



REQUEST FOR PROPOSALS

Owner/Developer City of Easton Police Station

Issuing Official:

Salvatore J. Panto, Jr., Mayor
1 South Third Street, Easton PA 18042
610.250.6610
spanto@easton-pa.gov

RFP Issue Date: May 11, 2015
Submission Deadline: June 1, 2015

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1. Introduction

The City of Easton is issuing this Request for Proposals to identify a qualified owner/developer, site, design and construction of a new police facility.

This RFP outlines the building's physical needs, a process to identify an owner/developer, timeline for selection, and instructions for submitting a proposal

Owner/Developers are requested to submit statements of qualification which will be review by the City of Easton. The Owner/Developer will be selected based on the criteria set forth in this packet.

2. Project Description

Building Details

Type of Building: Police Headquarters

Location: The building must be located in the City of Easton Downtown (DD) Zoning District with easy access to the city's three neighborhoods.

Terms: The City of Easton would like the proposal to include a lease-purchase plan as the optimum plan but will consider other financial terms including an outright purchase.

Site Requirements: The site requires a minimum of 50 on-site parking spaces.

Building Size: The building needs to be no less than 24,000 square feet and offer first class office space as well as locker rooms, sally port for multiple cars, indoor firing range, fitness center, etc. Please see Attachment A for suggested size and types of room required. These are suggestions only and will be used only as a guide.

3. Approvals

The City will assist the Owner/Developer in working with the Department of Planning and the Department of Codes to determine what approvals will be needed for any proposed development or redevelopment. The Departments will determine if it will be necessary to submit a land development plan and will also ensure that the use is compliant with the City's Zoning Code.

4. Owner/Developer Selection Timeline

Prior to the submission date, an interested Owner/Developer may choose to schedule a visit to view and tour the current Easton Police headquarters. Site visits can be arranged through Police Chief Carl Scalzo, at 610.250.5661 or cscalzo@easton-pa.gov and a tour will be arranged. All interested Owners/Developers who schedule a tour of the current Police headquarters will abide by all applicable rules and procedures established by the Easton Police Department for assessing the current Easton Police Department and once the individuals have been approved by the Chief of Police.

Questions related to the RFP may be submitted in writing to Mayor Sal Panto at spanto@easton-pa.gov or calling 610.250.6610. All inquiries should be made on or before June 1, 2015.

Based on a review of the received submissions by the Review Committee, the City may request interviews with one or more of the respondents. After the completion of any such interview(s), the City's Selection Team will announce the selection of the preferred Owner/Developer and a Letter of Intent, attached hereto, will be executed followed by the commencement of negotiations of the lease/purchase terms.

The City's Selection Team consists of: Mayor Sal Panto; City Administrator Glenn Steckman; Police Chief Carl Scalzo; Police Captains Scott Casterline and Davis Beitler; Finance Director Chris Heagele; and Public Works Director David Hopkins. City Solicitor William Murphy and Special Counsel Graham Simmons will also serve the city in a legal capacity.

5. Instructions for Submission

RFP packets may be obtained at 1 South Third Street, 6th Floor, Easton PA 18042. Electronic packets are available upon request to Karen Roscioli at 610.250.6610 or kroscioli@easton-pa.gov

Submit completed proposals to:
Mayor Sal Panto, Jr.
City of Easton PA 18042
1 South Third Street
Easton PA 18042

Proposals must be submitted in a sealed envelope and clearly labeled: Easton Police Facility Proposal

The City reserves the right to reject any and all submissions or to waive any formalities in the submission process. Proposals may be held by the City for a period not to exceed sixty (60) days from the date of the opening of submissions.

The submissions will be evaluated by the City Selection Committee, whose representatives will review all submissions and ultimately select that proposal offering the best package including but not limited to, financial terms, qualifications, location, ability to meet or exceed physical features identified in Attachment A.

Preference will be given to the respondents having a record of successful building ownership and property management, new construction or rehabilitation (depending on proposal), and ability to meet the City's timetable for occupancy. Women and minority-owned businesses are encouraged to apply.

Equal Opportunity. The City of Easton is an equal opportunity, affirmative action municipality that does not discriminate on the basis of race, religious creed, national origin, age, disability, color, or sex.

Governing Laws and Regulations. The successful respondent will be required to comply with all applicable local, state and federal legal requirements including, without limitation, those relating to safety, wages, the Pennsylvania Prevailing Wage Act, employment, discrimination and requirements of the Pennsylvania Third Class City Code which may include competitive bidding/procurement and preparing separate specifications for prime contractors. Furthermore, all potential owners/developers are notified that the City of Easton City Council has previously introduced and approved Resolution 179-2010 which requires a project labor stabilization agreement for all City projects exceeding \$250,000 exclusive of engineering and architectural expenses. A copy of Resolution No. 179-2010 is available from the City of Easton upon request. Furthermore, all potential owners/developers are hereby notified and will ultimately agree in any definitive legal documentation to be executed with the City of Easton to abide by any additional legal requirements and/or compliance that may be imposed as a result of any additional public monies, loans or grants obtained by the City of Easton in connection with the proposed new police facility.

6. Items Required for Submission

Please carefully review the attachments to this Request for Proposals. This information is being provided in order for the respondent to develop an accurate and detailed proposal. The submission shall contain the following:

- A. Proposal Form. Indicate the name, company name, address, phone number, and email address of the respondent (Attachment B)
- B. Project Narrative. Please provide a narrative describing the proposed building to the best of your ability at the current time. Please include photos and a description of the facility. For example, is it an adaptive re-use of an existing structure or totally new construction? Also include to the best available information you may have size, number of stories, etc. Exterior elevations would be helpful as well as a site plan depicting ingress, egress and parking spaces.
- C. Cost. Please include the proposed financial terms. Include description of a lease/purchase with years and total buyout; straight rental rate and terms and any other financial information you can provide at this time.
- D. Include any other relevant information you find important to your proposal that may not be listed here.
- E. Submission of the non-collusion affidavit and assurance of non-discrimination which are part of this RFP packet.

7. Statement of Qualifications

Each Owner/Developer shall submit a Statement of Qualifications. This statement will be utilized by the City to assess the qualifications of the Owner/Developer in making the award of this proposal.

Please identify each member of your team and their individual role and qualifications in this proposal.

Please provide a full description of the company, its history, projects and the principals.

Please provide your ability to finance the project.

	Proposed Dimensions	Sq. Ft.
Chiefs Office	25' X 16'	400
File Retention Closet	8' X 8'	64
Executive Secretary	20' X 12'	240
Mens Bathroom (ADA Complaint)	10' X 10'	100
Women's Bathroom (ADA Compliant)	10' X 10'	100
Conference Room	30' X 24'	720
Captain Admin Services	15' X 18'	270
Secure equipment retention Closet	8' X 8'	64
Captain Field Services	15' X 18'	270
Lt. and Sgt of Auxiliary Services	20' X 20"	225
File Retention Closet	8' X 8'	64
Accreditation / OPS	15' X 15'	225
Kitchen / Break Room	10' X 15'	150
Quartermaster	15' X 25'	375
Computer / IT	15' X 20'	300
CID Conference Room	30' X 24'	720
Interview - Detectives	10' X 10'	100
Interview - Detectives	10' X 10'	100
CID - Vice/Crime	40' X 20'	625
Inspector - Vice	12' X 12'	144
Inspector - Crime	12' X 12'	144
Lt. of CIS	15' X 15'	225
File Retention Closet	8' X 8'	64
Secure equipment retention Closet	8' X 8'	64
Kitchen / Break Room	20 x 20	400
Mens Bathroom (ADA Complaint)	10' X 10'	100
Women's Bathroom (ADA Compliant)	10' X 10'	100
Evidence Tagging/ Packaging	12' X 15'	180
Armory	15' X 20'	300
Kitchen / Break Room	20' X 20'	400
Ready Room	12' X 12'	144
Muster Room/Report Writing Room	20' X 20'	400
Platoon Commanders	30' X 24'	720
Lt. Of Patrol Office	12' X 12'	144
Lt. Of Patrol Office	12' X 12'	144
Patrol Supply Storage	15' X 8'	120
First Floor Interview Room	10' X 10'	100
Records	20' X 24'	480
Traffic	18' X 20'	360
Lt. of Records	15' X 15'	225
Equipment Storage	15' X 20'	300
Mens Bathroom (ADA Complaint)	10' X 10'	100
Women's Bathroom (ADA Compliant)	10' X 10'	100
Lobby	20' X 30'	600
Unisex Bathroom (ADA Complaint)	10' X 10'	100
Desk Officer Office	15' X 15'	225
Records Storage	20' X 40'	800
Sally Port	30' X 20'	600
Holding Cells/ Booking	40' X 20'	800
Juvenile Status Offender Box	20' X 20'	400
Video Monitoring Room	15' X 20'	300
Property/ Evidence Storage	50' X 50'	2500
Evidence Tagging/ Packaging	12' X 15'	180
Long Term Record Storage	20' X 20'	400
Armory	15' X 15'	225
Training Room	20' X 24'	480
Gym	40' X 25'	1000
Men's Locker Room	50' X 40'	2000
Women's Locker Room	15' X 20'	300
Smart Class/ Community Mtg Room	50' X 30'	1500
Sauna	5' X 5'	25
Firing Range	30' x 100'	3000
Gun Cleaning Room	20 X 20	400
Ammo Storage	20' X 20'	400
Parking Enforcement/ Meter storage	18' X 18'	324
Bike Unit Storage	18' X 18'	324
Motorcycle Storage	18' X 18'	324

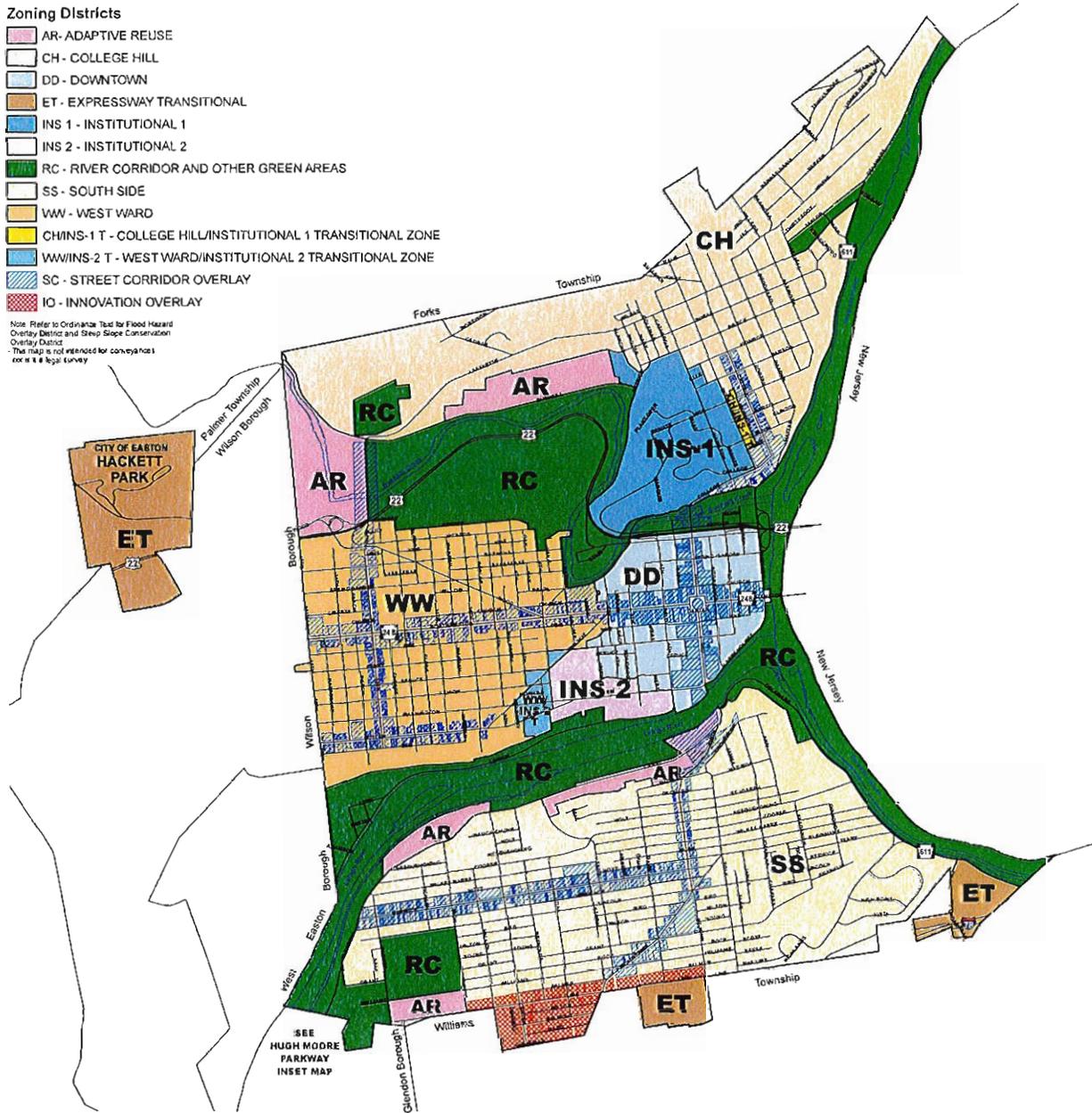
TOTAL SQUARE FEET		27777
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ZONING DISTRICT MAP

Zoning Districts

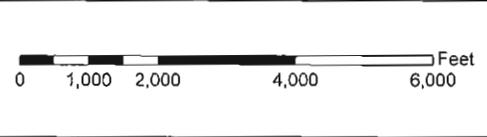
- AR- ADAPTIVE REUSE
- CH - COLLEGE HILL
- DD - DOWNTOWN
- ET - EXPRESSWAY TRANSITIONAL
- INS 1 - INSTITUTIONAL 1
- INS 2 - INSTITUTIONAL 2
- RC - RIVER CORRIDOR AND OTHER GREEN AREAS
- SS - SOUTH SIDE
- WW - WEST WARD
- CHINS-1 T - COLLEGE HILL/INSTITUTIONAL 1 TRANSITIONAL ZONE
- WW/INS-2 T - WEST WARD/INSTITUTIONAL 2 TRANSITIONAL ZONE
- SC - STREET CORRIDOR OVERLAY
- IO - INNOVATION OVERLAY

Note: Refer to Ordinance Text for Flood Hazard Overlay District and Steep Slope Construction Overlay District.
The map is not intended for conveyances nor is it a legal survey.



CITY OF EASTON

Alpha Building, One South Third Street
Easton, Pennsylvania 18042
Telephone: (610) 250-8600
Website: <http://www.easton-pa.gov>



Map Date:
April 12, 2012
Map By:
Department of Planning & Codes, City of Easton
Enacted by City Council
April 11, 2012



[LANDLORD LETTERHEAD]

(Date)

ATTN: _____

Re: Lease of _____

Dear _____:

We are prepared to proceed forward on the lease of approximately _____ square feet (the "Premises") in the building located at _____ (the "Building"). The Building, together with the underlying real estate and all appurtenant rights serving the Building shall be referred to as the "Property". I am accordingly providing you with this Letter of Intent summarizing the terms and conditions of the proposed lease.

The terms and conditions under which the Landlord contemplates leasing the Premises indicated in this LOI, and pursuant to which Tenant contemplates leasing the Premises are as follows:

Landlord: _____

Tenant: _____

Commencement: _____

Lease Term: _____ () years

Renewal Term(s): _____

Lease Structure: _____

Rent: _____

Security Deposit: _____

Contingencies: _____

Landlord Work: _____

Tenant Work: _____

Tenant ROFR: _____

Purchase Option: _____

1. **Costs:** Landlord and Tenant will each be solely responsible for and will bear all of their own respective expenses including, without limitation, expenses of legal counsel, brokers, accountants and other advisors, incurred at any time in connection with pursuing or consummating any of the definitive agreements and the transaction contemplated by this LOI.

-
2. **Confidential Information:** Landlord and Tenant acknowledge that each party will be providing access to one another's confidential information concerning the Property following the execution of this LOI. Landlord and Tenant agree to retain such information as confidential subject to the requirements of the Pennsylvania Right to Know Law. Each of the undersigned agree to keep the terms and provisions of this LOI and all information exchanged by Tenant and Landlord strictly confidential and agree that they shall not disclose such information or the terms and provisions of this LOI to any person or entity (other than to their respective counsel, directors, lenders, financial advisors or employees) or otherwise as required by applicable law. The parties acknowledge and agree that the terms and provisions of this Paragraph shall be binding on the parties and shall survive the termination of this LOI.

 3. **Exclusive Dealings:** Upon execution of this LOI, and during the pendency of negotiations among the Landlord and the Tenant for any necessary definitive lease agreement, the Landlord and Tenant (including their respective employees, directors, officers, shareholders, members, affiliates, subsidiaries, agents, family members and/or contractors) shall not, directly or indirectly, through any agent or otherwise, solicit, actively consider, initiate or encourage inquiries, proposals or offers from any other potential tenant or landlord (other than the parties themselves) relating to the leasing of space. Such exclusivity shall terminate in the event the Tenant or the Landlord terminates this LOI (or any definitive agreements, as the case may be) prior to the date a definitive lease agreement is signed by the parties. The parties acknowledge and agree that the terms and provisions of this Paragraph shall be binding on the parties and shall survive the termination of this LOI.

 4. **Governing Law:** The provisions of this LOI shall be governed and construed exclusively under the laws of the Commonwealth of Pennsylvania.

 5. **Permitted Assignment:** Landlord may assign to any entity or entities owned (in whole or in part) by Landlord any of Landlord's rights or interests (and any related obligation(s)) with respect to the contemplated transaction arising from this LOI.

 6. **Counterparts:** This LOI may be executed in one or more counterparts, each of which shall be deemed an original, but all of which will be deemed one instrument. Acceptance by facsimile shall be deemed binding.

 7. **Good Faith Negotiations:** Until this LOI is terminated as provided herein, Landlord and Tenant shall (subject to the provisions of this LOI) negotiate in good faith the terms and conditions of the definitive lease agreement to be executed, which terms and conditions must be customary for transactions of the nature contemplated hereby and acceptable to both parties. The parties agree that there shall be no legally binding agreement between Tenant and Landlord for the lease of the Premises unless and until the Tenant and the Landlord sign a definitive legal lease. If Tenant and Landlord do not execute such a lease prior to the end of _____, 2015, this LOI shall automatically terminate unless otherwise agreed in writing by the parties.

It is understood by both parties that this LOI is merely a guide to the preparation of a mutually satisfactory lease agreement, and is not intended to be binding between the parties, except as expressly set forth herein. This LOI is intended as a general outline of the terms and conditions upon which both parties hereto would consider entering into a formal written lease agreement and the execution and delivery of the formal written lease agreement is a condition precedent to the parties' obligations set forth herein.

Except as expressly set forth herein, neither party may claim any legal rights against the other by reason of actions taken in reliance upon this non-binding LOI, including, without limitation, any partial performance of the transactions contemplated herein. The parties acknowledge that this non-binding LOI does not address all essential terms of the leasing transaction contemplated by this LOI and that such essential terms will be the subject of further negotiations. The parties acknowledge and agree that either party shall have the right to terminate the negotiation of a formal written agreement for any reason or no reason and that neither party owes the other party any duty to negotiate a formal written agreement.

This LOI supersedes any previous negotiations between the parties relating to the Premises. If this LOI accurately sets forth your understanding of the status of the negotiations between the Tenant and the Landlord to date, please sign the enclosed copy of this LOI and return it to me. If definitive agreements have not been executed by the parties on or before the end of the due diligence period, this LOI will be of no further force or effect unless otherwise agreed in writing between the parties.

Cordially yours,

LANDLORD:

By: _____

Accepted and Agreed to:

TENANT:

By: _____

Resolution
of the
City of Easton, Pennsylvania

No. 179-2010

Date: September 7, 2010

Introduced by: Michael Fleck
Co-sponsored by Elinor Warner, Sandy Vulcano, Kenneth Brown, Jeff Warren,
Roger Ruggles and Salvatore J. Panto, Jr.

WHEREAS the City of Easton recognizes the importance of employing skilled craft persons and;

WHEREAS the City of Easton is supportive of the trade unions in the Lehigh Valley and;

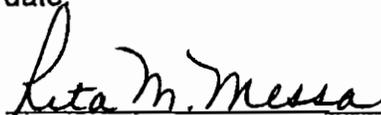
WHEREAS, the City of Easton wishes to support local employment for city construction projects of \$250,000 exclusive of engineering and architectural costs and;

WHEREAS the City of Easton recognizes the value of a Project Labor Stabilization Agreements.

NOW THEREFORE BE IT RESOLVED that the City Council and the Mayor of the City of Easton requires a Project Labor Stabilization Agreement for all city projects exceeding \$250,000 exclusive of engineering and architectural expenses.

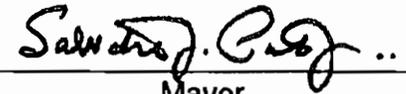
This is to certify that the above Resolution was adopted by the City Council on the above date

Attest:



Asst. City Clerk

Signed:



Mayor

EXHIBIT A

ARTICLE I

INTENT AND DURATION

Section 1. Intent and Duration. This Project Stabilization Agreement (the "Agreement") is entered into between the City of Easton ("CITY"); [Name of General Contractor] as General Contractor (GC) and Building Trades Council of the Lehigh Valley ("BCTC"); Lehigh Valley Carpenters Local 600, Operating Engineers Local 542 and the Signatory Unions (the "Unions") and applies exclusively to the construction work within the scope of this Agreement to be performed on the CITY'S [Identify Project] (the "Project"). The purpose of this Agreement is to promote efficiency in the construction of the Project and to provide for the peaceful settlement of any and all labor disputes and grievances without strikes or lockouts, thereby promoting the public interest in assuring the timely and economical completion of the Project. This Agreement applies to construction Projects having a total value equal to or greater than \$250,000 excluding architectural and engineering costs and shall expire and be of no further force or effect upon the completion of the Project.

Upon execution of this Agreement by all parties, all construction work covered by this Agreement on the Project shall be contracted exclusively to Contractors who agree to execute and be bound by the terms of this Agreement. The Unions agree that other Contractors may execute the Agreement for purposes of performing such work. The GC shall monitor compliance with this Agreement by all contractors, who through their execution of a Letter of Assent hereto, together with their subcontractors, shall become bound hereto. For purposes of this Agreement, the term "Contractor" shall be deemed to include all construction contractors and subcontractors of whatever tier engaged in on-site construction work on the Project, including the GC when it performs such construction work.

The GC, the Unions and all signatory Contractors agree to abide by the terms and conditions contained in the Agreement. This Agreement represents the complete understanding of all parties, and no Contractor is or will be required to sign any other agreement with a signatory union as a condition of performing work coming within the scope of this Agreement. No practice, understanding or agreement between a Contractor and a Union which is not specifically set forth in this Agreement will be binding on any other party unless endorsed in writing by the GC.

Section 2. Limitation of Agreement to Project. The Unions agree that this Agreement will be made available to, and will fully apply to, any successful bidder for work on the Project, without regard to whether that successful bidder performs work at other sites on either a union or a non-union basis, and without regard to whether employees of such bidder are or are not members of any union. The Unions further agree that this Agreement applies only to this Project, and that by signing the Letter of Assent hereto, a Contractor, not previously in signed agreement with the Unions, does not recognize the Unions as the bargaining representative of any of its employees at any other project, site or location. It is the intent of this Agreement that Contractors who sign it will create a relationship with the Unions governed by the provisions of Section 8(f) of the Labor Management Relations Act, 29 U.S.C. 4 158(f).

EXHIBIT A

ARTICLE II

PURPOSE

Section 1. Purpose. The parties' signatory to this Agreement accordingly pledge their complete good faith and trust to work towards an absolutely on-time completion of the Project. The signatory parties' further pledge to demonstrate nationally that Eastern Pennsylvania enjoys a mature labor relations climate and continues to be the number one location in the United States to live and work.

Section 2. Time is of the Essence. The parties to this Agreement understand and agree that time is of the essence for this Project. The parties understand and agree that the CITY and the GC have a critical need for timely completion of the Project, as the Project must be completed prior to [Date]. Timely completion of the Project without interruption or delay is therefore vital. The parties understand and agree that timely construction of the Project will require substantial numbers of employees from construction and supporting crafts possessing skills and qualifications that are essential to its completion; the Unions pledge that they have members who are competent, skilled, and qualified to perform the required construction work. The parties also understand that on-budget completion of the Project is most critical; it is therefore essential that construction work on the Project be done in an efficient, economical manner with optimum productivity and no delays. In recognition of those special needs of the Project, Unions signatory hereto and their members agree not to initiate, authorize, sanction, participate in or condone, or permit their members to engage in, any strike, sympathy strike, jurisdictional strike, recognition strike, slowdown, sabotage, work to rule, sickout, sit down, picketing of any type (including informational picketing), hand billing, boycott, interruption of work or any disruptive activity that interferes with or interrupts in any way work on the Project. Contractors agree not to engage in any lockouts.

ARTICLE II1

BENEFITS OF THE AGREEMENT

Section 1. Benefits of the Agreement. This Agreement is intended to foster the achievement of a timely and on-budget completion of the Project by, among other things:

- (a) avoiding the costly delays of potential strikes, sympathy strikes, jurisdictional strikes, slowdowns, walkouts, picketing, hand billing and any other disruptions or interference with work, and promoting labor harmony and peace for the duration of the Project;
- (b) standardizing terms and conditions governing the employment of labor on the Project;
- (c) permitting a wide flexibility in work scheduling, shift hours, and starting times;
- (d) achieving negotiated adjustments as to work rules and staffing requirements from those which otherwise might obtain;
- (e) providing comprehensive and standardized mechanisms for the settlement of work disputes;
- (f) ensuring a reliable source of skilled and experienced labor; and
- (g) furthering public policy objectives, to the extent lawful, as to improved employment opportunities for the Minority business Enterprises, Women Business Enterprises.

EXHIBIT A

ARTICLE IV

SCOPE OF THE AGREEMENT

Section 1. The Work. This Agreement is specifically defined and limited to onsite construction work required to construct the Project. The site of the construction is agreed to be [insert description of the site of construction].

Section 2. Exclusions from Scope. I terms specifically excluded from the scope of this Agreement, even if performed in connection with the Project, include the following:

- (a) Work of non-manual employees, including but not limited to, superintendents, supervisors, staff engineers, inspectors, quality control and quality assurance personnel, timekeepers, mail carriers, clerks, office workers including messengers, guards, safety personnel, emergency medical and first aid technicians, and other professional, engineering, administrative, supervisory and management employees.
- (b) Equipment and machinery owned or controlled and operated by CITY.
- (c) All off-site manufacture, fabrication or handling of materials, equipment or machinery (except at dedicated lay-down or storage areas), and all deliveries of any type to and from the Project site.
- (d) All employees of CITY, the GC, the design team or any other consultant when such employees do not perform manual labor coming within the scope of this Agreement.
- (e) Any work performed on or near or leading to or onto the site of work on the Project and undertaken by state, county, city or other governmental bodies, or their contractors; or by public utilities or their contractors.
- (f) Off-site maintenance of leased equipment and on-site supervision of all such maintenance work.
- (g) Work by employees of a manufacturer or vendor necessary to maintain such manufacturer's or vendor's warranty or guarantee, unless such work has historically and customarily been performed by members of a signatory union, or work performed by supervisors or technicians employed by the manufacturer or vendor to oversee the testing of equipment once installed to insure that the equipment is fully operational.
- (h) Laboratory work for specialty testing or inspections not ordinarily done by the signatory local unions.
- (i) All work done by employees of CITY, or of any State agency, authority or entity or employees of any municipality or other public employer.
- (j) All employees and entities engaged in ancillary Project work performed by electricutilities, gas utilities and telephone companies.

EXHIBIT A

The Unions agree that there shall be no interference with, or disruption of work, of those contractors, employers and employees exempted from coverage of this Agreement by subparagraph (a) through (k) above.

Section 3. Contract Award and Consent to Agreement.

- (a) The GC, and/or Contractors, as appropriate have the absolute right to award contracts or subcontracts on the Project notwithstanding the existence or nonexistence of any

Agreements between such contractor and any Union party provided only that such Contractor is willing, ready and able to execute and comply with this Agreement or a Letter of Assent thereto, should such Contractor be awarded work covered by this Agreement.

- (b) All subcontractors of a Contractor, of whatever tier, who have been awarded contracts of work covered by this Agreement on or after the effective date of this Agreement shall also be required to accept to be bound by the terms and conditions of this Agreement, and shall evidence their acceptance by the execution of this Agreement or a Letter of Assent thereto, prior to the commencement of work. A copy of this Agreement or Letter of Assent executed by each Contractor shall be available for review by the Unions.

Section 4. Stand-Alone Agreement. This Agreement is a stand alone agreement. While this Agreement expressly does not incorporate any local area collective bargaining agreements, such local area collective bargaining agreements may be referenced for the limited purposes as hereinafter set forth in this Agreement. However, to the extent, if any, that any provisions of this Agreement conflict with any provision of a local area collective bargaining agreement, the provisions of this Agreement shall control.

Section 5. Craft Jurisdiction. This Agreement shall recognize the traditional craft jurisdictions of the signatory unions. While this Agreement is a stand-alone Agreement and expressly does not incorporate any local are collective bargaining agreements, the Agreement will utilize the local area collective bargaining agreements of signatory locals as a reference to define the signatory local unions' craft jurisdiction.

Section 6. Subcontracting. CITY agrees that neither it nor any of its contractors or subcontractors will subcontract any work covered by this Agreement to be done on the Project except to a person, firm or corporation who is or agrees to become party to this Agreement. Any contractor or subcontractor working on the Project shall, as a condition to working on said Project, become a signatory to and perform all work under the terms of this Agreement. Contractors who are signatory to local collective bargaining agreements shall be bound by the terms of their respective local collective bargaining agreements on subcontracting to the extent such terms are consistent with Article IV, Section 2 of this Agreement. Disputes concerning compliance with such local subcontracting provisions for this project shall be subject to all of the dispute resolution provisions of this Agreement.

Section 7. Liability. It is understood that the liability of the Contractor and the liability of the separate Unions under this Agreement shall be several and not joint. The Unions agree that this Agreement does not have the effect of creating any joint employer status between or among CITY and or any Contractor and CITY shall not assume any liabilities of the Contractors.

Section 8. Abatement of Agreement. As areas of covered work on the Project are accepted by CITY, this Agreement shall have no further force or effect on such areas except where the Contractor is directed by CITY to engage in repairs or punch list modifications.

ARTICLE V
LABOR / MANAGEMENT COOPERATION
JOINT ADMINISTRATIVE COMMITTEE

Section 1. The parties to this Agreement shall establish a Project Joint Administrative Committee ("Committee"). This Committee will be a three-person committee comprised of one member each from the General Contractor, from COUNTY, and from the signatory Unions, with an alternate signatory Union member available to replace the regular volunteer when a problem or grievance concerns the regular member's Union. The members of the Project Joint Administrative Committee shall be appointed by their respective principals at a time to be determined after the time the General Contract is awarded. Each member of the Committee shall designate an alternate who shall serve in the absence of the member for any purpose contemplated by this Agreement.

Section 2. The Committee shall meet at least quarterly, or more often if special circumstances warrant, to discuss the administration of the Agreement, the progress of the Project, labor management problems that may arise, and any other relevant matters. Any need for interpretation which might arise from the application of the terms and conditions of the Agreement shall be referred directly to the Committee for resolution.

ARTICLE VI

UNION RECOGNITION AND EMPLOYMENT

Section 1. Pre-Hire Recognition. Each Contractor recognizes the Unions as the sole and exclusive bargaining representative of all craft employees within their respective jurisdictions working on the Project under the Agreement. It is contemplated that such recognition under this Agreement is pursuant to the provisions of Section 8(f) of the Labor Management Relations Act, 29 U.S.C. 5 158(f) unless the signatory Contractor and Unions have another, preexisting legal relationship.

Section 2. Contractor's Right of Selection. Each Contractor shall have the right to determine the competency of all employees, the number of employees required and shall have the sole responsibility for selecting employees to be laid off.

Section 3. Union Referral. For Local Unions having a job referral system, each Contractor agrees to comply with such system, and the referral system shall be used exclusively by such Contractor, except as modified by this Article. Such job referral system will be operated in a nondiscriminatory manner and in full compliance with Federal, State, and Local laws and regulations requiring equal employment opportunities and non-discrimination, and referrals shall not be affected in any way by the rules, regulations, by-laws, constitutional provisions or any other aspects or obligations of union membership, policies or requirements. The Union shall indemnify and hold each Contractor harmless with respect to any claim arising out of how the Union operates and administers its referral system. Hiring procedures, including related practices affecting apprenticeship and training, will be operated so as to facilitate the ability of the contractors to meet any and all equal employment opportunity/affirmative action obligations. The Contractor may reject any referral for any reason and request another, different referral.

Section 4. Lack of Job Referral System. In the event that a signatory Local Union does not have a job referral system as set forth in Section 3 above, the Contractor shall give the Union forty-eight (48) hours to refer applicants. The Contractor may reject any referral for any reason and request another, different referral. The Contractor shall notify the Union of employees hired from any source other than referral by the Union.

Section 5. Unavailability of Union Referrals. In the event that Local Unions are unable to fill any requisitions for qualified employees within forty-eight (48) hours after such requisition is made by the Contractor (Saturdays, Sundays, and Holidays excepted), the Contractor may employ applicants from any other available source. The Contractor shall inform the Union of the name and social security number of any applicants hired from other sources and refer the applicant to the Local Union for dispatch to the Project.

Section 6. No Cross-Referrals. The Local Unions shall not knowingly refer an employee currently employed by any Contractor working under this Agreement to any other Contractor, nor shall any Union engage in any activity which encourages workforce turnover or absenteeism.

Section 7. Union Best Efforts. The Local Unions will exert their utmost efforts to recruit sufficient numbers of skilled craft workers to fulfill the manpower requirements of each Contractor, including calls to local unions in other geographical areas when its referral lists have been exhausted.

Section 8. Non-Discrimination. No employee covered by this Agreement shall be required to join any Union or pay any agency fees or dues as a condition of being employed, or remaining employed, on the Project. Where, however, there is in effect and in the possession of the Contractor a voluntary written dues deduction authorization executed by the employee on a standard form furnished by the Union, the Contractor agrees to deduct union dues from the pay of the employee and to remit the dues to the Union at the same time that trust fund contributions are required to be remitted to the administrators of the appropriate trust funds on behalf of that employee.

Section 9. Core Employees. To provide opportunities to participate on the Project to minority and women owned business enterprises as well as other enterprises which do not have a relationship with the Unions signatory to this Agreement and to ensure that such enterprises will have an opportunity to employ their "core" employees on this Project, the parties agree that any such enterprise has the right to select core employees whom it will employ on site, in accordance with the formula below and who:

- (a) possess any license required by the state or federal law for the Project work to be performed;
- (b) have worked a total of at least 1,200 hours per year in the construction craft during each of the prior 3 years, including participating in a state certified apprenticeship program;
- (c) were on the Contractor's active payroll for at least 60 out of the 180 calendar days prior to the contract award;
- (d) have the ability to perform safely the basic functions of the applicable trade.

The first employee and the third employee, or up to 10% - percent of all employees, whichever is greater, hired by each contractor may be core employees. After such core employees have been hired by any contractor, all the employees shall thereafter be hiring hall referrals by the appropriate signatory unions in accordance with the provisions of the applicable local collective bargaining agreements.

Section 10. Craft and General Forepersons. The selection of craft foreman and/or general foreman and the number foreman required shall be the exclusive right and responsibility of each contractor.

ARTICLE VII

DISPUTES AND GRIEVANCES

EXHIBIT A

The representative of the Contractor shall keep the meeting minutes and shall respond to the Union representative in writing (copying the Project Contractor) at the conclusion of the meeting but not later than twenty-four (24) hours thereafter. If they fail to resolve the matter within the prescribed period, the grieving party may, within forty-eight (48) hours thereafter, pursue Step 2 of the Grievance Procedure, provided the grievance is reduced to writing, setting forth the relevant information concerning the alleged grievance, including a short description thereof, the date on which the grievance occurred, and the provision(s) of the Agreement alleged to have been violated.

(b) Should the Local Union(s) or the Project Contractor or any Contractor have a dispute with the other party and, if after conferring, a settlement is not reached within three (3) working days, the dispute may be reduced to writing and proceed to Step 2 in the same manner as outlined herein for the adjustment of an employee complaint.

Step 2. The International Union Representative and the involved Contractor shall meet within seven (7) working days of the referral of a dispute to this second step to arrive at a satisfactory settlement thereof. Meeting minutes shall be kept by the Contractor. If the parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within seven (7) calendar days thereafter.

Step 3. (a) If the grievance has been submitted but not adjusted under Step 2, either party may request in writing, within seven (7) calendar days thereafter that the grievance be submitted to an Arbitrator mutually agreed upon by them. The Contractor and the involved Union shall attempt mutually to select an arbitrator, but if they are unable to do so, they shall request the American Arbitration Association to provide them with a list of arbitrators from which the Arbitrator shall be selected. The rules of the American Arbitration Association shall govern the conduct of the arbitration hearing. The decision of the Arbitrator shall be final and binding on all parties. The fee and expenses of such Arbitration shall be borne equally by the Contractor and the involved Local Union(s).

(b) Failure of the grieving party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by written consent of the parties involved at the particular step where the extension is agreed upon. The Arbitrator shall have the authority to make decisions only on issues presented to him or her, and he or she shall not have authority to change, amend, add to or detract from any of the provisions of this Agreement.

Section 4. The Project Contractor and Owner shall be notified of all actions at Steps 2 and 3 and shall, upon their request, be permitted to participate in all proceedings at these steps.

ARTICLE VIII,

MANAGEMENT'S RIGHTS

Section 1. Exclusive Authority - Workforce. The GC and the Contractors retain the full and exclusive authority for the management of their operations and workforces. The GC and Contractors retain the right to plan, direct, and control the workforce, including the hiring, promotion,

demotion, transfer, layoff, suspension, discipline or discharge for just cause of employees; the determination of crew make-up, crew size and manning levels; the selection of foremen, the assignment and scheduling of work; the promulgation of work rules; and the requirement of overtime work, the determination of when it will be worked and the number and identity of employees engaged in such work. No rules, customs, or practices which limit or restrict productivity, efficiency of the individual and/or joint working efforts of employees shall be permitted or observed. The GG and Contractors may utilize any methods or techniques of construction and operation.

Section 2. Materials, Design, Machine, Equipment. There shall be no limitation or restriction by a signatory Union upon a Contractor's choice of materials or design, nor, regardless of source or location, upon the full use and utilization of equipment, machinery packaging, pre-cast, prefabricated, pre-finish, or pre-assembled materials, tools or other labor saving devices. The on-site installation or application of all items shall be performed by the craft having jurisdiction of such work; provided, however, that installation of specialty items may be performed by employees employed under this Agreement who may be directed by other personnel in a supervisory role, in circumstances requiring special knowledge of the particular items.

Section 3. Specialty Work. It is recognized by the Contractors, the Unions, and their members that the performance of certain work on the Project shall consist of the installation of certain materials, equipment, or supplies manufactured outside this local vicinity which must, for warranty purposes, be installed by the manufacturer and/or designated specialty contractors and that such installation work is not customarily performed by the members of such unions. The Unions and their members agree that they shall make no claims for such work; provided, however, that the GC and/or the Joint Administrative Committee shall provide them with the necessary information establishing the nature of such specialty work.

Section 4. New Technology, Equipment. The use of new technology, equipment, machinery, tools and/or labor saving devices and methods of performing work may be initiated by any Contractor from time to time during the Project. The Union agrees that it will not in any way restrict the implementation of such new devices or work methods.

Section 5. Disputes. If there is any disagreement between any Contractor and the Union concerning the manner or implementation of such device or method of work, the implementation shall proceed as directed by the Contractor, and the Union shall have the right to grieve and/or arbitrate the dispute as set forth in Article VII of this Agreement.

ARTICLE IX.

WORK STOPPAGES

Section 1. No Strikes or Work Disruptions. There shall be no strike, sympathy strike, jurisdictional strike, recognitional strike, slowdown, sabotage, work to rule, sickout, sit-down, picketing of any type (including informational picketing), handbilling, boycott, interruption of work or any disruptive activity that interferes with or interrupts in any way work on the Project. The Unions signatory hereto, and each of their members, agree not to initiate, authorize, sanction, participate in, condone, or permit their members to engage in any such activity. Failure of any Union or employee covered by this Agreement to cross any picket line established by any Union, signatory or nonsignatory to the Agreement, or by any other organization or individual at or in proximity to the Project construction site, is a violation of this Article. The signatory Union shall be responsible for any action of its members, which violates this section, and its members shall be subject to discipline up to and including discharge for violation of the provisions of this article.

Section 2. Union Responsibilities. The Union shall not sanction, aid or abet encourage or condone any conduct or activity in violation of this Article, and shall undertake all means to prevent or to terminate any such conduct immediately. No employee shall engage in activities which violate this Article, and the Union shall pursue all disciplinary action permitted by its Constitution and By-laws against any employee who engages in any activity which violates this Article.

Section 3. Violation. If any Contractor and/or CITY contends that any Union or its member(s) has violated this Article, it will notify in writing the International President(s) of the Union(s) involved, advising him of the fact, with copies of such notice to the Local Union(s) involved, and the BCTC. The International President or Presidents will immediately instruct, order and use the best efforts of his office, including discipline procedures under its Constitution and By-laws, to cause the Local Union(s) or its members to cease any violation of this Article.

Section 4. Expedited Arbitration. Should CITY, CC or any Contractor believe that there has been any violation of this Article, it may institute this expedited arbitration procedure (in addition to any action at law or in equity, or any other contractual procedure available to it). The parties to this Agreement have agreed that the Labor Arbitration Rules of the American Arbitration Association shall apply, including the Rules governing Expedited Arbitration. The Arbitrator shall hold a hearing within twenty-four (24) hours of verbal or written notice of a claimed violation of this Article and shall complete the hearing in one session. The sole issue at the hearing shall be whether or not a violation of this article has occurred. The Arbitrator shall have no authority to consider any matter in justification, explanation, or mitigation of such violation. The arbitral award shall be issued in writing within three (3) hours after the close of the hearing and may be issued without opinion. If any party desires an opinion, the arbitrator shall issue one within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the award.

ARTICLE X-

WAGE AND BENEFITS

Section 1. Classification - Wages. All employees covered by this Agreement shall be classified in accordance with work performed and paid the prevailing wage and benefit rates for these classifications. The GC, upon request, shall provide the Unions with substantiation that prevailing wages and benefits are being paid by Contractors on the Project.

Section 2. Payment of Benefits/Contribution. Each Contractor will also pay all required contributions in the amounts required by Section 1 of this Article to the established employee benefit funds that accrue to the direct benefit of the employees (such as pension and annuity, health and welfare, vacation, apprenticeship, training funds). With respect to contributions required in this Section to Employer-Union jointly trusted funds, the Contractor adopts and agrees to be bound by the written terms of the legally established trust agreement specifying the detailed basis on which payments are to be made into, and benefits paid out of, such Trust Funds. The Contractor authorizes the parties to such Trust Funds to appoint Trustees and successor Trustees to administer the Trust Funds and hereby ratifies and accepts the Trustees and successor Trustees to administer the Trust Funds and hereby ratifies and accepts the Trustees so appointed as if made by Contractor. This section does not apply to core employees unless any core employee voluntarily elects to join and become a member of any local union signatory to this Agreement, in which event this Section shall immediately apply with respect to any such core employee.

ARTICLE XI

LOCAL UNION NEGOTIATIONS DURING THE PENDENCY OF THE AGREEMENT

Section 1. All parties to this Agreement understand and acknowledge that some crafts who will be working on the Project are covered by local collective bargaining agreements that will expire prior to the projected completion of the project. All contracting parties understand and agree that irrespective of whether such local collective bargaining agreement negotiations are successful or unsuccessful, there shall be no strike, sympathy strike, jurisdictional strike, recognitional strikes lowdown, sabotage, work to rule, sickout, sitdown, picketing of any type (including informational picketing), handbilling, boycott, interruption of work or any disruptive activity that interferes with or interrupts in any way work on the Project by any Union involved in such local negotiations, or by any of its members, nor shall there be any lockout on the Project affecting such union or its members during the course of such negotiations. Irrespective of the status of any such local collective bargaining agreement negotiations, the affected Union and all of its members will observe and fully comply with the provisions of this Agreement.

Section 2. **Wage/Benefit Increases.** Should a craft covered by this Agreement negotiate an increase in wages or an increase in benefits with any Contractor to become effective during the term of the Project for the area of Western Pennsylvania, those wage and/or benefit increases shall be paid, as of the effective date of those increases, to those employees in that craft performing work covered by this Agreement.

ARTICLE XII

HOURS OF WORK, OVERTIME, SHIFTS AND HOLIDAYS

Section 1. **Work Day and Work Week.** Except as provided in Section 4, the first shift shall consist of eight (8) or ten (10) hours per day between the hours of 6:00 a.m. and 5:30 p.m., plus one-half (1/2) hour for unpaid lunch, approximately mid-way through the shift. Forty (40) hours per week shall constitute a regular week's work, whether consisting of five (5) eight (8) hour days, or four (4) ten (10) hour days. The work week will start on Monday and conclude on Sunday. A uniform starting time will be established for all crafts on each project or segment of work. Nothing herein shall be construed as guaranteeing any employee eight (8) or ten (10) hours per day or forty (40) hours per week. The Union(s) shall be informed of the work starting time set by the contractor at the pre-job conference which may be changed thereafter upon three (3) days notice to the Union(s) and the employees. A second shift, if used, shall consist of eight hours between the 3:00 p.m. and 1:00 a.m.; a third shift, if used, shall begin between 10:00 p.m. and 1:00 a.m. For the purposes of Section 3, the third shift shall be considered as part of the prior day's work.

Section 2. **Starting Times.** Employees shall be at their place of work at the starting time and shall remain at their place of work (as designated by the Contractor) performing their assigned functions until quitting time, which is defined as the scheduled end of the shift. The parties reaffirm their policy of a fair day's work for a fair day's wage. There shall be no pay for time not worked unless the employee is otherwise engaged at the direction of the Contractor. Due to the magnitude of the project and congestion of the site, staggered starting times may be required. If necessary, these starting times would be between 6 AM and 8 AM. This policy could help reduce the transportation problems at start and completion times.

Section 3. Overtime. Overtime shall be defined as all hours worked in excess of forty (40) hours in a week, or for 8 hour shifts, in excess of 8 hours per day; or for 10 hour shifts, for work in excess of 10 hours per day; such work and work performed on Saturday shall be paid at one and one half times the straight time rate of pay. However, in scheduled five day/eight hour shift work-weeks, Saturday may be scheduled as a "make-up" day at straight time to make up for a day lost (Monday through Friday) due to inclement weather; in scheduled for day/ten hour shift work weeks, Friday and/or Saturday may be scheduled as a "makeup" day at straight time to make up for a lost day (Monday through Thursday) due to inclement weather. In addition, if a makeup day is scheduled, all employees directed to work on such day will be guaranteed a minimum of four (4) hours work or pay. In any week in which employees on the Project are scheduled on four day/ten hour shifts, an employee whose first day of work on the projects begins on Wednesday, or a later day of the schedule shall be paid, during the first week of his employment only, time and a half for all hours worked in excess of eight in a day for each day he worked during said week. Work on Sundays and Holidays shall be at double time. There will be no restriction on any Contractor's scheduling of overtime or the non-discriminatory designation of employees who will work. The Contractor shall have the right to schedule work so as to minimize overtime. There shall be no pyramiding of overtime pay under any circumstances.

Section 4. Shifts.

- (a) Shift work may be performed at the option of the Contractor(s) upon three (3) days' prior notice to the Union and shall continue for a period of not less than five (5) working days. Saturdays and Sundays, if worked, may be used for establishing the five (5) day minimum work shift. If two shifts are worked, each shall consist of eight (8) hours of continuous work exclusive of a one-half (1/2) hour non-paid lunch period for eight (8) hours pay.
- (b) The Contractor may establish a work week of four (4) consecutive ten (10) hour work days (exclusive of one-half hour unpaid lunch, approximately midway through the shift) between Monday and Friday.

Section 5. Holidays. Recognized holidays on the Project shall be New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. Work performed on holidays shall be paid at double the straight time rate of pay. A holiday falling on Sunday shall be observed the following Monday

Section 6. Meal Period. The Contractor will schedule a meal period of not more than one-half hour duration at the work location at approximately the mid-point of the scheduled work shift (4 hours in a five-day work week, 5 hours in a four-day work week), consistent with Section 1; provided, however, that the Contractor may, for efficiency of the operation, establish a schedule which coordinates the meal periods of two or more crafts. If an employee is required to work through his meal period, he shall be compensated for the time worked at the applicable overtime rate and the employee shall, when work permits, eat his lunch "on the fly."

Section 7. No Organized Work Breaks. There will be no organized breaks or other non-working time established during working hours. Individual nonalcoholic beverage containers will be permitted at the employee's work stations.

Section 8. Craft Worker Parking Facilities. Parking facilities or arrangements for employees working on the Project will be established by CITY by the time work on the Project commences.

ARTICLE XIII

APPRENTICES AND HELMETS TO HARDHATS

Section 1. Need For. The parties recognize the need to maintain continuing support of programs designed to develop adequate numbers of competent workers in the construction industry. The Contractor(s) will accordingly employ apprentices in their respective crafts to perform work on the Project within the apprentices' capabilities.

Section 2. Ratios. The Union agrees to cooperate with the Contractor in furnishing qualified apprentices as requested. There shall be no restrictions on the utilization of apprentices in performing the work of their craft provided they are properly supervised.

Section 3. The Employers and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Employers and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

Section 4. The Unions and Employers agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on this Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

ARTICLE XIV

DRUG AND ALCOHOL POLICY

Section 1. Policy. All parties understand and agree that a substance abuse program has been established by the Master Builders' Association of Western PA, Inc. (LMBA) and/or the Constructors Association of Eastern PA (CAEP), and will be in force for all work performed under the Agreement. The substance abuse program will prohibit the use, sale, transfer, purchase and/or possession of a controlled substance, alcohol and/or firearms while on the Project's premises and will require testing of employees. The substance abuse program will be incorporated into and made part of the Agreement and implemented for all Contractors and employees working on the Project.

EXHIBIT A

ARTICLE XV

NON-DISCRIMINATION

Section 1. Policy. It is the continuing policy of the GC, the Contractors and the Unions that the provisions of this Agreement shall be applied without discrimination because of age, race, sex, color, religion, creed, national origin or union signatory or membership status. There shall be no discrimination against an employee because of her or his membership in, or activities on behalf of Unions.

ARTICLE XVI

SOLE AND COMPLETE AGREEMENT

Section 1. The parties agree that this Agreement constitutes the sole and complete agreement between them governing the rates of pay and working conditions of the construction employees working on the Project, that it settles all demands and issues on the matters subject to collective bargaining and that it shall not be modified or supplemented in any way except by written agreement executed by both parties.

ARTICLE XVII

SEPARABILITY AND SAVINGS CLAUSE

Section 1. Intent of Parties. If any article or section of this Agreement shall be held invalid by law or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any article should be restrained pending a final determination as to its validity, the remainder of this Agreement shall not be affected and shall remain in full force and effect. In the event that any article or section is held invalid, the parties hereto shall, upon the request of the Unions, enter into collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article during the period of invalidity or restraint. If the parties hereto cannot agree on a mutually satisfactory replacement, either party shall be permitted to submit its demand to formal arbitration.

Section 2. Force of Agreement. The parties recognize the right of the CITY to withdraw, at its absolute discretion, the utilization of this Agreement as part of any bid specification should a court of competent jurisdiction issue any order which could result, temporarily or permanently, in delay of the bidding, awarding, and/or construction work on the Project. Notwithstanding such an action by the General Contractor, or such court order, the parties agree that the Agreement shall remain in full force and effect on the Project, to the maximum extent legally possible.

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Pennsylvania

County of Northampton

_____ being first duly sworn, deposes and says that:

- (1) (S)he is _____ Of _____,
(Owner, partner, officer, representative, or agent) (business entity)
the Bidder that has submitted the attached Proposal.
- (2) (S)he is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal.
- (3) Such Proposal is genuine and is not a collusive or sham Proposal.
- (4) Neither the said Bidder nor any of its officers, partners, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, firm, or person, to fix the price or prices in the cost element of the Proposal price or the Proposal price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Easton, PA or any person interested in the proposed Contract; and
- (5) The information, price or prices quoted in the attached Proposal are fair and proper and are not obtained by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder, any of its agents, representatives, owners, employees, or parties in interest, including the affiant.

(Signed)

(Title)

Subscribed and sworn before me

This ____ Day of _____, 2015.

(Title)

My commission expires: _____