CONTRACT DOCUMENTS AND SPECIFICATIONS FOR WESTTOWN TOWNSHIP TYSON PARK-PHASE 2 IMPROVEMENTS 2019

June 3, 2019

Prepared for:
Westtown Township
1039 Wilmington Pike
West Chester, PA 19382
(610) 692-1930

Prepared by:
Carter van Dyke Associates
40 Garden Alley
Doylestown, PA 18901
(215) 345-5053

Signature
June 3, 2019
Date
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NOTICE TO BIDDERS / FORM OF ADVERTISEMENT

Sealed bids must be received by **Monday July 8, 2019 at 10:00 AM** at which time the bids will be opened publicly and read aloud at the Westtown Township Building, 1039 Wilmington Pike, West Chester, Pennsylvania for:

“TYSON PARK-PHASE 2 IMPROVEMENTS”.

Plans, specifications, information for Bidders and forms for Proposals may be obtained, or examined, without cost at the Westtown Township Building or online at [www.westtownpa.org/parks-trails/](http://www.westtownpa.org/parks-trails/). Hard copies of the specification drawings can be obtained at Carter van Dyke Associates, 40 Garden Alley, Doylestown, PA., 18901, prior to bid date, for a non-refundable fee of $40.00, made payable to Carter van Dyke Associates. Bids must be made on the forms furnished by the Owner and must be accompanied by a Certified Check or Bid Bond issued by a Surety licensed to conduct business in the Commonwealth of Pennsylvania, in the amount of at least ten percent (10%) of the total price bid made payable to the Township of Westtown.

The bidder's attention is called to the fact that the Pennsylvania Prevailing Wage Act applies to this Contract if the estimated cost of the project is in excess of $100,000.00, and that the successful bidder shall pay no less than the wage rates determined for the project area as set forth in the Contract Documents. The successful bidder must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin.

The successful bidder will be required to furnish separate bonds with corporate surety issued by companies authorized to do business in the Commonwealth of Pennsylvania on the prescribed forms, noting the date of the Contract, or separate Federal or Commonwealth chartered lending institution irrevocable letters of credit in a form accepted and approved by the Township, or separate restrictive or escrow accounts with such lending institutions pursuant to an escrow agreement accepted and approved by the Township, each equal to one hundred percent (100%) of the Contract amount, to secure (a) the faithful performance and maintenance of the Contract; and (b) the prompt payment of materials and labor.

Bidders are advised that all applicable provisions of the Occupational Safety and Health Act (Public Law 91-596, dated December 29, 1970, latest revision) shall be strictly adhered to on this project.
Bids must be accompanied by an executed Non-Collusion Affidavit as set forth in the Contract Documents. Failure to submit an Affidavit with the bid proposal will result in disqualification of the bid.

Award of Contract, if a contract be awarded, will be to the lowest responsible bidder, but the Township reserves the unqualified right to reject any or all bids and to waive any informalities.

The Township also reserves the right to delete any "item" or portion of an "item" contained in the Contract at its discretion, once bids are received.

The Township reserves the right to reject any and all proposals.

Prior to awarding the Contract, bids may be held by the Township for a period not to exceed sixty (60) days from the date of the bid opening for the purpose of reviewing the bids and investigating the qualifications of bidders. During this period, no bid may be withdrawn.
PROJECT WORK LOCATION
Tyson Park-Phase 2 Improvements

Work Area: Tyson Park, northwest corner of Tyson Drive and Oakbourne Road intersection. Tax Map Parcel 67-2-1.29. Site is 4.9 acres.
INSTRUCTIONS TO BIDDERS

1. Defined Terms

1.1 Terms used in these instructions to Bidders which are defined in Standard General Conditions of the Construction Contract have meanings assigned to them in the General Conditions.

1.2 Successful Bidder means the lowest, qualified, responsible Bidder to whom makes an award based on Owner's evaluation as hereinafter provided.

2. Copies of Bidding Documents

2.1 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

3. Qualifications of Bidders

3.1 Each Bidder will be required to submit with his proposal an experience questionnaire, financial qualification statement and/or other matters related to his ability and that of his organization to perform and complete the work covered by his Proposal. The experience questionnaire shall include a brief resume of training and experience of each key field and administrative personnel, related to the type of work bid.

3.2 The Owner may make such investigations as deemed necessary to determine the ability of the Bidder to perform the work. The Owner reserves the right to reject any Bid if the evidence submitted or investigation of such Bidder fails to satisfy the Owner, that such Bidder is qualified to complete the Contract. Upon request of the Owner, the Bidder shall furnish all necessary information. Conditional Bids will not be accepted.
4. **Examination of Contract Documents and Site**

4.1 Before submitting a Bid, each Bidder must (a) examine the Contract Documents thoroughly; (b) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the Work; (c) familiarize himself with Federal, State and local laws, ordinances, rules and regulation that may In any manner affect cost, progress or performance of the Work and (d) study and carefully correlate Bidder's observations with the Contract Documents.

5. **Addenda and Interpretations**

5.1 No interpretation of meaning of Bidding Documents will be made to the Bidder orally.

5.2 Request for interpretation shall be in writing and received by Westtown Township at least five (5) working days prior to date fixed for opening of bids. Interpretations and supplemental instructions will be faxed to prospective Bidders not later than three (3) days prior to date fixed for opening of bids. The issued addenda shall become a part of the Contract Documents.

6. **Liquidated Damages**

6.1 The successful Bidder, upon his failure or refusal to execute and deliver the completed AGREEMENT, with all Bonds and Insurance within two (2) calendar days after he has received Notice of Award, shall be in default of the Proposal and shall forfeit to the Owner, as LIQUIDATED DAMAGES for such default, the BID SECURITY deposited with his Proposal.

6.2 Upon Default, the Owner reserves the right to re-bid the project or part thereof, or to award the Contract, in default, to the next lowest qualified Bidder.

6.3 Should Contractor fail to complete all work or any part of the work by the specified completion date, then the Township shall access a liquidated penalty in the amount of two hundred fifty dollars ($250.00)
per calendar day for each day the project remains incomplete. In addition to the liquidated penalty, Contractor shall be liable for all costs and fees incurred by the Township due to the overrun. These costs and fees include, but are not limited to, legal fees, engineering fees, inspection fees, insurance costs, administrative costs, interest and debt service charges. The liquidated penalty charged against the Contractor shall be increased by fifty ($50.00) per day for every two (2) weeks that the project remains incomplete. Should the overrun last thirty (30) days, then the Township shall be entitled to obtain, from a Court of competent jurisdiction, injunctive or other equitable relief restraining Contractor from entering into any new contracts or beginning any new projects until the project which it undertook for the Township is fully completed. Contractor shall be liable to the Township for any and all monies spent in obtaining said injunction including, but not limited to, attorney's and engineer's fees. Additionally, should the overrun last sixty (60) days, then the Township upon five (5) days written notice, may dismiss the Contractor. Should the Township dismiss Contractor pursuant to this Agreement, then the Contractor shall indemnify the Township for all costs incurred including, but not limited to, the costs and fees of retaining a new contractor.

6.4 Sums due the Owner as liquidated damages for delay may be deducted from payments due the Contractor or may be collected from the Contractor or the Surety of the Contractor.

7. Substitute Material and Equipment

7.1 The Contract, if awarded, will be on the basis of material and equipment described on the drawings or specified in the Specifications without consideration of possible substitute or 'or equal' items. Whenever it is indicated on the Drawings or specified in the Specifications that a substitute or equal item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the effective date of the Agreement. The procedure for submittal of any such application by Contractor and consideration by Engineer is set forth in paragraphs 6.7, 6.7.1 and 6.7.2 of the General Conditions which may be supplemented in the General requirements.
8. **Subcontractors and Suppliers**

8.1 The apparent Successful Bidder and any other Bidder so requested, will within two (2) days after the day of the Bid opening, submit to the Owner a list of all Subcontractors and other persons and organizations (including those who are to furnish the principal items of material and equipment). Such list shall be accompanied by an experience statement and pertinent information as to similar projects and other evidence of qualification for each such Subcontractor, person and organization. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, other person or organization, either may, before giving the Notice of Award, request the apparent Successful Bidder to submit an acceptable substitute without an increase in Bid price. If the apparent Successful Bidder declines to make any such substitution it will not constitute grounds for sacrificing his Bid Security. Any Subcontractor, other person or organization so listed and to whom Owner or Engineer does not make written objection prior to the giving of the Notice of Award, will be deemed acceptable to Owner and Engineer.

8.2 General Conditions and requirements apply to all Subcontractors as well as the Prime Contractor(s) and each Subcontractor is specifically directed to all conditions therein.

8.3 No Contractor shall be required to employ any Subcontractor, other person or organization against whom he has reasonable objection.

9. **Bid Forms**

9.1 One (1) copy of the Bid Forms, in addition to the copy bound in the project Manual, are approved for the bidders use in preparing and submitting his bid. Each bid must be submitted in duplicate on the prescribed form provided.

9.2 Bid Forms must be completed in ink or typewritten. All portions of the proposal must be complete and executed when submitted.
9.3 Bids by corporations must be executed in the corporate name by the President or a Vice-President (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the Secretary or an Assistant Secretary. The corporate address and state of incorporation shall be shown below the signature.

9.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature, and the official address of the partnership must be shown below the signature.

9.5 All names must be typed or printed below the signature.

9.6 The address to which communications regarding the Bid are to be directed, must be shown.

9.7 Bids must be submitted in sealed envelopes bearing on the outside, the name of the Bidder and the address. Envelopes shall be marked Bid for: “Tyson Park-Phase 2 Improvements”. Westtown Township, PA. If forwarded via U.S. mail, provide sealed envelope containing Proposal, marked as directed above, with another envelope addressed as follows: Westtown Township, Attention- Robert Pingar-Township Manager, 1039 Wilmington Pike, West Chester, Pa. 19382

9.8 The following executed documents shall be included with the submission:
   a. Form of Proposal
   b. Certified check or bid bond
   c. Non-Collusion Affidavit

9.9 Bids will be reviewed and opened by Owner at time and place stated in the Invitation to Bid. Bids received after the specified time will not be considered or accepted. Telephoned, telegraphed or faxed bids will not be considered or accepted.
9.10 No Bid may be withdrawn within sixty (60) calendar days after scheduled time for opening of bids. Owner shall endeavor to award the contract within thirty (30) calendar days after actual bid opening.

10. **Award of Contract**

10.1 Owner reserves the right to reject any and all Bids, to waive any and all informalities, and to negotiate contract terms with the Successful Bidder, and the right to disregard all non-conforming, non-responsive or conditional Bids. Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

10.2 In evaluating Bids, Owner shall consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and alternates and unit prices if requested in the Bid forms, It is in the Owner's intent to accept alternates (if any are accepted) in the order in which they are listed in the Bid form, but the Owner may accept them in any order or combination.

10.3 Owner may consider the qualifications and experience of Subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the Work as to which the identity of Subcontractors and other persons and organizations must be submitted as part of the Prime Contractors bid.

10.4 Owner may conduct such investigations as he deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability to the Bidders, proposed Subcontractors and other persons and organizations to do the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time. Operating costs, maintenance considerations,
performance data and guarantees of materials and equipment may also be considered by Owner.

10.5 Owner reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to Owner's satisfaction.

10.6 If the Contract is awarded, the award will be to the lowest, most responsible Bidder whose evaluation by Owner and Engineer indicates to Owner that the award will be in the best interests of the Project. In determining the most responsible Bidder, consideration will be given to Bidder's financial status, available equipment and facilities, present work load, experience and abilities in completing similar work.

10.7 If the Contract is awarded, Owner will give the successful Bidder a Notice of Award within sixty (60) days after the day of the Bid opening.

10.8 If a successful Bidders withdraws his Proposal, refuses the Award of Contract, or refuses to grant an extension of time to Award Contract, the Owner shall have the right to award the Contract to the next lowest responsible Bidder or to reject all Bids and re-bid the Contract.

10.9 Owner shall have the right to terminate the Contract if the Contractor assigns or attempts to assign the Contract to another contracting firm, or entity.

11. **Performance and Other Bonds**

11.1 Within ten (10) days after receipt of NOTICE OF AWARD, the successful Bidder shall deliver to the OWNER, the Agreement, the required copies of the Performance Bond and Certificates of Insurance.

12. **Power of Attorney**

12.1 Attorney's-in-fact who sign Bid Bonds must file with said bonds a certified and effectively dated copy of their Power of Attorney.
FORM OF PROPOSAL

TO: Westtown Township
    1039 Wilmington Pike
    West Chester, Pennsylvania 19382

FOR PROVIDING ALL EQUIPMENT, MATERIAL AND LABOR NECESSARY
FOR
“TYSON PARK-PHASE 2 IMPROVEMENTS”.
IN
WESTTOWN TOWNSHIP
CHESTER COUNTY, PENNSYLVANIA

Pursuant to, and in compliance with, your advertisement inviting proposals for the above project, and having carefully examined the Contract Documents comprised of specifications, and all other documents bound herewith, together with all addenda and bulletins thereto, and having visited and being familiar with the site and the various conditions affecting the work, the undersigned bidder hereby offers to furnish all plant, labor, materials, supplies, equipment, etc., as necessary or proper or incidental to work required by, and in strict accordance with, applicable provisions of the Construction Specifications and of all addenda or bulletins issued by the Westtown Township and mailed to the undersigned or not, for the lump sum amount set below:

ALL WORK INCLUDED IN PLANS AND SPECIFICATIONS:

TOTAL BID AMOUNT______________________ DOLLARS____________________

Written Amount

DEDUCT ALTERNATE______________________ DOLLARS____________________
(Decreasing trail width to 5 ft.) Written Amount

The bidder understands that the determination of quantities for “Lump Sum” work is his responsibility and that determination is presented solely for the purpose of comparing bids. For “unit price” work, he understands and agrees that the Township may increase or decrease the quantity of work to be done under any item or eliminate work entirely under the item(s). He further agrees that in case of any error or inconsistency in the figures contained in the proposal, the lump sum and unit prices contained shall govern, and that if his proposal is accepted, the lump sum and unit prices contained in the proposal are the prices which he will receive and which the Township will pay for the work specified to be done under the items, in the manner set forth and required by the Contract Documents, without recitation or repetition of said lump sum and unit prices in the Contract Agreement.

Accompanying this proposal is a certified check ( ), bank draft ( ) or bid bond ( ) in the amount of ten percent (10%) of the total bid amount proposed in the above Form of
Proposal, payable to the Westtown Township, Chester County, Pennsylvania, which it is agreed will be forfeited to said Township if the undersigned fails to furnish, after notification of intention to accept this proposal, on or before the date for the award of contract(s), separate satisfactory financial security (consisting of separate bonds with corporate surety issued by companies authorized to do business in the Commonwealth of Pennsylvania on the prescribed forms dated the date of the Contract, or separate Federal or Commonwealth chartered lending institution irrevocable letters of credit in a form accepted and approved by the Township, or separate restrictive or escrow accounts with such lending institutions pursuant to an Escrow Agreement accepted and approved by the Township), each equal to one hundred percent (100%) of the Contract amount, to secure (a) the faithful performance and maintenance of the Contract; and (b) the prompt payment of materials and labor, or fails to execute the Agreement in conformance with the forms incorporated in the Contract Documents and furnish required insurance policies within ten (10) calendar days from the mailing of the notice of acceptance to the undersigned.

In submitting this proposal, it is understood and agreed by the undersigned that the unqualified right is reserved by the Township in its sole and absolute discretion, to accept any proposal or to reject any or all proposals and to waive defects or irregularities in any bid. It is further understood and agreed by the undersigned that any qualifying statements or conditions made by him to the above proposal as originally published, as well as any alterations, erasures, omissions or entered wording obscure as to its meaning, may cause the bid to be declared irregular and may be cause for rejection.

If awarded a contract under this proposal, the undersigned (Contractor) agrees to start work at the site within seven (7) days after the date of the “Notice to Proceed”. The undersigned further agrees to complete fully all work covered by the proposal to the point of final acceptance by the Township within ninety (90) calendar days after the date of said “Notice to Proceed” or by October 31, 2019, whichever comes first. Should Contractor fail to complete all work or any part of the work by the specified completion date, then the Township shall assess a liquidated penalty in the amount of two hundred and fifty ($250.00) per calendar day for each day the project remains incomplete. In addition to the liquidated penalty, Contractor shall be liable for all costs and fees incurred by the Township, due to the overrun. These costs and fees include, but are not limited to, legal fees, engineering fees, inspection fees, insurance costs, administrative costs, interest and debt service charges. The liquidated penalty charged against the Contractor shall be increased by fifty dollars ($50.00) per day for every two (2) weeks that the project remains incomplete. Should the overrun last thirty (30) days, then the Township shall be entitled to obtain, from a Court of competent jurisdiction, injunctive or other equitable relief restraining Contractor from entering into any new projects or beginning any new projects until the project which it undertook for the Township is fully completed. Contractor shall be liable to the Township for any and all monies spent in obtaining said injunction including, but not limited to, attorney's fees and engineer's fee. Additionally, should the overrun last sixty (60) days, then the Township upon five (5) days written notice, may dismiss Contractor. Should the Township dismiss Contractor pursuant to this Agreement,
then the Contractor shall indemnify the Township for all costs incurred including, but not limited to, the costs and fees of retaining a new contractor.

The undersigned understands and agrees that the Township Manager has the right to defer issuance of a “Notice to Proceed” for a period not to exceed thirty (30) days after the date of execution of the Agreement.

Payment for all work called for on the Contract Drawings and in the Construction Specifications or required for proper completion of the work under this Contract and not specifically mentioned in the Construction Specifications or noted on the Contract Drawings, will be considered as covered by the lump sum price, and no extra payments will be allowed therefore.

The undersigned certifies this proposal is in all respects genuine and not sham or collusive, nor made in the interest or in the behalf of any person, firm, or corporation not herein named, and that there has been no attempt on the part of the undersigned by collusion to secure an advantage over any other bidder. The bidder must submit an executed copy of the NON-COLLUSIVE AFFIDAVIT which is attached hereto these Contract Documents in conjunction with this proposal.

The undersigned acknowledges receipt of the following addenda to the Contract Documents:

ADDENDUM_____________________________________DATED________________
ADDENDUM_____________________________________DATED________________
ADDENDUM_____________________________________DATED________________
ADDENDUM_____________________________________DATED________________
ADDENDUM_____________________________________DATED________________
ADDENDUM_____________________________________DATED________________
ADDENDUM_____________________________________DATED________________
ADDENDUM_____________________________________DATED________________

This bid may be withdrawn at any time prior to scheduled time for opening of bids or any authorized postponement thereof.
TO BE COMPLETED BY BIDDER:

Date:

NAME OF BIDDER:
(Check One) Individual______ Partnership_______ Corporation
By __________________________________________________________
(Name and Title of Officer Authorized to Execute Proposal)

IF CORPORATION:  Incorporated in Pennsylvania  Yes_____ No_____

If not incorporated in Pennsylvania, statement of qualification to do business in Pennsylvania must be attached to and made part of this proposal.

OFFICIAL ADDRESS: __________________________
____________________________(Zip Code)

TELEPHONE NUMBER: Area Code (   )

ATTEST:
____________________________(Seal)
(Name and Title)
BIDDERS QUALIFICATION STATEMENT

This document must be included as part of the bid submission. Failure to submit a fully completed and executed Bidder’s Qualification Statement may be considered justification for rejection of the bid.

This Bidder’s Qualification Statement is submitted with respect to the following project:

TYSON PARK-PHASE 2 IMPROVEMENTS

The undersigned certifies, under oath, the truth and correctness of all statements and of all answers to questions made hereinafter:

TO: PROJECT OWNER
Westtown Township
1039 Wilmington Pike
West Chester, Pennsylvania 19382

Submitted by: ___________________________ Corporation _______
Name: ___________________________ Partnership _______
Address: ___________________________ Individual _______
Principal: ___________________________ Joint Venture _______
Other _______

1. Number of years your organization has been in business as a contractor: ___________________________.

2. Number of years your organization has been engaged in construction work of the type proposed under this Contract: ___________________________.

3. Number of years your organization has been in business under its present business name: ___________________________.

BQS-1-
4. If a corporation, answer the following:
   a. Date of incorporation:__________________________________________.
   b. State of incorporation:__________________________________
   c. President’s name:______________________________________
   d. Vice-President’s name(s):_______________________________

5. If individual or partnership, answer the following:
   a. Date of organization:____________________________________________
   b. Name and address of all partners: (state whether general or limited partnership)

6. If other than corporation or partnership, describe organization and name principals:
   ____________________________________________________________
   ____________________________________________________________
   ____________________________________________________________
   ____________________________________________________________

7. We normally perform ___% of the work with our own forces. List the portions of the work (i.e. trades, work items, etc.) included in the proposed Contract that will be performed by Subcontractor’s. Also list the name of the Subcontractor to perform that portion of work and the Subcontractor’s address and telephone number. **Failure to satisfactorily complete this section may result in disqualification of the bidder:**

   PORTION OF SUBCONTRACTOR SUBCONTRACTOR SUBCONTRACTOR
8. Have you ever failed to complete any work awarded to you? If so, note when, where and why:
__________________________________________________________________________
__________________________________________________________________________
__________________________________________________________________________
__________________________________________________________________________

9. List name of project, owner, architect, telephone contact numbers, contract amount, percent complete, any claims filed by subcontractors/suppliers and scheduled completion of comparable projects your organization has in progress on this date:
__________________________________________________________________________
__________________________________________________________________________
__________________________________________________________________________
__________________________________________________________________________

10. List names of pending projects for which contracts are executed, or Notice of Award is pending, but construction has not begun. Include name, type of projects, owner, dollar amount, anticipated start and completion dates, engineer and telephone contact numbers:
__________________________________________________________________________
__________________________________________________________________________
__________________________________________________________________________

11. List the names of at least five (5) projects of similar type, (i.e. resurfacing, asphalt paving, etc.) and magnitude completed by your organization within the past four (4) years, the names of the owners, telephone contact numbers, respective contract amounts, dates of completion and the percent of work performed with own forces. Failure to satisfactorily complete this section may result in disqualification of the bidder:
12. List all projects contracted by your organization within the past four (4) years, the names of the owners, telephone contact numbers, respective contract amounts, dates of completion and the percent of work performed with own work forces. **Failure to satisfactorily complete this section may result in disqualification of the bidder:**

13. List the construction experience (length and type) of the principal individuals of your organization who would be assigned to manage and supervise the proposed work under this Contract:

14. Provide the following references:
   a. Bonding Company: ________________________________
   b. Bonding Agent: __________________________ Phone# ___________________
   c. Insurance company: ________________________________
   d. Insurance Agency: __________________________ Phone# ___________________
   e. Bank (include name and contact): ________________________________
   f. Credit References (major material suppliers): ________________________________

15. Provide a copy (attach to this document) of a recent financial statement, as prepared by your auditor:

16. **CERTIFICATIONS**
   a. This Bidder’s Qualification Statement has been prepared on behalf of the following organization:
b. AFFIDAVIT
State of _________________________, County of
_____________________________________

I, ____________________________________, being duly sworn.

According to law, depose and say that I am
the_________________________,
(Position)

of the above organization, and that the responses provide in the Bidders Qualification Statement, including any attachments thereto, are true, complete and correct to the best of my knowledge and belief.

______________________________
(Signature of Official)

SWORN AND SUBSCRIBED
TO BEFORE ME

This______________date of__________________,20_____
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we ____________________________

AS PRINCIPAL and _______________________________________________________, of the city of _____________________ state of ________________________________________________, a corporation existing under the laws of the state of ______________________________________________, and authorized to transact business in the Commonwealth of Pennsylvania, AS SURETY, are held and firmly bound unto THE TOWNSHIP OF WESTTOWN, CHESTER COUNTY, PENNSYLVANIA, hereinafter called THE OBLIGEE, in the sum of __________________________________________ Dollars ($__________) (10% of the total base bid) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH, that whereas the principal has submitted the accompanying proposal or bid dated

for the ________________________________________________________________

NOW THEREFORE, the condition of this Bond shall be such that if the Principal shall furnish to the Obligee bonds with good and sufficient surety and insurance certificates and copies of the policies as may be required by the Contract Documents, and upon due acceptance of said Proposal and award of a contract to him by the Obligee, shall execute and deliver the Agreement, within the times, in the forms and in the amounts 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 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 such insurance certificates and copies of the policies; 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 price as provided in the Contract Documents, within the period provided in 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 it can afford, then the Principal and the Surety agree to pay to the Obligee the full amount of this Bond as liquidated damages.

It is the intention of the parties hereto to be legally bound by this instrument.

IN WITNESS WHEREOF, the above bounded 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.

ATTEST:

____________________________________
Secretary Corporation-Contractor

WITNESS

____________________________________
President (Affix Corporate Seal)

WITNESS (Seal)

____________________________________
Individual-Contractor (Seal)

BY

____________________________________
Partnership-Contractor

____________________________________
(Seal) Partner

____________________________________
(Seal) Partner
Business Address of Bidder
______________________________________________________________
_________________________________________________________________

ATTEST
WITNESS
______________________________________
______________________________________
Secretary ____________________________
(Affix Corporate Seal)                Surety ____________________________
                                          Attorney-in-Fact*

* A Power of Attorney authorizing the Attorney-in-Fact to act for the Surety Company must be attached.
CERTIFICATE AS TO CORPORATE PRINCIPAL

I, ________________________________ Secretary of the corporation named as PRINCIPAL in the written Bid Bond; that __________________________, who signed the said Bid Bond on behalf of the PRINCIPAL was then __________________________ of said corporation, that I knew his signature, and his signature thereto is genuine; and that said Bid Bond was daily signed and attested for in behalf of said corporation by authority of its governing body.

________________________________________
Corporate Seal
NON-COCLUSION AFFIDAVIT

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This Non-collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania Antibid-Rigging Act, 73 P.S. Section 1617 et seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.

2. 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.

3. 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 of 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.

4. 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.

5. 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 prospective bidder, any intentionally high or non-competitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.

6. A person’s affidavit stating that the person has been convicted or found liable for any act, prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract within the last three years does not prohibit a governmental agency from accepting a bid or awarding a contract to that person, but may be a ground for administrative suspension or debarment in the discretion of a governmental agency under the
rules and regulations of that agency, or, in the case of a governmental agency with no administrative suspension or debarment regulations or procedures, may be a ground for consideration on the question whether such agency should decline to award a contract to that person on the basis of a lack of responsibility.

7. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid.
NON-COLLUSION AFFIDAVIT

Commonwealth of _______________________:

County of _________________________:

I state that I
am______________________________________________of
_______________________________ and that I am authorized to make
(Name of my firm)
this affidavit on behalf of my firm, and its owners, directors, and officers. I
am the person responsible in my firm for the price(s) and the amount of
this bid.

I state that:

(1) The price(s) and amount of this bid have been arrived at
independently and without consultation, communication or
agreement with any other contractor, bidder or
potential bidder.

(2) Neither the price(s) nor the amount of this bid, and neither the
approximate price(s) nor approximate amount of this bid, have
been disclosed to any other firm or person who is a bidder or
potential bidder, and they will not be disclosed before bid opening.

(3) No attempt has been made or will be made to induce any firm or
person to refrain from bidding on this contract, or to submit a bid
higher than this bid, or to submit any intentionally high or non-
competitive bid or other form of complementary bid.

(4) The bid of my firm is made in good faith and not pursuant to any
agreement or discussion with, or inducement from, any firm or
person to submit a complementary or other non-competitive bid.
(5) ___________________________________________, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

_______________________________________________________

_______________________________________________________

_______________________________________________________

_______________________________________________________

I state that ____________________________________________ understand

_______________________________________________________

(Name of my firm)

and acknowledges that the above representations are material and important and will be relied on by the Township of Westtown in awarding the Contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Township of Westtown of the true facts relating to the submission of bids for this Contract.

_______________________________________________________

(Signature of Official and position)

SWORN AND SUBSCRIBED
TO BEFORE ME

this_________ date of _________________, 20___________.

_______________________________________________________

NOTARY PUBLIC

_______________________________________________________ My Commission Expires

(Notary Public)
AGREEMENT

THIS AGREEMENT, made and concluded this ___________ day of _________, 20_____, by and between the Township of Westtown, hereinafter generally called the Township, and:

___________________________________________________________
___________________________________________________________
_________________________________________________________
(Name, Address and Telephone Number of Contractor)
hereinafter generally called the Contractor.

WITNESSETH, that for, and in consideration of, the payments and, agreements to be made and performed by the Township, the Contractor, at its own proper cost and expense and with skill and diligence, will construct and complete all work included in the performance of:

__________________________________________________________________
__________________________________________________________________
in accordance with attached Contract, Documents, and in full compliance with this Agreement.

And the Contractor agrees to receive the prices stated in the Form of Proposal attached in full compensation for furnishing all plant, labor, materials, supplies, equipment and other facilities and things necessary or proper or incidental to the construction of all work contemplated in this Contract; the Contractor, for such consideration, shall be responsible for all loss or damage arising out of the nature of the work aforesaid or from any action of the elements; or from any unforeseen obstruction or, difficulties which may be encountered of every description connected with the work, and furnishing materials, until their completion and acceptance.

The work on the Contract is to be commenced within sixty (60) calendar days after the date of said “Notice to Proceed”. Should Contractor fail to complete all work or any part of the work by the specified completion date, then the Township shall access a liquidated penalty in the amount of two hundred and fifty ($250.00) per calendar day for each day the project remains incomplete. In addition to the liquidated penalty, the Contractor shall be liable for all costs and fees incurred by the Township,
due to the overrun. These costs and fees include, but are not limited to, legal fees, engineering fees, inspection fees, insurance costs, administrative costs, interest and debt service charges. The liquidated penalty charged against the Contractor shall be increased by fifty dollars ($50) per calendar day for every two (2) weeks that the project remains incomplete. Should the overrun last thirty (30) days, then the Township shall be entitled to obtain, from a Court of competent jurisdiction, injunctive or other equitable relief restraining the Contractor from entering into any new contracts or beginning any new projects until the project which it undertook for the Township is fully completed. The Contractor shall be liable to the Township for any and all monies spent in obtaining said injunction including, but not limited to, attorney's fees. Additionally, should the overrun last sixty (60) days, then the Township, upon five (5) days written notice, may dismiss the Contractor. Should the Township dismiss the Contractor pursuant to this agreement, then the Contractor shall indemnify the Township for all costs incurred including, but not limited to, the costs and fees of retaining a new contractor.

To prevent all disputes and litigations, it is agreed by and between the parties of this Contract that the Engineer, subject to final approval of the Township of Westtown, shall, in all cases, determine the quality and quantity of the several kinds of work and materials which are to be paid for under this Contract, and he shall determine all questions in relation to lines, levels and dimensions of work and as to the questions of interpretation of the plans and specifications. The term "ENGINEER" shall refer to the Township Engineer of the Township of Westtown, 1039 Wilmington Pike, West Chester, Pennsylvania, or his duly appointed representative, or such other engineer as identified by the Township.

The Engineer shall prepare, on a monthly basis, an estimate of the value of work completed during the previous monthly period. within fifteen (15) days following the end of the monthly period, the Engineer shall certify this value to the Township. During the Contract, the Township shall retain ten percent (10%) of the amount of each progress payment.

The processing of progress payments shall in no way be construed as an acceptance of the work by the Township.
The Contract Documents shall consist of the following:

- NOTICE TO BIDDERS / FORM OF ADVERTISEMENT
- FORM OF PROPOSAL
- BIDDER'S QUALIFICATION STATEMENT
- BID BOND
- NON-COLLUSION AFFIDAVIT
- AGREEMENT
- BONDING AND INSURANCE REQUIREMENTS
- PERFORMANCE AND MAINTENANCE BOND
- LABOR AND MATERIAL PAYMENT BOND
- PREVAILING MINIMUM WAGE PREDETERMINATION
- GENERAL CONDITIONS
- TECHNICAL SPECIFICATIONS
- PUBLIC WORKS EMPLOYMENT VERIFICATION FORM
- CONTRACT DRAWINGS
- ADDENDA

This Agreement, together with the other Documents, form the Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated.

In the event of a conflict between the Standard General Conditions and any other Contract Documents, the latter will apply so as to supersede the Standard General Conditions to the extent of the conflict.

The Contractor and the Township, for themselves and their respective heirs, legal representatives, successors and assigns, hereby agree to the full performance of the covenants herein contained. IN WITNESS WHEREOF THEY HAVE EXECUTED THIS AGREEMENT.

Owner: Township of Westtown
1039 Wilmington Pike, West Chester, Pennsylvania, 19382

ATTEST: BY:

__________________________________________
Name and Title

Contractor______________________________________________________

ATTEST:  BY:
__________________________________________________________________

Name and Title  Name and Title (Seal)

Value of Contract:_______________________________________Lump Sum
(From Form of Proposal, FOP-1)
CERTIFICATE OF INSURANCE

The Contractor shall provide to Westtown Township a Certificate of Insurance, naming
Westtown Township as additional insured and listed as Certificate Holder.

This insurance shall include general Liability, Automobile Liability,
Excess Liability (Umbrella Form) and Workers Compensation and
Employers Liability.
BONDING AND INSURANCE REQUIREMENTS

I. Financial Security

A. Each bidder must submit a Bid Bond in the amount of not less than ten percent (10%) of the Total Bid. The Bond must be in the form of a certified check, bank draft or bid bond issued by a Surety company licensed to conduct business in the Commonwealth of Pennsylvania. This Bond must be submitted with the proposal.

B. Bid Bonds for apparently unsuccessful bidders will be returned promptly after the opening of bids. The Bid Bond for the apparently successful bidder will be held until all bonding and insurance requirements of the Contract Documents have been met.

C. The apparently successful bidder must submit separate bonds with corporate surety issued by companies authorized to do business in the Commonwealth of Pennsylvania on the prescribed forms, dated the date of the Contract, or separate Federal or Commonwealth chartered lending institution irrevocable letters of credit, in a form accepted and approved by the Township, or separate restrictive or escrow accounts with such lending institutions pursuant to an escrow agreement accepted and approved by the Township, each equal to one hundred percent (100%) of the Contract amount, to secure (a) the faithful performance and maintenance of the Contract; and (b) the prompt payment of materials and labor.

D. All bonds or other financial security submitted under the terms of this Contract shall be executed by one or more surety companies or Federal or Commonwealth chartered lending institutions acceptable to the Township and legally authorized to do business in the Commonwealth of Pennsylvania. All bonds must be in the form set forth in these Contract Documents.

E. The Township will not execute the Agreement until all required bonds or other authorized forms of financial security have been received and approved by the Township and the Engineer.

II. Insurance
A. The successful bidder is required to maintain worker's Compensation Insurance in accordance with the Pennsylvania Workers, Compensation Act (as amended by Act 57 of 2006). Proof of Workers' Compensation Insurance shall be submitted to the Township. Workers' Compensation Insurance shall be in the amounts required by law, for all employees employed at the various sites under this Contract. However, in no event shall the amount of the Policy be less than $100,000 Each Accident, $100,000 Disease - Each Employee and $500,000 Disease - Policy Limit.

B. The successful bidder is required to maintain General, Automobile and Umbrella Liability Insurance in amounts no less than that shown on Page INS-6, a standard marked-up Certificate of Insurance. Unless otherwise allowed within these Contract Documents, the policy shall include, under General Liability, insurance coverage, pertaining to explosion, collapse and underground hazard and the policy shall be specifically endorsed to eliminate any exclusions for explosion, collapse and underground hazard.

C. The successful bidder shall be liable and responsible, until final acceptance of the work, for any official or other authorized visitors to the work, or to other persons, and for all damages and injuries to all buildings, machinery, water courses or waterways, materials and appliances, and for all damages to any and all public, corporation or private property which may be occasioned by, or occur in, consequence of the work of the successful bidder, and full conformity to all of the specific requirements herein shall not relieve the successful bidder from the said liability and responsibility. The successful bidder shall assume all risks whatsoever as to all damages from the natural elements, fire, flood, trespass and from any and all other causes, and shall substantially protect accordingly all materials both before and after installation.

D. Any subcontractors that may be employed shall carry the same kinds of liability insurances in amounts not less than that required of the successful bidder under the Contract Documents. Furthermore, the insurance policy shall protect the Township and the acting Westtown Township Engineer (to the extent allowed by the law), from claims arising from the execution of the work under the Contract and under "Special Items" on the Certificate of Insurance. The Certificate shall contain the statement "Additional Insureds: Township of Westtown and the acting Westtown Township Engineer."
E. Within two (2) calendar days from the mailing of the notice of acceptance, the successful bidder shall submit copies of all policies and certificates of insurance for all coverages detailed above. The certification of insurance must clearly stipulate that the insurer will notify both the Township and the Engineer, in writing, ten (10) days prior to the cancellation of the policy. The Township will not execute the Agreement or issue the "Notice to Proceed" until all required insurance policies and certifications have been approved by the Township and the Engineer.

F. The successful bidder shall indemnify, defend and hold the Township harmless from, and against, all suits, claims, actions or judgements from any injury or damage sustained or alleged to have been sustained by any party or parties by reason of the use of defective material, furnished and delivered under the Contract to be awarded hereunder or by, or on account of, any act of omission or commission of any contractor, his, its or their agents or employees. If such action is brought against the Township, the successful bidder will immediately take charge of, and defend it as his, its or their own, cost and expense. The Township may, if it so desires, defend any such action and charge the expense of that defense to the successful bidder.

G. The requirements of this section shall be those in Section 5.04 of the General Conditions. Supplemental Conditions prevail over General Conditions where items are addressed, otherwise all other General Conditions apply to the Contract.
CERTIFICATE OF INSURANCE

PRODUCER:

ISSUE DATE (MM/DD/YY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW:

COMPANIES AFFORDING COVERAGE:

COMPANY
LETTER A
COMPANY
LETTER B
COMPANY
LETTER C

INSURED:

COVERS:

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

CO. TYPE OF INSURANCE POLICY NUMBER POLICY EFFECTIVE POLICY EXPIRATION Limits in thous.

<table>
<thead>
<tr>
<th>LTR</th>
<th>DATE (MM/DD/YY)</th>
<th>DATE (MM/DD/YY)</th>
<th>Limits</th>
</tr>
</thead>
</table>

GENERAL LIABILITY
GENERAL AGGREGATE $2000
XCOMMERCIAL GENERAL LIABILITY PRODUCTS-COMP/OP AGG. $2000
CLAIMS MADE X OCCUR. PERSONAL & ADV. INJURY $500
OWNER'S & CONTRACTOR'S PROT. EACH OCCURRENCE $500
FIRE DAMAGE (Any one fire) $100
MED. EXPENSE (Any one person) COMBINED SINGLE $5

AUTOMOBILE LIABILITY
X ANY AUTO LIMIT $500
ALL OWNED AUTOS BODILY INJURY (Per person) $5
SCHEDULED AUTOS BODILY INJURY (Per accident) $5
HIRED AUTOS PROPERTY DAMAGE $5
NON-OWNED AUTOS PROPERTY DAMAGE EACH OCCURRENCE $5

EXCESS LIABILITY
$ 500

X UMBRELLA FORM AGGREGATE $ 500

OTHER THAN UMBRELLA FORM WORKER'S COMPENSATION STATUTORY LIMITS
AND EACH ACCIDENT DISEASE-POLICY LIMIT $ 500

EMPLOYERS' LIABILITY DISEASE-EACH EMPLOYEE $ 100

GARAGE LIABILITY
PROPERTY DAMAGE EACH OCCURRENCE $ 500

OTHER

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Additional Insureds: Borough of Now Britain Named as additional insureds: New Britain Borough Engineer

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

INS-5
PERFORMANCE AND MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

__________________________________________________________________
(Contractor - Principal)
__________________________________________________________________
(Address)
as Principal, and
__________________________________________________________________
(Surety)
__________________________________________________________________
(Address)
a corporation organized and existing under the laws of the State of
_________________________ as Surety are held and firmly bound unto
the TOWNSHIP OF WESTTOWN  1039 WILMINGTON PIKE, WEST
CHESTER, PENNSYLVANIA 19382, as Obligee, in the full and just
several sums of
(A) __________________________________________________ Dollars
($ ______________ )(100% of contract award price)
for faithful performance of the Contract as designated in Paragraph
“A” below, AND
(B) __________________________________________________ Dollars
($ ______________ ),( 10% of contract award price)
for maintenance as designated in Paragraph "B" below; lawful money
of the United States of America, to be paid to the TOWNSHIP OF
WESTTOWN or its agents, to which payment well and truly to be
made and done, we bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by
these presents.
Sealed with our respective seals and dated this day
of___________________________ 20____.

WHEREAS, the above bounded Principal is about to enter into a
Contract with the TOWNSHIP OF WESTTOWN, dated the
_________________ day of ________________________, 20____, for the
construction of
WHEREAS, it is one of the conditions of the award of

presents be executed.

WHEREAS, this bond is given pursuant to the requirements of Act of the General Assembly of the Commonwealth of Pennsylvania approved December 20, 2067, Act 385, known as the "Public Works Contractors' Bond Law of 1967."

NOW THE JOINT AND SEVERAL CONDITIONS OF THIS OBLIGATION ARE SUCH:

A. That if the said (Contractor - Principal)

shall well and faithfully do and perform the things agreed by him to be done and performed according to the terms of said Contract and all relating documents thereto and made a part of said Contract, including the plans and specifications as therein provided, and which are hereby made part of this bond the same as though they were set forth herein, and shall pay for all materials and for all labor performed, and for the rental and hire of vehicles, tools and other appliances and equipment used or employed in the execution of said Contract, and shall indemnify and save harmless, the TOWNSHIP OF WESTTOWN, and all its officers, agents and employees from any expenses incurred through the failure of said Contractor to complete the work as specified and for any damages growing out of the manner of performance of said Contract by said Contractor or his subcontractors, or his or their agents, or servants, including patent, trademark and copyright infringements, then this part of this obligation shall be null and void, otherwise it shall be, and remain, in full force and effect, as though it was provided for, and in compliance with, Section 10, Act of May 2, 1945, P.L. 382, as amended.

Whenever the Contractor shall be declared by Obligee to be in default under the Contract, he Obligee, having performed Obligee's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions, or
2. Obtain a bid or bids for submission to Obligee for completing the Contract in accordance with its terms and conditions, and upon determination by Obligee and
Surety of the lowest responsible bidder, arrange for a contract between such bidder and Obligee and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion, less the balance of the contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Obligee to Contractor under the Contract and any amendments thereto, less the amount paid by Obligee to Contractor

B. That if the said

_______________________________________________________________
(Contractor - Principal)
shall remedy without cost to the TOWNSHIP OF WESTTOWN any defects which may develop during a period of one (1) year from the date of completion and acceptance of the work performed under said Contract, provided such defects, in the judgment of the TOWNSHIP OF WESTTOWN or its successors having jurisdiction in the premises, are caused by defective or inferior materials or workmanship, then this part of this obligation shall be null and void, otherwise it shall be, and remain, in full force and effect, as though it was provided for, and in compliance with, Section 10, Act of May 2, 1945, P. L. 382, as amended.

It is further agreed that any alterations which may be made in the terms of the Contract or in the work to be done or materials to be furnished or labor to be supplied or performed under it or the specifications accompanying the same or the giving by the TOWNSHIP OF WESTTOWN any extension of time for the performance of the Contract or any other forbearance on the part of either the TOWNSHIP OF WESTTOWN or________________________________________________________
(Contractor – Principal)
to the other, shall not, in any way, release the Principal and the Surety or Sureties or either or any of them, their heirs, executors, administrators, successors or assigns, from their liability hereunder, notice to the Surety or Sureties of any such alterations, extensions, additions to the Contract, or forbearance being hereby waived. Any suit under this bond must be instituted before the expiration of one (1) year from the date on which final payment under the Contract falls due.

IN WITNESS WHEREOF, the said Principal and Surety have duly executed this bond under seal the day and year written above.

CONTRACTOR___________________________________
WITNESS:

__________________________________________________________________
BY
___________________________________
(Seal)
SURETY___________________________________
WITNESS:
_________________________________________________________________
BY
___________________________________
(Seal)
___________________________________
Attorney-in-Fact

* A Power of Attorney authorizing the Attorney-in-Fact to act for
the Surety company must be attached.
LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that
______________________________________as
Principal, and_____________________________________________________________
as Surety, are held and firmly bound unto the TOWNSHIP OF WESTTOWN,
1039 WILMINGTON PIKE, WEST CHESTER, PENNSYLVANIA 19382
County of Chester, Pennsylvania, as Obligee, in the sum of
___________________________________________ Dollars($_____________)
to be paid to the Obligee aforesaid, its certain attorneys, successors or
assigns, to which payment, well and truly be made, we do bind ourselves, our
heirs, executors, administrators, successors and assigns, every one of them,
jointly and severally, firmly by these presents.

Witness our hands and seals this ______________________ day of
_______________________ in the year of our Lord, Two Thousand and
______.

Whereas, the said___________________________________, is about to enter into  a
(Contractor - Principal)
written contract with the Township of Westtown, Obligee
for
2055, pursuant of an award of said Contract to Principal on the date
hereof, and

WHEREAS, this bond is given pursuant to the requirements of the Act of the
General Assembly of the Commonwealth of Pennsylvania, approved December

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS
SUCH, that if the said
______________________________________
(Contractor - Principal)
shall promptly make payment of all material furnished and labor supplied or performed in the prosecution of the work, whether or not the said material and labor enter into and become component parts of the work or improvement contemplated, then this obligation shall be void, otherwise it shall remain in full force and effect.

The said Principal and Surety, jointly or severally, further covenant and agree that every claimant (person, firm, partnership, copartnership, association or corporation, except as hereinafter provided), who, whether a subcontractor or otherwise, has furnished material or supplied or performed labor in the prosecution of the work provided for in the Contract for which this bond has been given, and who has not been paid in full therefor before the expiration of ninety (90) days after the date on which such claimant performed the last of such labor or furnished the last of such materials for which he claims payments, may bring an action on this bond for such labor and material, and may prosecute the same to final judgement for such sum or sums as may be justly due him, them or it and for execution thereon, provided, however, that the Obligee shall not be liable for the payment of any costs or expenses of any suit, and provided, further, no such action may be commenced after the expiration of one (1) year from the date on which the last of the labor was performed or material was supplied for the payment of which such action is brought by the claimant.

Any claimant who has a direct contractual relationship with any subcontractor of the prime contractor who gave this bond but has no contractual relationship, express or implied, with such prime contractor may bring an action on this bond, as heretofore provided, only if he has given written notice in the manner provided for by the above-mentioned Act to such contractor within ninety (90) days from the date on which the claimant performed the last of the labor or furnished the last of the materials for which he claims payment, stating with substantial accuracy the amount claimed and the name of the person for whom the work was performed or to whom the material was furnished.

"Labor and materials shall include public utility services and reasonable rentals of equipment, but only for periods when used at the site.

AND PROVIDED, that said Surety, for value received, hereby stipulates and agrees that no change, extension, alterations or addition to the terms of said Contract, shall in any way release the Principal and
the Surety, or either of them, his, their, or its heirs, executors, administrators, successors or assigns from their liability hereunder, and the said Surety does hereby waive notice of any such change, extension, alterations or additions. (Individual Principals sign here)

In the presence of:

___________________________________  

__________ (Seal)

___________________________________  

__________ (Seal)

___________________________________  

__________ (Seal)

___________________________________  

__________ (Seal)

(Corporate Principals sign here)

Attest:

__________________________________________________________________  

__________________________________________________________________

___________________________________     By

___________________________________

(Seal)

(Surety sign here)

Witness:

__________________________________________________________________  

__________________________________________________________________  

__________________________________________________________________
By __________________________________
*Attorney-in-Fact           (Seal)

* A Power of Attorney authorizing the Attorney-in-Fact to act for the Surety company must be attached.
## PREVAILING MINIMUM WAGE PREDETERMINATION

<table>
<thead>
<tr>
<th><strong>Project Name:</strong></th>
<th>Tyson Park-Phase 2 Improvements</th>
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<tbody>
<tr>
<td><strong>Awarding Agency:</strong></td>
<td>Pa. Dept. of Conservation and Natural Resources</td>
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<tr>
<td><strong>Contract Award Date:</strong></td>
<td>1/1/2018</td>
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<tr>
<td><strong>Serial Number:</strong></td>
<td>19-02303</td>
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<tr>
<td><strong>Project Classification:</strong></td>
<td>Highway</td>
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<tr>
<td><strong>Determination Date:</strong></td>
<td>3/18/2019</td>
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<tr>
<td><strong>Assigned Field Office:</strong></td>
<td>Philadelphia</td>
</tr>
<tr>
<td><strong>Field Office Phone Number:</strong></td>
<td>(215)560-1858</td>
</tr>
<tr>
<td><strong>Toll Free Phone Number:</strong></td>
<td></td>
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<tr>
<td><strong>Project County:</strong></td>
<td>Chester County</td>
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<tr>
<td>Project: 19-02303 - Building</td>
<td>Effective Date</td>
</tr>
<tr>
<td>-------------------------------</td>
<td>----------------</td>
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<tr>
<td>Asbestos &amp; Insulation Workers</td>
<td>5/1/2018</td>
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<td>Bricklayer</td>
<td>5/1/2018</td>
</tr>
<tr>
<td>Carpenter - Chief of Party (Surveying &amp; Layout)</td>
<td>5/1/2018</td>
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<td>Truckdriver class 3 (see notes)</td>
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As a contractor/subcontractor for the above referenced public works contract, I hereby affirm that as of the above date, our company is in compliance with the Public Works Employment Verification Act (‘the Act’) through utilization of the federal E-Verify Program (EVP) operated by the United States Department of Homeland Security. To the best of my/our knowledge, all employees hired post January 1, 2013 are authorized to work in the United States.

It is also agreed to that all public works contractors/subcontractors will utilize the federal EVP to verify the employment eligibility of each new hire within five (5) business days of the employee start date throughout the duration of the public works contract. Documentation confirming the use of the federal EVP upon each new hire shall be maintained in the event of an investigation or audit.

I, _______________________, authorized representative of the company above, attest that the information contained in this verification form is true and correct and understand that the submission of false or misleading information in connection with the above verification shall be subject to sanctions provided by law.

Authorized Representative Signature
GENERAL CONDITIONS
GENERAL CONDITIONS

1. DEFINITIONS

The project OWNER is **Westtown Township**. Whenever the word Owner is used herein, it shall refer to and designate the party of the first part of the contract contained herein.

The CONTRACTOR is the individual, group, partnership or corporation undertaking to do the work herein specified (including his or their heirs, legal representatives, successors or assigns) and is the party of second part of the contract contained herein.

The word ENGINEER refers to **Carter van Dyke Associates** the person, firm or corporation who represents the OWNER on the contract contained herein and shall extend to and include any employee or agent of Carter van Dyke Associates for this Project.

The CONTRACT DOCUMENTS consist of the Advertisement, Instructions to Bidders, Form of Proposal, General Conditions, Construction Specifications, Form of Agreement, Form of Bond, List of Contract Drawings, Standard Details and the Plans, and all other documents as described in these specifications.

A SUB-CONTRACTOR is an individual group, partnership or corporation, having a direct contract with the Contractor to furnish a special service, labor or material towards the completion for the Contractor’s contract.

A CONSTRUCTION OBSERVER is an authorized representative of the Engineer and/or Owner, assigned to observe the work performed and the materials supplied by the Contractor for compliance with the Contract Documents.

The term WORK, used herein, includes all labor and/or materials, equipment and any other facilities necessary for the Contractor to complete the contract.
The term APPROVED, used herein, shall be held to mean as approved by the Engineer.

The term SUBSTANTIAL COMPLETION used herein shall be held to mean construction that is sufficiently completed in accordance with the Contract Documents and certified by the Engineer of the Owner, as modified by change orders agreed to by the parties, so that a project can be used, occupied or operated for its intended use. In no event shall a project be certified as substantially complete until at least ninety percent (90%) of the work on the project is completed.

NOTICE shall be deemed to have been duly served if written and delivered in person to the individual or to a member of the firm, or to an officer of the Corporation for whom it is intended, or if delivered at or sent by registered mail to the last business address known to him who gives notice.

2. OTHER CONTRACTS

The Owner may award, or may have awarded other contracts for additional work, and the Contractor shall cooperate fully with such other Contractors, by scheduling work with that to be performed under other contracts as may be directed by the Owner. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other Contractor as scheduled.

3. SUB-CONTRACTS

No part of the contract shall be sublet without the prior written approval of the Owner and setting forth requirements to be met.

4. MUTUAL RESPONSIBILITY OF CONTRACTORS

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

5. FITTING AND COORDINATION OF WORK

The Contractor shall be responsible for the proper fitting of all work and for the coordination of the operations of all trades, subcontractors, or material men engaged upon this contract. The bidder shall be prepared to guarantee to each of their subcontractors the locations and measurements that they may require for the fitting of their work to all surrounding work. The Contractor must inform the Township Manager and the Owner's Representative (Carter van Dyke Associates) one (1) week in advance of any work to be performed on this project.

6. SUPERINTENDENCE BY CONTRACTOR

At all times during which work is being performed under or affecting this contract, the Contractor shall keep a competent Superintendent acceptable to the Engineer constantly on the site from the commencement of work under this contract until the completion thereof, who shall be constantly in touch with work and in all interlocking contracts affected thereby. The Superintendent shall, in the absence of the Contractor, see that the instructions of the Engineer are carried out and all directions given such Superintendent shall be as binding as if given to the Contractor.

7. PERMITS, LICENSES AND TAXES

The Contractor shall give all notice required by and comply with all applicable laws, ordinances, and codes of the Local Government, all construction work and/or utility installations shall comply with all applicable ordinances, and codes including all written waivers. Before installing any work, the Contractor shall examine the Drawing and Detail Specifications for compliance with applicable ordinances and codes and shall immediately report any discrepancy to the Owner. Where the requirements of the Drawings and Detail Specifications fail to comply with such applicable ordinances or codes, the Owner will adjust the Contract by Change Order to
conform to such ordinances or codes (unless waivers in writing covering the difference have been granted by the governing body or department) and make appropriate adjustment in the Contract Price or stipulated unit prices.

Should the Contractor fail to observe the foregoing provisions and proceed with the construction and/or install any utility varying with any applicable Ordinance or code, including any written waivers (notwithstanding the fact that such installation is in compliance with the Drawings and Detail Specifications) the Contractor shall remove such work without cost to the Owner.

The Contractor shall at their own expense, secure and pay to the appropriate department of the Local Government the fees, or charges for all permits required by the local regulatory body or any of its agencies. Permits for the opening and/or occupation of Township roads shall be obtained by the Contractor and State Highway permits shall be obtained by the Owner. However, all inspection fees and/or any other charges shall be borne by the Contractor, whether same is billed directly or to the Owner. Should any such bill be left unpaid by the Contractor, the Owner shall be empowered to pay such bills and the cost thereof deducted from any monies due or to become due the Contractor.

Whenever the proposed construction requires sales, consumers use, or other similar tax, the Contractor shall pay for same.

8. PROVISIONS REQUIRED BY LAW

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein; and, if through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon the application of either party the Contract shall forthwith be physically amended to make such insertion.

9. PROTECTION OF WORK AND PROPERTY

The Contractor shall provide adequate protection against injury or loss arising in connection with this contract for all work and the property of the Owner. The bidder shall make good any such damage, injury or loss, except
such as may be directly to errors in the drawings or specifications or caused by agents or employees of the Owner. The bidder shall adequately protect adjacent property as provided by law and the specifications and drawings. The bidder shall provide facilities for protection required by public authority or local conditions as passageways, guard fences, lights, etc.

The Contractor shall preserve and protect all trees, shrubs and grass on or adjacent to the site which do not reasonably interfere with the construction as may be determined by the Engineer and the Contractor shall be responsible for all unauthorized cutting or damaging of trees and shrubs, including damage due to careless operation of equipment, stockpiling of materials or tracking of grass areas by equipment. The Contractor shall remove only those trees designated by the Engineer to be removed.

10. TEMPORARY PROVISION FOR PUBLIC TRAVEL

The Contractor shall perform work in such a manner as to interfere as little as possible with the use of intersecting roads or adjoining property. No excavation shall be left open or other obstruction allowed to remain longer than is absolutely necessary; and the Contractor shall provide all safeguards and temporary passageways that may be necessary for the convenience and protection of all persons using said property either day or night. All traffic control must be in accordance with PennDOT Publication 213M, as amended.

11. SHOP DRAWINGS & MATERIALS CERTIFICATIONS

All materials for bituminous paving must be from PennDOT approved suppliers. The Contractor shall check and verify all field measurements and shall submit with such promptness as to cause no delay in their own work or in that of the Owner or any other Contractor, four (4) copies, checked and approved, of all shop or setting drawings, materials certifications, and schedules required for the work of the various trades. The Engineer shall check and approve, with reasonable promptness, such schedules and drawings only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. The Contractor shall make any corrections required by the Engineer, file two copies and furnish such other copies as may be needed. The Engineer's
approval of such drawings or schedules shall not relieve the Contractor from responsibility for deviations from Drawings or Specifications, unless the bidder has in writing called the Engineers’ attention to such deviations at the time of submission, and secured written approval, nor shall it relieve from responsibility for errors in shop drawings or schedules.

12. TERMINATION, DELAYS, LIQUIDATED DAMAGES

If the Contractor refuses or fails to prosecute the work with such diligence as will insure its completion within the time specified in these Contract Documents, or as modified as provided in these Contract Documents, the Owner, by written notice to the Contractor, may terminate the Contractor’s right to proceed with the work. Upon such termination, the Owner may take over the work and prosecute the same to completion by contract or otherwise, and the Contractor and their sureties shall be liable to the Owner for additional cost incurred by the Owner for liquidated damages for any delay in the completion of the work as provided below. If the Contractor’s right to proceed is so terminated, the Owner may take possession of and utilize in completing the work materials, tools, equipment and plans as may be on the site of the work, and necessary therefore.

If the work cannot be completed within the time stipulated, including any extensions of time for excusable delays as herein provided, the Contractor shall pay to the Owner Liquidated Damages for each calendar day of delay, as set forth in the Form of Agreement, and the Contractor and their sureties shall be liable to the Owner for the amount thereof.

The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with Liquidated Damages for any delays in the completion of the work due:

To any acts of the Government, including controls or restriction upon or requisitioning of materials, equipment, tools, or labor by reason of war, national defense, or any other national emergency;

To any acts of the Owner;

To causes not reasonably foreseeable by the parties to this contract at the time of the execution of the contract which are beyond the control
and without the fault of negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, acts of another Contractor in the performance of some other contract with the Owner, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions; and To any delay of any subcontractor occasioned by any of the causes specified in sub-paragraphs above.

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

Should the completion of the work be delayed beyond the time herein specified for completion for any reason other than the act of neglect of the Owner, or an approved extension of time, the Contractor shall pay the Owner the actual engineering expenses incurred by the Owner as a result of such delay and the Owner may deduct such engineering costs from any payments due or to become due the Contractor.

13. INCONSISTENT SPECIFICATIONS AND DRAWINGS

Anything mentioned in the Detail Specifications and not shown on the Drawings or shown on the Drawings and not mentioned in the Detail Specifications, shall be of like effect as if shown on or mentioned in both. In case of difference between Drawings and Detail Specifications, the better quality or greater quantity of work or materials and the more stringent requirements shall be included in the bid, and unless otherwise ordered in writing, shall be performed or furnished.

14. USE OF PREMISES

The Contractor shall confine equipment, storage or materials and construction operations to the Tyson Park property, or as may be directed by the Owner.
15. POSSESSION PRIOR TO COMPLETION

The Owner shall have the right to take possession or use any completed or partially completed part of the work, but such possession or use shall not be deemed an acceptance of any work not completed in accordance with the Contractor.

16. CHANGES IN THE WORK

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

Except for the purpose of affording protection against endangering life or property, the Contractor shall make no changes in the materials used or in the specified manner of constructing and/or installing the improvements or supply additional labor, services, or materials beyond that actually required for the execution of the Contract, unless in pursuance of a written order from the Owner authorizing the Contractor to proceed with the change. No claim for an adjustment of the contract price will be valid unless so ordered.

Where applicable, when unit prices are contained in the Bid, the Owner may order the Contractor to proceed with desired changes in the work. The values of such changes are to be determined by the measured quantities involved and the applicable unit prices specified in the Contract. The Owner shall, before ordering the Contractor to proceed with desired changes, request an itemized bid from him covering the work involved in the change, following which the procedure shall be as follows:

If the bid is acceptable, the Owner will prepare the change order in accordance therewith for acceptance by the Contractor and;
If the bid is not acceptable, and prompt agreement between the two parties cannot be reached, the Owner may order the Contractor to proceed with the work on a Cost of Work basis.

Payment under Cost of Work will be for the actual and necessary direct cost of the work in accordance with the orders of the Engineer, and in addition thereto the percentage of such cost hereafter stated. “Actual and necessary direct cost” shall be deemed to include the following:

The actual expenditure for labor for the time actually engaged in the work, including the distributed cost of foreman in direct charge of such labor and insurance, taxes and other payments applicable to such labor.

The actual expenditure for materials used up or incorporated in the work.

A reasonable hourly, weekly or monthly rental as applicable, as determined by the Engineers, for use of motor trucks and special equipment such as power-operated shovels, cranes, drills, paving breakers, etc. (but not including small hand tools), at a rate not to exceed the current local rate charged for the type of equipment used, for the time that such equipment is required on the work for the performance of Cost of Work Exclusively. The rental price shall be for the equipment provided on the work and shall include transportation to and from the work, fuel, power, lubricants, operating tools, repairs, depreciation, replacements, and the sharpening of drills and other tools required to keep them in the best working condition.

To the actual and necessary direct cost of the work done under COST OF WORK as noted above, fifteen (15) percent will be added to the expenditure for labor as set forth in sub-paragraph (1) above and ten (10) percent will be added to the expenditure for materials. No additions will be allowed to the rental of trucks, and special equipment. These percentages, and the rental price for equipment furnished, shall be deemed to cover the cost of heat, light, use and upkeep of small hand tools, administration, engineering, superintendence, all loss, damage, risk, and expenses incidental to the work and profit. The Contractor shall have no claim in excess of the above, such payments being in full compensation for the performance of such work and
the furnishing of such materials and for all expense in connection therewith and incidental thereto.

Should the Contractor sublet any portion of the work to be executed under COST OF WORK, payment for that portion will be computed as the actual and necessary direct cost as defined above, exclusive of any profit to the subcontractor, plus the percentages allowed, plus five percent (5%) of the total paid to the sub-Contractor.

The Contractor shall submit daily a statement in duplicate of work done on a Cost of Work basis within twenty-four hours of the time the work is done. In addition, representatives of the Engineer and the Contractor shall make daily comparison of the time and rates of labor, material used, etc., as given therein. After correction, if necessary, this comparison shall be signed by each and filed with the Engineer and the Contractor. The Contractor shall submit to the Engineer monthly, prior to each current estimate, four copies of an itemized statement of the amount and value of labor and materials furnished, accompanied by the original receipted bills for commodities purchased or for work performed under a subcontract, and by an affidavit certifying the correctness of the said statement. The Engineer shall have access to any books, vouchers, records, and memoranda showing the labor employed and the materials actually used on the specific operation and the actual net cost thereof.

17. CLAIMS FOR EXTRA COST

If the Contractor claims that any instructions by Drawing or otherwise involve extra cost or extension of time, the bidder shall, within ten (10) days after the receipt of such instructions, and in any event before proceeding to execute the work, submit a claim thereto in writing to the Owner, stating clearly and in detail the basis of objections. No such claim will be considered unless so made.

Any discrepancies, which may be discovered between actual conditions and those represented by the Drawings and maps shall at once be reported to the Owner and work shall not proceed except at the Contractor’s risk, until written instructions have been received by him from the Owner.
If, on the basis of the available evidence, the Owner determines that an adjustment of the Contract Price and/or Time is justifiable, the procedure shall then be as provided herein.

18. **ESCALATOR CLAUSE/PRICE ADJUSTMENT OF BITUMINOUS MATERIALS**

Price adjustments shall **NOT** be required, in the form of a payment to the Contractor or as a rebate to the Owner, for fluctuations in the cost of asphalt cement used in the bituminous materials placed as part of the construction work in this project.

**Westtown Township has chosen to NOT adopt the requirements of the Escalator Clause / Price Adjustment of Bituminous Materials and is therefore not financially responsible for any Price Adjustment of Bituminous Materials in accordance with Section 110.04 of PennDOT Specifications - Publication 408.**

19. **DISPUTES**

All disputes arising under this Contract or its interpretation, whether involving law or fact or both or extra work and all claims for alleged breach of contract within (10) days of commencement of the dispute shall be presented by the Contractor to the Owner for decision. All papers pertaining to claims shall be filed in quadruplicate. Such notice need not detail the amount of the claim but shall state the facts surrounding the claims in sufficient detail to identify the claim, together with its character and scope. In the meantime, the Contractor shall proceed with the work as directed. Any claim not presented within the time limit specified within this paragraph shall be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within ten (10) days of its commencement, the claim will be considered only for a period commencing ten (10) days prior to the receipt by the Owner of notice thereof.

The Contractor shall submit in detail a claim and their proof thereof. Each decision by the governing body of the Owner will be in writing and will be mailed to the Contractor by registered mail, return receipt requested.
If the Contractor does not agree with any decision of the Owner, the bidder shall in no case allow the dispute to delay the work but shall notify the Owner promptly that the bidder is proceeding with the work under protest and may then accept the matter in question from the final release.

20. MATERIALS AND WORKMANSHIP

Unless otherwise specifically provided for in the Detail Specifications, all workmanship, equipment, materials and articles incorporated in the work shall be new and the best grade of the respective kinds for their purpose. Where equipment, materials, articles or workmanship are referred to in the Detail Specifications as “Equal To” any particular standard, the Engineer shall decide the question of equality.

The Contractor shall furnish to the Engineer for approval the manufacturer’s detailed specifications for all machinery, mechanical and other special equipment, which the bidder contemplates installing together with full information as to type, performance characteristics, and all other pertinent information as required, and shall likewise submit for approval as required full information concerning all other materials or articles which the bidder proposes to incorporate in the work.

All bituminous paving materials must be from PENNDOT approved suppliers.

No Reclaimed Asphalt Pavement (RAP) shall be permitted for use in surface wearing courses.

Machinery, mechanical and other equipment, materials or articles installed or used without such prior approval shall be at risk of subsequent rejections.

Materials specified by reference to the number or symbol of a specific standard, such as an ASTM Specification, a Federal Specification or other similar standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the Invitation for Bids except as limited to type, class or grade, or modified in such reference. The standards referred to, except as modified in the Detail Specifications, shall have full force and effects as though printed therein.
The Owner may require the Contractor to dismiss from the work such employee or employees as the Owner or the Engineer may deem incompetent or careless or insubordinate.

21. SAMPLES, CERTIFICATES AND TESTS

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

Each sample submitted by the Contractor shall carry a label giving the name of the Contractor, the project for which it is intended, and the name of the producer. The accompanying certificates or letter from the Contractor shall state that the sample complies with contract requirements, shall give the name and brand of the product, its place of origin, the name and address of the producer and all specifications or other detailed information which will assist the Engineer in passing upon the acceptability of the sample promptly. It shall also include the statement that all materials or equipment furnished for use in the project will comply with the samples and/or certified statements.

Approval of any materials shall be general only and shall not constitute a waiver of the Owner’s right to demand full compliance with Contract requirements. After actual deliveries, the Engineer will have such check tests made as deemed necessary in each instance and may reject materials and equipment and accessories for cause, even though such materials and articles have been given general approval. If materials, equipment or accessories that fail to meet check tests have been incorporated in the work, the Engineer will have the right to cause their removal and replacement by proper materials or to demand and secure such reparation by the Contractor as is equitable.
The Contractor is responsible to ensure all wearing course material placed has achieved proper compaction in accordance with PennDOT Publication 408 / 2011 as amended.

22. CHANGES IN EQUIPMENT AND/OR MATERIALS

In these specifications and on accompanying drawings, there are specified and shown certain pieces of equipment and/or materials which are deemed most suitable for service anticipated. This is not done to eliminate other equipment and material equally as good and efficient. Contractor shall prepare their bid on particular material and equipment specified. Following award of contract, should Contractor desire to use some other make of machinery, equipment or material, the bidder shall submit to Engineers a written request for such change and in it shall state advantage to Owner and saving or additional cost involved by substitution. The Engineer shall solely determine if such change(s) will be permitted.

If the requested change resulted in added engineering costs, the Contractor and Owner will be notified of the magnitude of same, by the Engineer, and the change will only be processed upon agreement by the Contractor to pay for the added engineering costs. If the Contractor refuses to pay said added costs, the Contractor must supply the equipment and/or materials specified.

23. PATENTS

The Contractor shall hold and save the Owner, its officers, and employees, harmless from liability of any nature or kind including costs and expenses, for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract including its use by the Owner unless otherwise specifically stipulated in the Detail Specifications.

24. WARRANTY OF TITLE

No material, supplies, or equipment for the work shall be purchases subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. The Contractor shall warrant good title to all materials, supplies, and equipment installed or incorporated in the work and upon completion of
all work, shall deliver the same together with all improvements and appurtenances, constructed or places thereon by him to the Owner free from any claim, liens, or charges. Neither the Contractor nor any person, firm or corporation furnishing any material or labor for any work covered by this contract shall have any right to a lien upon any improvement or appurtenance thereon. Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor to recover under any bond given by the Contractor for their protection or any rights under any law permitting such persons to look to funds due the Contractor in the hands of the Owner. The provisions of this paragraph shall be inserted in all subcontracts and material contracts; notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such material.

25. **THE OWNER'S RIGHT TO DO WORK**

If the Contractor should neglect to execute the work properly or fail to perform any provision of the Contract, the Owner, after three days' written notice to the Contractor may, without prejudice to any other remedy, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor, provided, however, that the Engineer shall approve both such action and the amount charged to the Contractor.

26. **THE OWNER'S RIGHT TO TERMINATE CONTRACT**

If the Contractor should be adjudged bankrupt, or if the Contractor should make a general assignment for the benefit of their creditors, or if a receiver should be appointed on account of insolvency, or if the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if the Contractor should fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws, ordinances or the instructions of the Engineers, or otherwise be guilty of a substantial violation of any provision of the Contract, then the Owner, upon the certification of the Engineers that sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving the Contractor, and their surety if any, seven (7) days’ written notice terminate the employment of the Contractor and take possession of the premises and of all materials, tools and appliances thereon and finish the
work by whatever method may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract Sum shall exceed the expense of finishing the work including compensation for additional managerial and administrative services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner. The expense incurred by the Owner as herein provided, and the damage incurred through the Contractor’s default, shall be certified by the Engineers.

27. DAMAGES

Should either party to the Contract suffer damages because of any wrongful act or neglect of the other party or of anyone employed by him, claim shall be made in writing to the party liable within a reasonable time of the first observance of such damage and not later than the final payment, except as expressly stipulated otherwise in the case of faulty work or materials, and shall be adjusted by agreement or arbitration.

28. ENGINEER’S STATUS

The Engineer shall be the Owner’s representative during the construction period. The Engineers will make periodic visits to the site to familiarize themselves, generally, with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the Contract Documents. They will not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the work and they will not be responsible for the Contractor’s failure to carry out the construction work in accordance with the Contract Documents. During such visits and on the basis of their observations while at the site, they will keep the Owner informed of the progress of the work, will endeavor to guard the Owner against defects and deficiencies in the work of Contractor, and they may condemn work as failing to conform to the Contract Documents. They shall have authority to act on behalf of the Owner only to the extent expressly provided in the Contract Documents or otherwise in writing, which shall be shown to the Contractor. They shall have authority to reject the work whenever such rejection may be necessary in their reasonable opinion to insure the proper execution of the Contract.
The Engineer shall be, in the first instance, the interpreter of the conditions of the Contract and the judge of its performance. They shall side neither with the Owner nor with the Contractor but shall use their powers under the Contract to enforce its faithful performance by both. In case of termination of the employment of the Engineer, the Owner shall appoint a capable and reputable Engineer against whom the Contractor makes no reasonable objection, whose status under the Contract shall be that of the former Engineer; any dispute in connection with such appointment shall be subject to arbitration.

29. NO ESTOPPEL OR WAIVER OF LEGAL RIGHTS

The Owner or the Engineer shall not be precluded or estopped by any measurement, estimate or certificate, made or given by either of them or by any agent or employee of the Owner under any provision or revisions of the contract at any time, either before or after the completion and acceptance of the work and payment thereof pursuant to any measurements, estimate or certificate is untrue or incorrectly made in any particular or that the work or materials or any part thereof, do not conform in fact to the contract. The Owner shall have the right to reject the whole or any part of the aforesaid work or materials should said measurements, estimate, certificate or payment be found or be known to be inconsistent with the terms of the contract or otherwise improperly given. The Owner shall not be precluded or estopped not withstanding any such measurement, estimate, certificate and payment in accordance therewith, from demanding and recovering from the Contractor and their surety such damages as may be sustained by reason of their failure to comply with the terms of the Contract. Neither the acceptance by the Engineer, or any agent or employee of the Owner nor any certificate by the Engineers for payment of money, nor any payment for, nor acceptance of the whole or any part of the work by the Owner or the Engineers nor any extension of time, nor any possession taken by the Owner or their employees, shall operate as a waiver of any portion of the contract or of any power herein reserved by the Owner, or any right to damages herein provided, nor shall any waiver of any breach of contract be held to be a waiver of any other or subsequent breach.

30. SAFETY AND HEALTH REGULATIONS (OSHA)
The Contractor shall comply with the Department of Labor Safety and Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (PL-91-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL-91-54). All work must be in compliance with State and Federal Occupational Health and Safety Regulations.

31. ARBITRATION

All claims disputes and other matters in question arising out of, or relating to, this Contract or the breach thereof shall be decided by mutual agreement to arbitration in accordance with the Construction Arbitration Rules of the American Arbitration Association then obtaining. This agreement so to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any court having jurisdiction thereof except in disputes between the Contractor and the Owner over the payment of retainage and final payment on contracts in excess of $50,000, either party shall have the right of appeal from any decision and award as provided by law. Notice of the request for arbitration shall be filed in writing with the other party to the Agreement and with the American Arbitration Association, and a copy shall be filed with the Engineer. The request for arbitration shall be made within a reasonable time after the claim, dispute or other matters in question has arisen, and in no event shall it be made after institution of legal or equitable proceedings based on such claims, dispute or other matter in question would be barred by the applicable statute of limitations.

The Contractor will carry on the Work and maintain the progress schedule during any arbitration proceedings, unless otherwise agreed by him and the Owner in writing.

32. INDEMNIFICATION

The Contractor will indemnify and hold harmless the Owner and the Engineer and their agents and employees from and against all claims, damages, losses and expenses including attorney’s fees arising out of resulting from the performance of the Work, provided that any such claim, damage, loss or expense (a) is attributed to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the
work itself) including the loss of use resulting there from and (b) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

In any and all claims against the Owner or the Engineer or any of their agents or employees by any employee of the Contractor, and Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose agents any of them may be liable, the indemnification obligation shall not in any way be limited on the amount or type or damages, compensation of benefits payable by or for the Contractor or any Subcontractor under workmen’s compensation acts, disability benefit acts or other employee benefit acts.

The obligation of the Contractor shall not extend to the liability of the Engineer, their agents or employees arising out of (a) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications or (b) the giving of or the failure to give directions or instructions by the Engineer, their agents or employees provided such giving or failure to give is the primary cause of injury of damage.

33. CONTRACT SECURITY

The Contractor shall furnish a Performance Bond with surety by a company authorized to enter into surety agreements in the Commonwealth of Pennsylvania in an amount of 100% of the Contract as security for faithful Performance of this contract and a separate surety bond in an amount equal to 100% of the contract for the payment of all persons performing Labor and Materials on the project under this contract. A separate Maintenance bond in an amount equal to 10% of the total contract price up to $200,000; plus 10% above $200,000 shall be furnished prior to final payment. The Performance and Labor and Materials bonds are to continue in effect for a period of one (1) year after final payment. The Maintenance bond is to continue in effect for a period of one (1) year after the date of completion, approval and acceptance of the entire work. Work shall not commence under this contract until each of the above bonds has been obtained. The form of the bond, the indemnity of the surety company and the amount of the surety shall be
satisfactory in form and substance to the Township. In lieu of a Performance Bond, an official check, cashier’s check, or certified check will be accepted in the amount of 100% of the amount of the bid along with a security escrow agreement satisfactory in form and substance to the Township. Any check submitted in place of the Performance Bond shall be immediately deposited by the Township in a non-interest-bearing account. The successful contractor shall supply the executed services agreement, insurance documents and performance bond or check to the Township within 10 days after Contractor has been notified by certified mail. If the Township does not receive said documents with performance guarantee (Performance Bond or check) within that 10-day time period, the Township reserves the right to reject the bid and retain the bid security. The Township shall release the performance security once it has been determined by the Township that the Contractor has successfully fulfilled the obligations of this bid / contract. This release will be in the form of a Township check if the performance security was posted in the form of a check.

All Bonds must be executed by a corporate surety satisfactory to the Owner, and each set of bonds executed must include a Power of Attorney and the latest statement of assets and liabilities with an authorized signature from that company. Should any surety upon such bonds become unsatisfactory to the Owner, the Contractor must promptly furnish such additional security as may be required from time to time to protect the interests of the Owner.

Only bonds from companies licensed to do business in the State where the Owner is located will be accepted and the bond shall so state same.

34. CONSENT OF SURETY

Consent of Surety must be submitted by all Bidders with their bid packages. All Bonds must be executed by a corporate surety satisfactory to the Owner. Consent of Surety shall consist of a statement from the bidder’s bonding company certifying if the bidder is awarded the bid, the bonding company will provide a bond on the form that is provided herein in the amount of one hundred (100%) percent of the total bid award. The Consent of Surety must be accompanied by a Power of Attorney attesting to the signer’s authority to commit the bonding company, and the latest statement of assets and liabilities with an authorized signature from that company. The Consent of Surety must not contain any conditions that contradict the terms and
conditions of these Specifications and/or the Performance Bond. Should any surety upon such bonds become unsatisfactory to the Owner, the Contractor must promptly furnish such additional security as may be required from time to time to protect the interests of the Owner.

Only bonds from companies licensed to do business in the State where the Owner is located will be accepted and the bond shall so state same.

35. CONTRACTOR'S INSURANCE

A. The CONTRACTOR shall purchase and maintain such policy or policies of insurance written on an “occurrence” basis as will protect from claims, as hereinafter set forth, which may arise out of or result from the CONTRACTOR'S operation under this Agreement, whether such operations be by himself or by any subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Such insurance shall name Westtown Township, its agents, employees, officers, and assigns, the Township's consultant, its agents, employees, officers, and assigns, and the Property OWNER (if different than Westtown Township as so noted in this bid document) as parties additionally insured under the policy/policies. Original Certificates of Insurance, made out to the Westtown Township, must be provided to Westtown Township prior to execution of the Agreement by the Township. The kinds of claims to be insured against are as follows:

1. Claims for damages because of bodily injury, occupational disease, sickness, disease or death of CONTRACTOR'S employees.

2. Claims for damages because of bodily injury, sickness or disease of any person other than CONTRACTOR'S employees.

3. Claims for damages insured by usual personal injury liability coverage that are sustained by any person as a result of any injury directly or indirectly related to the employment of such person by the CONTRACTOR or by any other person.

4. Claims for damages other than to the work itself because of injury to and destruction of tangible property, including loss of use resulting there from. Any care, custody, and control exclusion shall be removed.
5. Claims for damages because of bodily injury or death of any persons or property damage arising out of the ownership, maintenance, or use of any motor vehicle.

6. Claims for false arrest or imprisonment, assault and battery, errors and omissions, invasion of civil rights, and like claims.

B. Comprehensive General Liability and Comprehensive Automobile Liability shall be for not less than the limits set forth below, or as may be required by law, whichever is greater:

1. Bodily Injury (including owned and non-owned vehicles); Personal Injury; Property Damage Liability (including owned and non-owned vehicles); and Contractual Liability with limits of not less than $2,000,000 per occurrence.

2. Comprehensive General Liability Insurance shall include coverage for explosion, collapse, underground hazards, and completed operations coverage.

3. Any excess/umbrella coverage carried will follow form with all underlying coverages. The insurance coverage required under this paragraph must be maintained by the CONTRACTOR throughout the term of this Agreement.

C. Special coverage may be required in addition to any of the foregoing as may be specifically set forth in any special conditions of the contract. Policies shall be effective commencing by the first day of work and remain in effect during the life of the project. If the CONTRACTOR’S insurance expires during the term, the Township may at its sole option withhold payments and/or stop the work until the insurance coverage is renewed.

D. The Agreement will not be executed by Westtown Township in the absence of Certificates of Insurance.

FAILURE TO PROVIDE CERTIFICATES OF INSURANCE SHALL BE CONSIDERED GROUNDS TO TERMINATE THE CONTRACT AWARD.

36. PROGRESS SCHEDULE
The Contractor shall submit for approval prior to construction a detailed schedule outlining all major activities. Upon approval, the Contractor shall adhere to this schedule unless written permission to the contrary is given by the Owner. In addition, the Contractor must submit a schedule for shop drawings/mix designs submissions for the approval of the Township Engineer.

37. LOCATION OF UTILITIES

Since it is the desire of the Owner to disturb the area of construction only during the contract period and because all of the necessary equipment and materials are more readily available to the Contractor during the construction, these specifications provide that all utilities be located by the Contractor during construction.

The contractor must contact PA One Call three working days prior to any excavation including but not limited to base repair work. All contractors and other persons utilizing these plans and the information contained thereon are cautioned to comply with the requirements of PA Act 287 of 1974 as amended by Act 181 of 2006. The PA One Call serial numbers obtained by the Contractor must be provided to the Engineer upon receipt.

The Contractor will be held responsible for locating, in advance of the structures to be built under this contract, all underground structures, such as water and gas mains; water and gas services; storm sewers and telephone and electric conduits, etc., which may be encountered during the constructing operation. The Contractor shall either dig test holes to determine the position of the underground structures or shall arrange with the Owners of such underground structures to assign a representative to make the locations. The Contractor shall pay the cost of digging test holes and likewise shall pay the cost of the services of the representative of the Owners of such utilities for locating the said utilities; and the cost of determining the locations shall be included in the Contractor's unit or lump sum prices bid. The locations of utility service lines as shown on the plans are for the guidance of the Contractor and, since the information is furnished by the respective utilities, the Engineer is not responsible for the accuracy of the information in this respect. The Contractor shall not be entitled to any
claim for damage or extra compensation because of any delay caused by failure to arrange for the location of utilities in advance of their work.

38. OBSERVATION OF WORK

The Owner and/or Engineer may appoint such persons as they deem necessary to perform construction observation, at any time, materials and equipment furnished and work done, under this contract. The construction observations will be performed by what is commonly referred to as an Inspector. The word “inspector” shall be interchangeable with the word “observer”, and the word “inspection” shall be interchangeable with the word “observation”. The Engineer shall be notified of the time and place of all work performed in sufficient time to allow arrangements for the assignment of construction observations (no less than 24 hours’ notice). Neither the observation nor surveillance of the work, nor the presence or absence of an inspector shall relieve the Contractor of any of their obligations under the Contract or of making their work conform to the intent of the drawings and/or specifications.

The Owner’s construction observers shall be authorized to observe all work done and materials furnished. Such construction observation may extend to all or any part of the work and to the preparation or manufacture of the materials to be used. Observers will be stationed on the work to report to the Engineers as to the progress of the work and the manner in which it is being performed; to report whenever it appears that the materials furnished and work performed by the Contractor fail to fulfill the requirements of the Contract, and to call to the attention of the Contractor any such failure or other default, but no observation or any failure to observe, at any time or place; shall relieve the Contractor from any obligation to perform all work strictly in accordance with the requirement of the Contract. In case of any dispute arising between the Contractor and any construction observer as to materials furnished or the manner of performing the work, the observer shall have the authority to reject materials or suspend the work until the question at issue can be referred to and decided on by the Engineers. The observers shall not be authorized to revoke, alter, enlarge, relax or release any requirements of the Contract, nor to approve or accept any portion of work, or to issue instructions contrary to the drawings and specifications. Inspectors shall in no case act as foreman or perform other duties for the Contractor, nor interfere with the management of the work by the latter.
Any instructions, which the construction observers may give the Contractor, shall in no way be construed as releasing the Contractors from fulfilling the term of the Contract.

When the Contractor has fully completed all work provided for under the contract and so notified the Engineers in writing, the Engineer will make a final assessment of the completed work and if, in the Engineer's judgment, the Contractor has fully completed the work and it is in accordance with all terms, provisions and stipulations of the drawings, specifications contract, they will issue a Certificate of Completion to the Owner showing the entire amount of work performed and the compensation earned by Contractor, including any approved extra work and the compensation thereof.

39. USE OF EXPLOSIVES (NOT APPLICABLE)

40. NIGHT, WEEKEND AND HOLIDAY WORK

Unless otherwise provided, the Contractor will be expected to accomplish all work of this project during normal working hours. Work shall not be performed at night, weekends or holidays unless expressly approved by the Owner. Requests by the Contractor to work outside of normal hours shall be made in writing seven (7) days prior to the anticipated work. All work operations must comply with local ordinances. Normal working hours for this project shall be 7:00AM to 6:00PM.

41. PAYMENT TO CONTRACTOR

Progress Payments: The total value of work completed to date shall be based on the estimated quantities of work completed and on the unit prices and lump sum prices contained in the Proposal. The Contractor shall prepare a requisition for partial payment as of the day of the month mutually agreed upon and submit some in quadruplicate to the Engineer for approval.

The amount due the Contractor shall be determined by the total value of work completed to date less five percent (5%) until final payment. Provided, however, that in the event a dispute arises between the Owner and the Contractor, which dispute is based upon increased costs claimed by one Contractor occasioned by delays or other actions of another Contractor, additional retainage in the sum of one and one-half times the amount of any
possible liability may be withheld until such time as a final resolution is agreed to by all parties directly or indirectly involved, unless the Contractor causing the additional claim furnishes a bond satisfactory to the Owner to indemnify such Owner against the claim. However, all such moneys retained by the Owner may be withheld from the Contractor until substantial completion of the contract. Within twenty (20) days of the receipt of a retainage payment by the Contractor, the Contractor shall pay all subcontractors with whom contracted their earned share of the payment the Contractor received.

Monthly or partial payments made by the Owner to the Contractor are moneys advanced for the purpose of assisting the Contractor to expedite the work of construction. All material and completed work covered by such monthly or partial payments shall remain the property of the Contractor and the Contractor shall be responsible for the care and protection of all materials and work upon which payments have been made. Such payments shall not constitute a waiver of the right of the Owner to require the fulfillment of all terms of the Contract and the delivery of all improvements embraced in this Contract, complete and satisfactory to the Owner in all details.

Final Payment: After final inspection and acceptance by the Owner of all work under the contract, the Contractor shall prepare a requisition for final payment that shall be based upon the carefully measured or computed quantity of each item of work at the applicable unit prices and lump sum prices stipulated in the Proposal. The total amount of the final payment due the Contractor under this contract shall be the amount computed as described less all-previous payments. Final payment to the Contractor shall be made subject to their furnishing the Owner with:

1. Written application for payment
2. Consent of Surety to Final Payment
3. Release of Liens
4. Notice of Completion (see Appendix)
The Owner, before paying the final estimate, may at their option require the Contractor to furnish individual releases or receipts from all subcontractors having performed any work and all persons having supplied materials, equipment (installed on the project), and services to the Contractor, if the Owner deems the same necessary in order to protect its interest. The Owner, however, may if it deems such action advisable, make payment in part or in full to the Contractor without requiring the furnishing of such releases or receipts and any payments so made shall in no way impair the obligations of any surety or sureties furnished under this Contract. The foregoing provisions shall be construed solely for the benefit of the Owner and will not require the Owner to determine or adjust any claim or disputes between the Contractor and their subcontractors or materials dealers, or to withhold any monies for their protection unless the Owner elects to do so. The failure or refusal of the Owner to withhold any monies from the Contractor shall in no way impair the obligations of any surety or sureties under any bond or bonds furnished under this Contract.

42. CORRECTION OF WORK AFTER FINAL PAYMENT

Neither the final estimate nor final payment nor any provisions in the Contract shall relieve the Contractor of the responsibility for faulty materials or workmanship; and the Contractor shall remedy any defects due thereto and pay any damage resulting there from which shall appear within a period of Two (2) Years from the date for completion and acceptance by the Owner.

43. GENERAL GUARANTY

Neither the final certificate of payment nor any provision in the contract nor partial or entire use of the improvements embraced in this Contract by the Owner or the public shall constitute an acceptance of work not done in accordance with the Contract and relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the work and pay for any damage to the work resulting there from, which shall appear within a period of two (2) years from the date for final inspection and acceptance of the work. The Owner will give notice of defective materials and work with reasonable promptness.

44. OFFICE SPACE (NOT APPLICABLE)
45. **SANITARY FACILITIES**

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

46. **WATER**

All water for construction purposes will be provided and paid for by the Contractor. Supply connections shall be installed by the Contractor as approved by the Engineer. For water main extension projects only, all water for testing and flushing will be paid for by the Owner.

Pumping of water from streams, creeks, fire hydrants etc. will not be permitted unless directed by the Township and/or ENGINEER. Water shall not be drawn from adjacent municipalities, including streams, creeks, fire hydrants, etc., unless permission is obtained from both the Township and the adjacent municipality, in writing.

47. **ELECTRICITY**

All electricity required for construction purposes will be provided and paid for by the Contractor. Temporary extensions shall be furnished by the Contractor as approved by the Engineers.

48. **LINES, GRADES AND CONSTRUCTION SURVEYING:**

The Contractor shall be responsible for the stakeout for the construction of the project. The Contractor shall provide at their expense all surveying required to layout the construction work from the horizontal and vertical reference points established by the Owner’s Engineer. The Contractor shall provide all engineering personnel, materials, equipment and labor required to stakeout the baselines and/or centerlines and all offset lines and grades. All reference points provided by the Owner’s Engineer shall be carefully protected by the Contractor. The Contractor shall notify the Owner’s Engineer a reasonable time in advance of the locations at which the Contractor intends to work, to allow for layout of the references required with a minimum of inconvenience to the Engineer and delay to the Contractor.
On jobs where the Contractor intends to use a laser, the Contractor shall either: provide offset stakes at a minimum of 100' intervals and use them to spot check grades or provide a level, rod and level operator to spot check grades.

49. CONTRACT STANDARDS ACT

The following stipulations are hereby included in each contract subject to the Contract Work Hours Standards Act:

A. Overtime Requirements

No Contractor or subcontractor contracting for any part of the contract work shall require or permit any laborer or mechanic, including watchmen and guards, to be employed on such work in excess of eight (8) hours in any calendar day or in excess of forty (40) hours in any work week unless such laborer or mechanic receives compensation at a rate of not less than one and one half times the basic rate of pay for all hours worked in excess of eight (8) hours in any calendar day or in excess of forty (40) hours in such work week, whichever is the greater number of overtime hours.

B. Violations: Liability for Unpaid Wages: Liquidated Damages

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

C. Withholding for Unpaid Wages and Liquidated Damages

The Local Public Agency may withhold from any monies payable on account of work performed by the Contractor or subcontractor the full
amount of wages required by the contract and such sums as may administratively be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for liquidated damages as provided in clause (b).

D. Insertion of Clauses in Subcontracts

The Contractor agrees to insert the foregoing clauses (a), (b), (c), and this clause (d) in all subcontracts.

50. RATES OF WAGES

When indicated herein the Contractor and any subcontractor shall fully comply with the applicable Wage Rate Decisions of the United States Department of Labor or the Commonwealth of Pennsylvania Department of Labor and Industry.

The Following (Checked) Wage Rates will apply to this Job and are included in the Appendix of this Project Manual:

☐ U.S. DEPARTMENT OF LABOR

☒ PENNSYLVANIA DEPARTMENT OF LABOR & INDUSTRY

☐ NONE

51. SUB-SURFACE INFORMATION (NOT APPLICABLE)

52. CONTRACT CHANGES

Any change or modification made to the Contract once executed must be documented utilizing a Contract Change Order Form, which will be provided by the Municipality.

SECTION G - SPECIAL CONDITIONS

1. DUST CONTROL
The Contractor must provide means to immediately remove any excavated material, which is to be discarded. The material must be loaded directly onto the trucks and will not be permitted to be stockpiled for later removal.
SUPPLEMENTAL CONDITIONS
**NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE**

The Grantee agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the grant agreement or any subgrant agreement, contract, or subcontract, the Grantee, a subgrantee, a contractor, a subcontractor, or any person acting on behalf of the Grantee shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.

2. The Grantee, any subgrantee, contractor or any subcontractor or any person on their behalf shall not in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any of its employees.

3. The Grantee, any subgrantee, contractor or any subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the grant services are performed shall satisfy this requirement for employees with an established work site.

4. The Grantee, any subgrantee, contractor or any subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against any subgrantee, contractor, subcontractor or supplier who is qualified to perform the work to which the grant relates.

5. The Grantee and each subgrantee, contractor and subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to
nondiscrimination and sexual harassment. The Grantee and each subgrantee, contractor and subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers’ subject to Title VII of the Civil Rights Act of 1964, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Grantee, any subgrantee, any contractor or any subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the granting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for the purpose of ascertaining compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause.

6. The Grantee, any subgrantee, contractor or any subcontractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subgrant agreement, contract or subcontract so that those provisions applicable to subgrantees, contractors or subcontractors will be binding upon each subgrantee, contractor or subcontractor.

7. The Granter’s and each subgrantee’s, contractor’s and subcontractor’s obligations pursuant to these provisions are ongoing from and after the effective date of the grant agreement through the termination date thereof. Accordingly, the Grantee and each subgrantee, contractor and subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the grant agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.

8. The Commonwealth may cancel or terminate the grant agreement and all money due or to become due under the grant agreement may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the granting agency may proceed with debarment or suspension and may place the Grantee, subgrantee, contractor, or subcontractor in the Contractor Responsibility File.

Based on Management Directive 215.16 Amended (5/11/17)

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2. “Or Equal” Clause
A. In all Bid Documents and Specifications the words “or equal” are understood to apply where a copyrighted, brand name, trade name, catalog reference, or patented Product is referenced. References to specific Product are intended as descriptive, not restrictive, unless otherwise stated. Comparable Product will be considered if proof of compatibility is provided, including appropriate catalog excerpts, descriptive literature, specifications and test data, etc. The Owner's decision as to acceptance of the Product as equal shall be final.

3. **Accessibility**

Technical Specifications

Bidders shall anticipate providing for the following minimum list of services under the contract for the services and/or equipment noted below.

A. CONSTRUCTION DOCUMENTS:
   Existing Conditions/ Demolition Plan, (L-1)
   Layout and Grading Plan, (L-2)
   Soil Erosion and Sediment Control Plan, (L-3)
   Planting Plan-Overall, (L-4)
   Soil Erosion Details(L-5)
   Construction Details, (L-6)

Summary of Work to be Performed:

1. Implement all soil erosion and sediment control measures as noted on the Soil Erosion and Sediment Control Plan, sheet L-3.

2. The existing gravel parking area will be modified, enlarged and improved to a bituminous surface. Other components of the parking area modification include wood bollards, concrete wheel stops, pavement markings and signage, as specified on the Layout and Grading Plan (L-2).

3. Construct an ADA compliant bituminous trail, 6 foot width, at locations as specified on the Layout and Grading Plan (L-2). Note: Contractor shall provide a deduct alternate for the construction of a trail with a 5 foot width instead of a 6 foot width. All other trail details remain the same.

4. Other site improvements will include the installation of two (2) benches, an 8 foot high cedar screen enclosure, to screen a portable ADA toilet (installed by others), plant material adjacent to the parking area and the planting of tree whips within the riparian buffer. These improvements shall be constructed as specified on the Layout and Grading Plan (L-2) and the Planting Plan (L-4).