delivered to County and Contractor.

	R. Jack McKernan, Chairman
ATTEST:	
Matthew A. McDermott, Chief Clerk	Tony R. Mussare, Vice Chairman
	Richard Mirabito, Secretary

If CONTRACTOR is: An Individual: ____ (SEAL) (Individual's Name) doing business as _____ Business address: _____ Phone No. ____ Witness _____ A Partnership By _____ (SEAL) (Firm Name) (General Partner) Business address: Phone No. Witness A Limited Liability Company: _____(SEAL) (Firm Name) (Authorized Member/Manager) Business address: Phone No: Witness:

A Corporation	
By	
By(Corporation Name)	
(State of Incorporation)	
By(Name of Person Authorized to Sign)	
(Name of Person Authorized to Sign)	
(Title)	
Attest(Secretary)	(SEAL)
(Secretary)	
Business address:	
Date of Qualification to do business is:	
Phone No.	
A Joint Venture	
By	
(Name)	
(Name)	
(Address)	
By(Name)	_
	_
(Address)	

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above on forms attached to this Bid Form.)

BID BOND

KNOW ALL MEN BY THESE PR	ESENTS, that we		
as Principal and			of
the City of	State of	a	corporation
existing under the laws of the State	of	and authorized to transac	et business in
the Commonwealth of Pennsylvania	a, as Surety, are held	and firmly bound unto LYC	COMING
COUNTY, Lycoming County Penn	sylvania, hereinafter	called the OBLIGEE, in the	sum of
DOLLARS, lawful money	of the United States	s of America, for the paymer	nt of which
sum well and truly to be made, we l	oind ourselves, our he	eirs, executors, administrato	rs and
successors jointly and severally, fire	mly by these presents	s.	
THE CONDITION OF THI	S OBLIGATION IS	SUCH, that whereas the Pri	ncipal has
submitted the accompanying haulin	g Bid dated	, 20, for Contract as def	fined in
"Scope of Work", under Specificati	ons of Contract Doci	uments.	

NOW THEREFORE, the condition of this Bond shall be such that if the Principal, upon due acceptance of said Proposal and award of a contract to him by the Obligee, shall execute and deliver the Agreement, shall furnish to the obliglee bonds with good and sufficient surety as may be required by the Contract Documents, and shall furnish to the Obligee proper evidence of effectiveness of insurance coverage, respectively, within the time, in the forms and in the amounts, as appropriate, required by the Contract Documents, then this Bond shall be void; otherwise this Bond shall be and shall remain in full force and effect.

The Principal and the Surety agree to pay to the Obligee the difference between the amount of said Proposal, as accepted by the Obligee, and any higher amount for which the required work shall be contracted for by the Obligee, together with any additional advertising costs, Engineer's fees, legal fees and any and all other fees and expenses incurred by the Obligee

by reason of the failure of the Principal to enter into such Agreement with the Obligee, or to furnish such Bonds, or to furnish evidence of effectiveness of such insurance coverage, Provided, however, that:

- (1) The obligation of the Surety shall not exceed the stated principal amount of this Bond; and
- (2) If the Obligee should not procure an executed contract with any other person for the performance of the work contemplated in said Proposal, as accepted by the Obligee, upon the same terms and conditions other than the price, as provided in the Contract Documents, within the period covered by the Contract Documents during which no proposals of bidders may be withdrawn, whether because of the lack of other proposals, or because of the inability or refusal of any other bidder to enter into an appropriate contract, or because of the cost under any higher proposal would be greater than the Obligee shall determine, in its sole discretion, that is can afford, then the Principal and the Surety agree to pay the Obligee the full amount of this Bond as liquidated damages.

It is the intention of the parties hereto to be legally bound by these instruments.

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

Secretary	Attorney-in-fact
ATTEST:	
	Surety
WIIIVLOS.	
WITNESS:	_
	_
	Business Address
	Partner
	r attiici
	By: Partner
	Partnership-Contractor
WITNESS:	
President	
Secretary	
Corporation-Contractor	
ATTEST:	

PERFORMANCE BOND

KNOW	ALL MEN BY THESE PRESENTS: That we	
	(Name of Contrac	
	a (Corporation, Partnership, Limited	
	(Corporation, Partnership, Limited	Liability
Co. or Individua	1)	
hereinafter calle	d "Principal" and	
	(Surety)	
called the "Sure	y", are held and firmly bound in	
	(Surety) ty", are held and firmly bound in(Owner)	
of	, hereinafter called "Owner", in the penal sum of	
		Dollars
(\$) in lawful money of the United States, for the payment of which su	um well and
	we bind ourselves, our heirs, executors, administrators and successor	
-	rmly by these presents.	
, ,, ,		
THE CC	NDITION OF THIS OBLIGATION is such that Whereas, the Principal	nal entered
	ntract with the Owner, dated the day of	
	h is hereto attached and made a part hereof:	
, a copy of white	Tio nototo utuonoa ana maao a part nototi.	

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed there under of the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such changes, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

D: 1	_	
Principal		Principal
(Principal) Secretary	_	
Ву	_(s)	
		(Address-Zip Code)
Witness as to Principal	_	
(Address-Zip Code)	_	
ATTEGT		Surety
ATTEST:		
Ву	_	Attorney-in-Fact
(Surety) Secretary	<u> </u>	
(SEAL)		
Witness as to Surety		(Address-Zip Code)
(Address-Zip Code)		

GENERAL INFORMATION - QUALIFICATIONS/EXPERIENCE

(All Owners, Principal Officers and Employees of contractors associated with this contract would be subject to background checks and drug and alcohol testing if requested by the County.)

County reserves the right to disqualify any bidder based upon inadequate or inexperienced qualifications.

	ne of Bidder:
Addı	ress:
Addı	ress of principal place of business if different from No. 2:
If bio	dder operates as an individual:
(a)	Name:
(b)	Age:
(c)	Trade name or fictitious name under which business is conducted:
	(1) Is trade or fictitious name registered:
	If so, where and when:
If bio	dder is a partnership, furnish the following information:
(a)	Date: State and County
	in which partnership was formed.
(b)	Name and business address of all present partners; including limited or silen partners in their respective interest.

6.	If bidder is a corporation, furnish the following information:					
	(a)	Date	of Incorporation:			
	(b)					
	(c)	State of Incorporation: Is Corporation registered to do business in PA:				
	(d)	If a P	If a PA Corporation, provide a good standing certificate.			
	(e)	County reserves the right to request the following:				
	(0)		(1) Copy of Articles of Incorporation and By-Laws.			
		(2)	- ·	ss and offices held by officers of company	V	
		(3)	Names and business a		<i>,</i> .	
		(4)		ddressed of the principal stockholders and	d their	
		(1)	holdings.	datessed of the principal stockholders and	a then	
	(f)	(1)	_	iability company, furnish the following		
	(1)	(1)	information:	domey company, runnish the ronowing		
		(2)	Date of Organization:			
		(3)	State of Organization:	:		
		(4).	Name and business aclimited liability compa	ddress of all members and/or managers of any	the	
		(5).	Is limited liability com	npany registered to do business in Pennsyl	Ivania	
	(g).	County reserves the right to request the following:				
		(1). (2).		f Organization and Operating Agreement ess and offices held by officers of company	y.	
7.			list the three vendors, w System for over the past	which your company has supplied, and instantistic (5) years.	alled a	
		,	VENDOR NAME	PHONE NUMBER-EMAIL ADD	DRESS	
				-		
				-		

	If Partnership:
	Name:
	Partners:
	A Limited Liability Company:
	By(Firm Name)
	(Authorized Member/Manager)
	Business address:
	Phone No:
	Witness:
	If Corporation:
	Name:
	Others:
	Name:
	Authorized Person:
ATTEST:	

If Individual:

CONTRACTOR'S FINANCIAL STATEMENT

The County may conduct financial investigations as the County deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to County's satisfaction within the prescribed time.

Therefore, if requested by the County the Bidder (s) in question would be required to submit financial documentation in the event that the County would need to verify their company's financial ability to perform and furnish the work, services, equipment, materials and supplies as described above during their review and evaluation process of the bid packages, which were received concerning this bid request.