

REQUEST FOR BIDS

Hickory Park Swimming Pool Renovation

**NEW HANOVER TOWNSHIP
2943 North Charlotte Street
Gilbertsville, PA 19525-9718
(610) 323-1008**

**BID DATE
February 11, 2019**

**MANDATORY PRE-BID MEETING
February 18, 2019 – 9:00 a.m.**

**BIDS DUE
February 28, 2019 – 8:45 a.m.**

**BID OPENING
February 28, 2019 – 9:00 a.m.**

INVITATION TO BID

New Hanover Township will receive sealed bids at the Township Building at 2943 North Charlotte Street, Gilbertsville, PA 19525, until 8:45 a.m. prevailing time on February 28, 2019 for swimming pool renovations to the Township's community swimming pool at Hickory Park. A public bid opening will be held on February 28, 2019 at 9:00 a.m., in the presence of a duly-appointed representative of the Township Board of Supervisors.

Specifications and Bid Forms for the above work can be obtained at the Township Office, at 2943 North Charlotte Street, Gilbertsville, PA 19525 Monday through Friday from 8:00 a.m. to 4:00 p.m. for a non-refundable duplication cost of \$20.00. Specifications and Bid Forms may be obtained electronically, at no cost, by sending an e-mail to the Township Manager, Jaime Gwynn, at jgwynn@newhanover-pa.org. **A mandatory pre-bid meeting will be held on February 18, 2019 at 9:00 a.m. for all prospective bidders at the Township building.**

Bid security in an amount not less than 10% of the amount of the bid will be required in the form of a certified check, cashier's check, bank treasurer's check, or satisfactory bid bond made payable to or naming as obligee New Hanover Township. The successful bidder will be required to submit a Performance Bond, Payment Bond and Maintenance Bond, each in an amount equal to 100% of the amount of the contract.

Attention is called to the fact that prevailing minimum wage rates as determined by the Secretary of the Department of Labor and Industry must be paid by the successful bidder, and that employees and applicants for employment shall not be discriminated against because of their race, age, color, religion, sex, national origin, or handicap.

Any and all steel products used or supplied in the performance of the contract or any subcontracts shall be from steel made in the United States.

The Township hereby reserves the right, which is understood and agreed to by all bidders, to refuse and reject any or all bids submitted, and to accept the lowest responsive and responsible bid which is deemed most favorable to the Township, at the time and under the circumstances stipulated. The Township also reserves its right to waive any informality in a bid, and to waive any omissions, errors, mistakes, defects or irregularities in any bid, at its sole discretion.

If you require special accommodations in order to attend the mandatory pre-bid meeting or the public bid opening, please call the Township Office at (610) 323-1008. The Township will make every reasonable attempt to accommodate you.

Jamie Gwynn
Township Manager

Advertised in The Mercury on:

February 11, 2019
February 15, 2019

INSTRUCTIONS TO BIDDERS

ARTICLE 1 – QUALIFICATIONS OF BIDDERS

- 1.01 To demonstrate Bidder's qualifications to perform the work, Bidder shall submit the attached Statement of Bidder's Qualifications, together with such other data as may be called for below.
- 1.02 Failure to submit the Experience Record with the bid will be considered justification for rejection of the bid.
- 1.03 The Township reserves the right to reject the proposal of any bidder who the Township feels does not possess satisfactory qualifications.

ARTICLE 2 – EXAMINATION OF BIDDING DOCUMENTS AND SITE

- 2.01 It is the responsibility of each Bidder before submitting a Bid to:
 - A. examine and carefully study the Bidding Documents, and the other related data identified in the Bidding Documents, and any Addenda;
 - B. visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
 - C. become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work;
- 2.02 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 2, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given the Township Manager written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Township Manager are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

ARTICLE 3 – MANDATORY PRE-BID CONFERENCE [OPTIONAL]

- 3.01 A mandatory pre-Bid conference will be held at 9:00 a.m. local time on February 18, 2019 at 9:00 a.m. at the New Hanover Township building at 2943 North Charlotte Street, Gilbertsville, PA 19525. Representatives of Township will be present to discuss the Project. Bidders are required to attend and participate in the conference. Township Manager will transmit to all prospective Bidders of record such Addenda as Township Manager considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective. Failure to attend and sign in on the official sign-in sheet shall result in rejection of the Bidder's Bid.

ARTICLE 4 – INTERPRETATIONS AND ADDENDA

- 4.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Township Manager in writing. Interpretations or clarifications considered necessary by Township Manager in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Township Manager as having received the Bidding Documents. Questions received less than ten days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 4.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Township Manager.

ARTICLE 5 – BID SECURITY

- 5.01 A Bid must be accompanied by Bid security made payable to New Hanover Township in an amount of ten percent (10%) of Bidder's maximum Bid price and in the form of a certified check, bank money order, or a Bid bond (on the form attached) issued by a surety licensed to do business in the Commonwealth of Pennsylvania.
- 5.02 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, the Township may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Township's exclusive remedy if Bidder defaults. The Bid security of other Bidders whom Township believes to have a reasonable chance of receiving the award may be retained by Township until the earlier of seven days after the Effective Date of the Agreement or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be returned.
- 5.03 Bid security of other Bidders whom Township believes do not have a reasonable chance of receiving the award will be returned within seven days after the Bid opening.

ARTICLE 6 – CONTRACT TIMES

The successful bidder is expected to be identified at the Board of Supervisors meeting on March 7, 2019 and will be informed of the Board's intent to award the contract the following day. All work shall be **completed** no later than **Friday, May 24, 2019 (i.e., the start of the Memorial Day weekend)** such that the pool is fully operational/functional by this date. This time frame is intended to afford the successful bidder a window of at least sixty (60) days to complete the work.

NOTE: The Township also offers an alternate bid that requires the work be completed no later than Memorial Day 2020. In the event a prospective bidder is unable to submit a bid, it is invited to submit a bid identifying the cost to complete the work by Memorial Day 2020. If his option is awarded, the successful bidder will be expected to perform the work outside of the swimming season (*i.e.*, between Labor Day 2019 and Memorial Day 2020). See Option 2 on Bid Form.

ARTICLE 7 – SUBSTITUTE AND “OR-EQUAL” ITEMS

- 7.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Description and Scope of Work, above, or those substitutes or “or-equal” materials and equipment approved by Township Manager and identified by Addendum. The materials and equipment described in the Bidding Documents establish a standard of required type, function and quality to be met by any proposed substitute or “or-equal” item. No item of material or equipment will be considered by Township Manager as a substitute or “or-equal” unless written request for approval has been submitted by Bidder and has been received by Township Manager at least 15 days prior to the date for receipt of Bids. The burden of proof of the merit of the proposed item is upon Bidder. Township Manager’s decision of approval or disapproval of a proposed item will be final. If Township Manager approves any proposed item, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner.

ARTICLE 8 – SUBCONTRACTORS, SUPPLIERS AND OTHERS

- 8.01 The Bidder shall provide a list of all such Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work with the Bid submittal on the Bid Forms provided. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity if requested by Township. If Township, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Township may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute, without an increase in the Bid.
- 8.02 If apparent Successful Bidder declines to make any such substitution, Township may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, individuals, or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Township makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Township subject to revocation of such acceptance after the Effective Date of the Agreement.
- 8.03 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.

ARTICLE 9 – PREPARATION OF BID

- 9.01 The Bid Form is included with the Bidding Documents.
- 9.02 All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each Bid item listed therein. In the case of the alternate bid, the words “No Bid,” “No Change,” or “Not Applicable” may be entered.
- 9.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown.

- 9.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown.
- 9.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.
- 9.06 A Bid by an individual shall show the Bidder's name and official address.
- 9.07 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.
- 9.08 All names shall be printed in ink below the signatures.
- 9.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 9.10 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.
- 9.11 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

ARTICLE 10 – BASIS OF BID; COMPARISON OF BIDS

- 10.01 *Bidders shall submit a Bid on a lump sum basis as set forth in the Bid Form.*

ARTICLE 11 – SUBMITTAL OF BID

- 11.01 Bidders shall submit one (1) original and one (1) copy of the signed and executed Bid, and the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the following data:
- Appendix "A" - Bidder's Affidavit
 - Appendix "B" - Bidder's Identification
 - Appendix "C" – Bid Form
 - Appendix "D" - Statement of Bidder's Qualifications
 - Appendix "E" – Form of Bid Bond
 - Appendix "F" - Non-Collusion Affidavit

*A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the invitation to bid in a **sealed envelope** bearing on the outside the name and address of:*

Jamie Gwynn, Township Manager
New Hanover Township
2943 North Charlotte Street
Gilbertsville, PA 19525

On the lower left-hand side of said envelope shall be noted:

“HICKORY PARK SWIMMING POOL RENOVATION
BID ENCLOSED – DO NOT OPEN”

- 11.02 Bids submitted and/or received after the bid due date will not be considered.
- 11.03 Bid proposals incorrectly prepared or without Bid Securities will not be considered.
- 11.04 Incomplete bids (e.g., omission of the required forms – see Section 11.01) will not be considered.
- 11.05 The Township assumes no responsibility for Bids mailed but not serviced by the prescribed time for Bid receipt.
- 11.06 Bidders are invited to be present at the opening of bids.

ARTICLE 12 – BIDDER’S AFFIDAVIT

- 12.01 Each Bidder shall duly execute and deliver to the Township, at the time of the submission of his or her bid, the Bidder’s Affidavit, included hereto in **Appendix A**, and made a part of this request for bids.

ARTICLE 13 – NON-COLLUSION AFFIDAVIT

- 13.01 Each Bidder shall complete, sign and deliver at the time of the submission of his or her bid a Non-Collusion Affidavit, on the form included hereto in **Appendix F**, and made a part of this request for bids.

ARTICLE 14 – MODIFICATION AND WITHDRAWAL OF BID

- 14.01 A Bid may be modified or withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.
- 14.02 If within two business days after the opening of Bids, any Bidder files a duly signed written notice with Township and promptly thereafter demonstrates to the reasonable satisfaction of Township that there was a material and substantial clerical mistake in the preparation of its Bid, that Bidder may withdraw its Bid in accordance with all Commonwealth of Pennsylvania laws and statutes (including but not limited to Pennsylvania Act of January 23, 1974, as may be amended, 73 P.S. § 1601, *et seq.*) and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

ARTICLE 15 – OPENING OF BIDS

- 15.01 Bids will be opened at the time and place indicated in the Invitation to Bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 16 – EVALUATION OF BIDS AND AWARD OF CONTRACT

- 16.01 Township reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Township further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to not be responsible. Township may also reject the Bid of any Bidder if Township believes that it would not be in the best interest of the Project to make an award to that Bidder. Township also reserves the right to waive all informalities not involving price, time, or changes in the Work.
- 16.02 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.
- 16.03 In evaluating Bids, Township will consider whether or not the Bids comply with the prescribed requirements.
- 16.04 In evaluating Bidders, Township will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted with the Bids.
- 16.05 Township may conduct such investigations as it deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work in accordance with the Contract Documents.

16.06 If the Contract is to be awarded, Township will award the Contract to the Bidder whose Bid is in the best interests of the Project.

16.07 The Contract Award will be awarded based upon the Total Bid Price.

ARTICLE 17 – SIGNING OF AGREEMENT

17.01 When Township issues a Notice of Intent to Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement along with the other Contract Documents which are identified in the Agreement as attached thereto. Within 10 days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Township. Within ten days thereafter, Township shall deliver one fully signed counterpart to Successful Bidder.

ARTICLE 18 – SALES AND USE TAXES

18.01 Township is exempt from Pennsylvania state sales and use taxes on materials and equipment to be incorporated in the Work. Said taxes shall not be included in the Bid.

ARTICLE 19 – RETAINAGE

19.01 Provisions concerning Contractor’s rights to deposit securities in lieu of retainage are set forth in the Agreement.

ARTICLE 20 – STEEL PRODUCTS PROCUREMENT ACT

21.01 The Contractor shall comply with Act No. 3 of 1978, known as the “Steel Products Procurement Act”. Except as provided in this Act, the Contractor shall only supply steel products to be used in the performance of the Contract, or any subcontract thereunder, which are produced in the United States. Certificates of compliance with regard to this Act shall be supplied by the Contractor to the Township Manager.

ARTICLE 21 – LABOR REQUIREMENTS

21.01 By submitting a Bid Proposal, the Bidder agrees to comply with the "Pennsylvania Prevailing Wage Act" (Act of August 15, 1961, P.L. 987 as Amended).

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

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

- C. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices which may be provided by the Authority setting forth the provisions of this nondiscrimination clause.
- D. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or handicap.
- E. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Authority contracts.
- F. The Contractor will include the provisions of these paragraphs in every subcontract or purchase order unless exempted.

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

21.04 This project must be performed under prevailing wage guidelines. Prevailing wage documents are contained in the reference section of this Project Manual.

ARTICLE 22 – CONTRACT SECURITY (PERFORMANCE, PAYMENT AND MAINTENANCE BONDS)

22.01 As a condition to the award of a contract, and prior to the start of work, the Contractor shall furnish a PERFORMANCE BOND, PAYMENT BOND AND MAINTENANCE BOND in form and substance acceptable to the Township as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise. The Bonds shall be furnished when the Successful Bidder delivers the executed Agreement to OWNER.

22.02 All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

ARTICLE 23 – INSURANCE

23.01 Together with the execution of the contract and prior to the start of work, the Contractor shall provide to the Township a Certificate of Insurance issued by an insurance company, in a form satisfactory to the Township, evidencing the existence of the mandatory minimum insurance coverage as required by this section. The Certificate of Insurance shall designate the Township as an additional insured and shall, at a minimum, provide the following coverage and coverage amounts:

- 1. General Public Liability Insurance, (non-automotive) for personal injury and damage to property shall not be less than five-hundred thousand dollars

- (\$500,000.00) for each occurrence and one million dollars (\$1,000,000.00) aggregate.
2. Automobile Liability Insurance including primary combined single limit coverage and excess auto liability coverage shall not be less than five-hundred thousand dollars (\$500,000.00) for each occurrence and one million dollars (\$1,000,000.00) aggregate.
 3. Workmen's Compensation coverage shall not be less than the statutory minimum.
 4. Excess insurance in the amount of one million dollars (\$1,000,000.00) applicable to general and vehicular liability.
- 23.02 The aforesaid policies of insurance and others that may be necessary to comply herewith shall be maintained in the amount set forth above and shall name the Township as an additional insured and be designed to protect the Township from any and all claims for damages of any kind or any nature whatsoever, including but not limited to wrongful death, which may arise from the obligation of the Contractor in the performance of his or her contract, whether such obligation be controlled by the Contractor or by someone either directly or indirectly employed by him or her for the purpose of accomplishing some obligation incumbent upon the Contractor by the terms of this contract. All insurance policies maintained hereunder shall be issued by an insurance carrier licensed and authorized to do business in the Commonwealth of Pennsylvania. Said policies shall remain in full force and effect until the expiration of the terms of the contract or until completion of all duties to be performed hereunder by the Contractor, whichever shall occur later.

ARTICLE 24 – PRE-CONSTRUCTION MEETING

- 24.01 Prior to the start of work the Contractor shall attend one pre-construction meeting at the Township Building. The purpose of this meeting is to review work to be completed, to establish a work schedule and to address any other pertinent matters. The meeting will be held on a day and time mutually convenient to the Township and successful bidder.

ARTICLE 25 – COMPLIANCE

- 25.01 The Contractor shall complete all work, and shall employ such methods, that are in compliance with all applicable Federal, state, county or local rules and regulations.

ARTICLE 26 – PERMITTING

- 26.01 The Contractor shall be responsible to obtain all required permits and governmental approval to complete the work in accordance with all applicable laws. The Township shall waive any Township permit fee.

ARTICLE 27 – LIABILITIES AND DAMAGES

- 27.01 The Contractor shall defend, indemnify, and save harmless the Township against and from any and all liabilities, claims, suites, fines, penalties, damages, losses, fees, costs and expenses (including reasonable attorneys' fees) including, but not limited to, those which may be imposed upon, incurred by or asserted against the Township by reason of (a) any work performed by the Contractor or any of its agents, sub-Contractors, servants, or

employees for which the Township may be found liable: (b) any accident, injury (including the roadways or property arising out of the use thereof by the Contractor or any of its agents, sub-Contractors, servants, or employees: (c) any failure on the part of the Contractor to perform or comply with any of the covenants agreements, terms, or conditions contained in any contract awarded as a result of the submittal of a proposal in response to this specification: and (d) payments made under any Workmen's Compensation Law or under any plan for employees' disability and death benefits arising out of any use thereof by the Contractor or any of its agents, sub-Contractors, servants, or employees. The Contractor shall indemnify, save harmless, and defend the Township from any and all claims and demands of whatever kind which arise directly or indirectly from the Contractors operations including, but not limited to, taxes and special charges by others.

ARTICLE 28 – DEFAULT AND NON-PERFORMANCE

28.01 In the event that the Contractor shall be in default of the Contract, the Township may, at its sole option, deem this contract to be in default. The foregoing option of the Township upon any default or failure of the Contractor is cumulative to its other legal and equitable rights. The Township may immediately commence all available legal and equitable remedies against the Contractor and its surety for the immediate and specific performance of this agreement and payment of all damages sustained by reason of said breach.

ARTICLE 29 – PAYMENTS

29.01 The Township will pay to the Contractor the full amount due on the Contract no later than thirty (30) days following the satisfactory and full completion of the work. The Township may, in its sole discretion, make partial payment on the work as the work is completed, with partial payments being commensurate to the percent of work completed. In addition, another payment manner and schedule is acceptable if approved by both the Contractor and Township. The Contractor understands that payments are required to be approved at public meetings of the New Hanover Township Board of Supervisors, and that the public meeting schedule may affect payment dates.

ARTICLE 30 – ASSIGNMENT

30.01 Neither the Contract nor any portion thereof, nor any of the proceeds thereof, may be assigned, sublet, or transferred to any person, firm, or corporation, except upon the prior written consent and approval of the Township, and provided, however, that the Contract may be assigned to any wholly-owned subsidiary of the Contractor upon the prior written notice of such assignment to the Township, and approval by the Township of same. Such assignment shall not release the Contractor bidder from any liability under the Contract.

ARTICLE 31 – PUBLIC WORKS EMPLOYMENT VERIFICATION

31.01 The Contractor shall certify compliance with the Public Works Employment Verification Act through utilization of the federal E-Verify Program (EVP) operated by the United States Department of Homeland Security to ensure that all employees hired after January 1, 2013 are authorized to work in the United States. Contractor shall submit a Public Works Employment Verification form to the Township as a condition to the award of the contract. A copy of the required form is included herein.

GENERAL PROVISIONS

GENERAL

WORK INCLUDED

- A. The work included in this Project consists of furnishing all labor, materials, and equipment necessary to resurface the Hickory Park Community Pool, New Hanover Township, Montgomery County, Pennsylvania 19525
- B. Pool Specs: 75' x 32', 3.' Shallow end depth, 9' deep end depth, 4,000 sq. ft. of surface
- C. Contractor shall provide qualified personnel, as hereinafter specified, to instruct the Owner's representative in startup, operating and winterization procedures of all equipment, piping, etc. furnished and installed under their Contract.

JOB AND STORAGE TRAILERS

- A. Contractor will be responsible to furnish job trailers as required for their work. Location of trailers to be determined at the Pre-Construction Meeting.

TESTING

- A. Testing for equipment and materials shall be as hereinafter specified and in accordance with applicable Sections. All other testing shall be as noted or as required.

CODES AND STANDARDS

- A. All work shall comply with applicable Local, State, and National Codes. Inspections, tests, etc. required by Local Codes or the Contract Documents.

POOL FILLING

- A. Contractor shall be responsible for filling the Pools during construction such as, but not limited to, temporary filling during construction to protect the pool over winter-months and final filling of the pool after construction. Water will be provided at no cost to the Contractor by the Owner.

CLEANING

- A. After construction work is completed, Contractor shall thoroughly clean all areas within his work area and leave the pool areas in condition for operation.

UTILITIES

- A. The Owner will provide all temporary facilities to include toilet, water, and electric on the site. Toilet and water will be provided as weather permits.

ELECTRICAL INSPECTION

- A. Contractor is responsible to provide proper grounding of all equipment, reinforcing, etc., furnish and installed under their Contract as required by the latest edition of the National Electric Code. Certificates from an approved Electrical Inspection Agency must be furnished to the Owner, prior to receiving final payment.

PLUMBING INSPECTION

- A. Contractor is responsible for pressure checking and/or testing all plumbing lines to and from the Pump House to the pool.

CONTRACTOR QUALIFICATIONS

- A. Contractor shall submit on the Statement of Bidders Qualifications, a list of at least five (5) projects, similar to the work included in their respective Contract, which the Contractor has constructed during the last five (5) years.
- B. Contractor shall designate a Project Superintendent for the life of the project who shall be responsible for all crews and attendance at all job meetings pertaining to their Contract. The Superintendent shall have at least five (5) years active experience in construction projects similar in size and scope of this project.
- C. Contractor shall submit a list of all Subcontractors under his Contract to the Township for approval prior to starting construction.
- D. Contractor shall provide in-house personnel knowledgeable of the type of equipment installed under their Contract and shall instruct the Owner and his representatives in the use and operation of all equipment under their Contract.

WORK AREA

- A. Contractor is responsible to work with the fenced area, i.e. the work area perimeter and to see that all other Sub-Contractors stay within the defined area.

OPERATION AND MAINTENANCE

- A. At completion of construction and prior to final payment, Contractor shall submit to the Township two (2) bound volumes of complete operating, maintenance and winterization instructions, and user maintenance instructions for all installed under this Contract.
 - 1. Operating cycles shall be specifically described in outline format and in referenced detail.
 - 2. Include manufacturer's recommended maintenance schedule.
 - 3. Include specific written instructions for procedures to be followed for emptying, refilling and winterization of the Pool, including sub-surface de-watering and fill water temperature.
 - 4. Include one (1) set of approved submittals required in Item 1-02, as part of each O

& M Manual.

5. Provide a reference index in the front of each Manual.

COORDINATION OF WORK

- A. Contractor is responsible to coordinate his work and work schedule with his Subcontractors. No additional compensation will be considered by the Owner for failure of the Contractor to coordinate his work with their Subcontractors.

WARRANTIES

- A. Contractor shall guarantee the Pool shell and recirculation piping to be free from defects which cause leaks for a period of two (2) years (one year Bonded) after final acceptance by the Owner. If said defects occur, Contractor shall repair defects within ten (10) days after notification in writing from the Owner.
- B. Pool equipment, including deck equipment or units such as pumps, filters, equipment, etc., shall be covered by a one (1) year guarantee against defects of material or workmanship after start-up of equipment as provided by the manufacturer.

TECHNICAL SPECIFICATIONS

- A. Contractor and Subcontractors shall check all measurements and details so that no question shall arise regarding the same during the course of construction.
- B. Contractor and Subcontractors shall also check the Specifications as any item required in one or the other, if not duplicated, shall in any event be construed to be part of both
- C. All work is to be done by figures and not by scale. The Township is to be the sole authority in the interpretation of the Specifications, both for estimating purposes and for the construction of the work. Should there appear any discrepancy between the Specifications, doubt as to the kind, quality, or details of any material, or any other matter, then the same shall be referred to the Township Manager immediately for his interpretation and/or correction. If such action is not taken by the Contractor(s) and any error appears or question arises at a later date, the Contractor(s), Subcontractors, and material men shall be held to the Townships interpretation of these Specifications.

REQUIREMENTS DURING CONSTRUCTION

- A. Bracing, Shoring, and Sheathing: Contractor and Subcontractors shall provide all shoring, needling, bracing, and sheathing as required for safety and for proper execution of his work and shall have same removed when the work is completed. The means and methods of providing bracing, shoring, and sheathing for the work shall be the sole responsibility of each Contractor.
- B. Weather Protection: Contractor and Subcontractors shall at all times provide protection against weather (rain, wind, storms, frost, or heat) so as to maintain all work, materials, apparatus, and fixtures free from injury or damage. At the end of the day's work, all new work likely to be damaged shall be covered.

- C. Damage: Any work damaged by failure of the Contractor or any Subcontractors to provide protection as required shall be removed and replaced with new work at the Contractor's expense.
- D. Scaffolding: Contractor and Subcontractors shall provide exterior and interior scaffolding as required for the proper execution of his work, all in strict accordance with the requirements of all local laws and regulations.
- E. Repair and Patching Materials and Finishes: Extreme caution shall be exercised during construction to protect finished material and surfaces. Any damage to finished material and surfaces shall be repaired to original condition by the Contractor at no cost or responsibility to the Owner.
- F. Cleaning:
 - 1. Contractor and Subcontractors shall be responsible for the cleanup of their work and disposal of trash from the premises. The appropriate Subcontractors shall turn their work over to their Contractor in clean and undamaged condition in accordance with this paragraph.
 - 2. At the end of each day's work, each Contractor and Subcontractors shall pick up all debris and waste material and set aside in one area for disposal from the site. Particular attention shall be given to minimizing any fire hazard from combustibles as may be used in connection with the work.
 - 3. All debris and waste material shall be removed from the site no less than twice a week and shall be removed at the end of each working week, unless otherwise directed by the Township, or as required by the local authority.
 - 4. No debris and waste material shall be buried in any excavated areas or lawn areas.
 - 5. Contractor and Subcontractors shall take all necessary action required to eliminate construction dust from spreading from their areas of work onto adjacent areas.

PROJECT MEETINGS

- A. Prior to starting the project work, the Township shall schedule a Pre-Construction Meeting to review the contract work with the Contractor and all Subcontractors.
- B. Subsequent meetings will be called as determined by the Township.

PROGRESS SCHEDULE

- A. Contractor, immediately after being awarded the Contract, shall prepare and submit to the Township, three (3) copies of an estimated progress schedule for the work. The Progress Schedule shall be related to the entire project to the extent required by the Contract Documents and shall provide for expeditious and practicable execution of the work.
- B. The Progress Schedule shall be made in chart form on 11" x 14" paper, giving the expected dates of the beginning and completion of the various divisions of the work. The

period of one week shall be used as a unit of time. The items listed in the Progress Schedule shall coincide with the items of work to be listed on the Schedule of Values.

SEQUENCE OF THE WORK

- A. The sequence of the work shall be at the discretion of the Contractor.
- B. Each Subcontractor shall coordinate his work schedule with the work schedules of the other Subcontractors.

SUBMITTALS AND SUBSTITUTIONS

GENERAL

DESCRIPTION

- A. Wherever possible throughout the Contract Documents, the minimum acceptable quality of workmanship and materials has been defined either by manufacturer's name and catalog number or by reference to recognized industry standards.
- B. To ensure that the specified products are furnished and installed in accordance with the design intent, procedures have been established for advance submittal of design data and for its review and approval or rejection by the Township.

RELATED WORK DESCRIBED ELSEWHERE

- A. Contract requirements for submittals:
 - 1. General Conditions
- B. Individual submittals:
 - 1. Pertinent sections of these Specifications

PRODUCTS

PRODUCT DATA SUBMITTALS

- A. Product Data Submittals shall be drawn accurately to a scale sufficiently large to show all pertinent features of the item and its method of connection to the work.

SUBSTITUTIONS

- A. The Contract is based on the materials, equipment, and methods described in the Contract Documents.
- B. The Township will consider proposals for substitution of materials, equipment, and methods. only when such proposals are accompanied by full and complete technical data

and all other information required by the Township to evaluate the proposed substitution.

- C. Do not substitute materials, equipment, or methods unless such substitution(s) has been specifically approved prior to receiving bids by the Township.
- D. Where the phrase "or equal" or "equal or approved by the Township" occurs in the Contract Documents, do not assume that material, equipment, or methods will be approved as equal by the Township unless the item has been specifically approved for this work by the Township.
- E. The decision of the Township shall be final.

AVAILABILITY OF SPECIFIED ITEMS

- A. Verify prior to bidding that all specified items will be available in time for installation during orderly and timely progress of the work.
- B. In the event specified Item or items will not be so available, so notify the Township prior to receipt of bids.
- C. Costs of delays because of non-availability of specified items, when such delays could have been avoided by the Contractor, will be back-charged as necessary and shall not be borne by the Owner.

MANUALS

- A. Where manuals are required to be submitted covering items included in this work, prepare all such manuals in durable plastic binders approximately 8-1/2" x 11" in size and with at least the following information:
 - 1. Identification on, or readable through, the front cover stating general nature of the manual.
 - 2. Neatly typewritten index near the front of the manual, furnishing immediate information as to location in the manual if all emergency data regarding the installation.
 - 3. Complete instructions regarding operation and maintenance of all equipment involved.
 - 4. complete nomenclature of all replaceable parts, their part numbers, current cost, and name and address of nearest vendor of parts.
 - 5. Copy of all guarantees and warranties issued.
- B. Where contents of manuals include manufacturers' catalog pages, clearly indicate the precise items included in this installation and delete, or otherwise clearly indicate, all manufacturers' data with which this installation is not concerned.

EXECUTION

IDENTIFICATION OF SUBMITTALS

- A. Completely identify each submittal and re-submittal by showing at least the following information:
 - 1. Name and address of submitter, plus name and telephone number of the individual who may be contacted for further information.
 - 2. Name of project as it appears on each page of these specifications.
 - 3. Whether this is an original submittal or re-submittal.

COORDINATION OF SUBMITTALS

- A. Prior to submittal for Township's review, use all means necessary to fully coordinate all material, including the following procedures:
 - a. Determine and verify all field dimensions and conditions, materials, catalog numbers, and similar data.
 - b. Coordinate as required with all trades and with all public agencies involved.
 - c. Secure all necessary approvals from public agencies and others and signify by stamp, or other means, that they have been secured.
 - d. Clearly Indicate all deviations from the Contract Documents.
- B. Unless otherwise specifically permitted by the Township, make all submittals in groups containing all associated items; the Township may reject partial submittals as not complying with the provisions of the Contract Documents.

TIMING OF SUBMITTALS

- A. Make all submittals far enough in advance of scheduled dates of installation to provide all required time for reviews, for securing necessary approvals, for possible revision and re-submittal, and for placing orders and securing delivery.
- B. In scheduling, allow at least three (3) full working days for the Township's review following the receipt of the submittal.
- C. Costs of delays occasioned by tardiness of submittals may be back-charged as necessary and shall not be borne by the Owner.

SITE PREPARATION AND DEMOLITION

GENERAL

WORK INCLUDED BUT NOT LIMITED TO:

- A. Protection of existing utilities and benchmarks.
- B. Removal of existing Main Pool coping.
- C. Removal of existing expansion joint material
- D. Contractor's work limit.
- E. Removal of wall tile.

EXECUTION

PROTECTION OF EXISTING UTILITIES

- A. Preserve in operating condition active utilities on the project site including, but not limited to, sewer mains, manholes, catch basins, poles, guys, existing pool piping and equipment to remain and other appurtenances

REMOVAL OF EXISTING MAIN POOL COPING

- A. The Contractor shall remove the existing Main Pool coping and shall dispose of all material off the site.

REMOVAL OF EXISTING EXPANSION JOINT MATERIAL

- A. Contractor shall remove the existing expansion joint material from the expansion joints.
- B. Install new joint material using joint primer per material manufacturer's specification, and self-leveling material such as Sika-Flex 1A or equal.
- C. Allow full cure time per material manufacturer's specification before allowing any water to touch material.

POOL AND DECK EQUIPMENT

GENERAL

SCOPE

- A. The work covered in this Section consists of furnishing complete equipment for the various pool fittings, deck equipment and other equipment for the pool as indicated on the Drawing(s) and described in this Section.

PRODUCTS

EQUIPMENT AND FITTINGS

- A. The following items of equipment and fittings are to be furnished and installed:
 - 1. Pool Drains
 - 2. Return Fittings
 - 3. Coping
- B. Equipment and fittings that need replacement shall be equal or in-kind to the current product installed.

GUARANTEE

Equipment furnished under this Section of the Specifications shall be guaranteed for a period of one (1) year from the date of final acceptance thereof against defective materials and workmanship. Upon receipt of notice from the Owner of failure of any part of the guaranteed equipment during the guarantee period, the affected part or parts shall be replaced promptly with new parts by and at the expense of the Contractor.

POOL COPING

- A. Pool coping that needs replacement shall be equal or in-kind to the current product installed.
- B. Installation shall be in strict accordance with the manufacturer's recommendations.

CERAMIC TILE WORK

GENERAL

WORK INCLUDED

The work covered under this Section consists of furnishing all labor, materials and equipment necessary to install ceramic tile and described in this Section as follows:

- Around perimeter of Main Pool.
- Depth marker and "No Diving" under Base Bid.

PRODUCTS

CERAMIC TILE

- Ceramic tile shall be 2" x 2" or 3" x 3" squares manufactured for pools. Color shall be selected by the Owner. Tile for designated markings shall have a non-skid surface. Tile around the perimeter of the pools that needs replacement shall be equal or in-kind to the current product installed.
- Depth marker and "No Diving" tiles shall be 6" x 6" skid resistant, black on white, STM Series with "No Diving" and international symbol. Depth marker tile shall read 1 FT 0 IN (Example Only). Submit Product Data Sheet(s).
- Contractor shall furnish an extra box of all ceramic tile types and colors installed on this project.

EXECUTION

- Ceramic tile shall be a thin-set wet mix consisting of Portland Cement meeting ASTM C-150 Type 1, and sand meeting ASTM C-144.
- All work shall conform to the standards for installation of ceramic tile of the Tile Council of America, Inc.

SURFACE PREPARATION AND PLASTERING

GENERAL

WORK INCLUDED

- A. The work covered under this Section consists of furnishing all labor, materials and equipment necessary to prepare Pool surfaces and plaster the Pool as and described in this Section.
- B. All work shall be done in a first-class manner and acceptable to the Owner.

EXECUTION

PREPARATION

- A. All existing Main Pool surfaces to remain (walls and floor) shall be sandblasted using fine-grade silica sand or water blasted to remove all existing paint and foreign materials so the pool Shell is back to bare concrete. Exact grade of sand will be determined by making three (3) test areas 3' square in size. Grade of sand to be used will be determined with the approval of the Township. All drains shall be sealed off and covered to prevent damage from the sand. No loose sand or scale materials shall enter any drains or piping of any kind. All waste material from sandblasting shall be removed from the pool immediately after sandblasting is completed and disposed of off the site.
- B. V-cut all cracks back by saw cutting to structural soundness and repair with Hydraulic Cement.
- C. Remove and repair all hollow or damaged areas in pool shell.
- D. All shrinkage cracks or spalled areas on the existing and new surface (walls and floor) of the Pools shall be patched by cutting them open approximately 1/4" or to the depth of the crack and filling with a fast setting non-shrink grout. Apply a liquid bonding agent such as Daraweled "C" or equal to the surface or mix with grout.
- E. All surfaces (existing and new) shall be thoroughly cleaned with a 20% muratic acid solution not more than 48-hours prior to plastering and shall receive a bond coating equal to B/C Bond Coat applied in strict accordance with the manufacturer's recommendations.

PLASTER FINISH

- A. All interior surfaces of the Pools shall be thoroughly cleaned of dust, oil, paint and other loose material or foreign material before applying the plaster surface.
- B. All interior surfaces shall receive a finish coat of Diamond Brite exposed aggregate finish as manufactured by SGM, Pompano Beach, FL (800-641-9247). Submit Product data Sheet(s). Finish shall be a minimum of 3/8" to a maximum 1/2" in thickness and shall be troweled to a smooth, dense, impervious finish. Use extreme caution when troweling to avoid stains.

- C. The Diamond Brite finish shall be applied by mechanics that have at least three (3) years' experience in the application of plaster finish to concrete pools. The Contractor shall submit a list of pools over five (5) years old where they have applied a plaster finish.
- D. The Diamond Brite finish shall not be applied until all the following is completed:
- other surrounding work in the pool areas
 - The existing Pool make-up and filling water supply source has been, tested and the chemical analysis has been submitted to the Township
 - Water for filling the Pools will be immediately available upon completion of the plaster application.
- E. After the finish coats have dried sufficiently, the Pools shall be gradually filled with water. Water flow shall not be allowed to hit the pool surfaces with a force or drip. The walls shall be kept continuously wet while the pool is refilling.
- F. Contractor is responsible to induce the proper chemicals into the water while the pool is filling to ensure the plaster surface is not stained. Contractor is responsible to brush the Pool at minimum four (4) times during the first two (2) weeks after filling to ensure proper curing.
- G. Contractor is responsible for chemically balancing the Pools in accordance with the following:
- a. Chlorine - 1.5 ppm (parts per million)
 - b. pH - 7.5 ppm
 - c. Total Alkalinity-120 ppm
 - d. Calcium Hardness - 250 ppm
- H. Contractor is required to supply all chemicals for adjusting as required.
- I. Contractor is responsible for vacuuming the Pool after the initial start-up.

INDEX OF ATTACHMENTS

Part A. The following documents are attached hereto and/or should be submitted with the Bid:

- Appendix “A” - Bidder’s Affidavit
- Appendix “B” - Bidder’s Identification
- Appendix “C” – Bid Form
- Appendix “D” - Statement of Bidder’s Qualifications
- Appendix “E” – Form of Bid Bond
- Appendix “F” - Non-Collusion Affidavit
- Appendix “G” – Pennsylvania Prevailing Wage Rates

Upon receipt of the Notice of Award, the Successful Bidder shall produce the following documents, which are attached hereto and/or identified herein for your reference only. These documents do not need to be submitted with the Bid.

- Appendix “H” - Agreement
- Appendix “I” - Affidavit re: Accepting Provisions of the Workers’ Compensation Act
- Appendix “J” – List of Subcontractors
- Appendix “K” - Performance Bond
- Appendix “L” – Payment Bond
- Appendix “M” Maintenance Bond
- Certificate of Insurance evidencing minimum insurance requirements [Form not provided]

APPENDIX "A"

BIDDER'S AFFIDAVIT

Accompanying this Bid, as Bid Security, is a Bid Bond, or certified check, bank cashier's or trust company treasurer's check, or cash in the amount of \$ _____ Dollars (\$ _____), which it is further agreed shall be forfeited to the Township as liquidated damages upon failure, neglect or refusal of the undersigned to furnish the properly executed documents within the time and/or in the form or amount required.

NOTE: The Bid Bond, or certified check, bank cashier's or trust company treasurer's check or cash shall be ten percent (10%) of the total value of the contract price in dollars.

The undersigned hereby certifies that this Bid is genuine and not sham or collusive or made in the interest of or in behalf of any person, firm, or corporation not herein named and that the undersigned has not, directly or indirectly, induced or solicited any Bidder to submit a sham Bid, or any other person, firm or corporation to refrain from Bidding, and that the undersigned has not in any manner sought by collusion to secure for himself any advantages over any other Bidders.

The undersigned hereby acknowledges receipt of the following Addenda and has prepared this Bid accordingly:

Addendum No. _____ Dated _____
Addendum No. _____ Dated _____
Addendum No. _____ Dated _____

Bidder expressly acknowledges that the aforestated Bid Form represents the total cost of the proposed Contract, and includes all costs, taxes, and fees that may arise during the performance of said work. Bidder expressly agrees that no costs or fees are excluded from the aforestated schedule of prices and none will be passed through, forwarded to, or added to the Township's cost.

[SIGNATURE LINES ON NEXT PAGE]

The undersigned, INTENDING TO BE LEGALLY BOUND, agrees that this Bid shall be irrevocable and shall remain subject to your acceptance for sixty-five (65) days after the date set for Bid opening.

(If an Individual)

Witness

Signature of Individual (SEAL)

Trading and doing business as:

Name of Business

Address of Business

(If a Partnership)

Name of Partnership

Address of Business

Witness

Signature of Partner

Witness

Signature of Partner

Witness

Signature of Partner

(If a Corporation)

Name of Corporation

Attest:

Secretary or Asst. Secretary

Address of Principal Office

(Corporate Seal)

State of Incorporation

President or Vice President

State here the names and addresses of all partners, if a partnership, or of three (3) principal officers, if a corporation.

APPENDIX "B"

BIDDER IDENTIFICATION

Name of Bidder: _____

Post Office Address: _____

Telephone Number: _____

The Bidder is a (check whichever applies)

_____ Corporation _____ Partnership _____ Joint Venture

1. If a Corporation:

A. State and County of Incorporation:

B. Date of Incorporation:

C. Federal Tax Identification Number

D. Name and Titles of Corporate Officers

E. Chief Executive Office if not named: _____

BIDDER IDENTIFICATION

(continued)

2. If a Partnership:

A. Date and place of formation:

B. Attach names of all general and limited partners.

C. Name of person who acts as chief executive:

3. If a Joint Venture:

A. Name of Joint Venture partner which will exercise management control of the Joint Venture:

B. Name of person who acts as chief executive:

C. Attach copy of Joint Venture Agreement

D. For each entity party to the Joint Venture Agreement, provide the information requested on Business Bid Form B-1A:

* Attach additional sheets as necessary

4. During the last three years, has either the Bidder, or in the case of a partnership, any general partner, or in the case of a Joint Venture, any party to the Joint Venture Agreement, been in default of any contract obligations? _____

IDENTIFICATION OF GENERAL PARTNER AND JOINT VENTURE PARTNERS

Name of Bidder: _____

Post Office Address: _____

Telephone Number: _____

Organization Status: _____
(i.e., Corp., Partnership, etc.)

Chief Executive Officer: _____

Principal Owners, officers, and general partners:

Date and place of formation:

APPENDIX "C"

BID FORM

The undersigned, having carefully inspected the Hickory Park swimming pool, either personally or through duly authorized representatives, and having also carefully read and examined the Bid Packet in its entirety, either personally or through duly authorized representatives, which documents are understood and accepted as sufficient for the purpose herein expressed, hereby propose to comply with said requirements and to furnish all labor, equipment, services, and facilities to fully complete improvements as detailed in the General Conditions, in full compliance with this Bid Packet, for the not-to-exceed project bid amount of:

Option 1: All work to be completed by May 24, 2019:

\$ _____ [numerical bid]

_____ [bid in words]

Option 2: All work to be completed by Memorial Day 2020:

\$ _____ [numerical bid]

_____ [bid in words]

Bidders may choose to bid on one or both of these options.

Check:

All warranty information for all materials and work to be provided are attached to this form.

The Bid Security, in the form of a bid bond, certified check or bank money order, in the amount of ten percent (10%) of the total value of the bid, is enclosed in this bid packet.

Bidder: _____

By: _____
(Authorized Representative)

(Date)

Title

APPENDIX “D”

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clean and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

1. Name of Bidder: _____
2. Permanent main office address _____

3. When organized: _____
4. If a corporation, where incorporated: _____
5. How many years have you been engaged in this business under your present firm or trade name? _____
7. Have you ever failed to complete any work awarded to you? If so, where and why?

8. Have you ever defaulted on a contract? If so, where and why?

9. Have you ever been terminated from a project/contract for cause? If so, where and why?

10. List the more important projects recently completed by your company, stating the approximate cost of each, and the month and year completed.

11. Experience in work similar in importance to this project, contact person, and phone number.

12. Background and experience of the principal members of your organization, including the officers.

13. The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by New Hanover Township in verification or the recitals comprising this Statement of Bidder's Qualifications.

14. Name, address, phone number, and contact person at surety company who will provide bonding for this contract.

15. Name, address, phone number, and contact person at insurance company who will provide insurance coverage for this contract.

16. Name, address, phone number, and contact person for at least five (5) references to which you have performed work similar to what is called for in this bid proposal **within the last five (5) years**. It is preferable, but not required, that at least two (2) of the references are municipalities or other form of public agency.

(1) _____
(2) _____
(3) _____
(4) _____
(5) _____

[Signature lines on next page]

The undersigned hereby authorizes any person, firm or corporation to furnish any information requested by New Hanover Township in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated at _____ this _____ day of _____, 2019

(Name of Bidder)

By: _____

Title: _____

State of: _____)

) ss.

County of: _____

_____, being duly sworn, deposes and says that
he/she is _____ of _____,
(Name of Organization)

and that the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this _____ day of _____, 2019.

NOTARY PUBLIC

My Commission Expires: _____

APPENDIX "E"

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (*Name and Address*):

SURETY (*Name and Address of Principal Place of Business*):

OWNER (*Name and Address*):

**New Hanover Township
2943 North Charlotte Street
Gilbertsville, PA 19252**

BID

Bid Due Date:

Description (*Project Name and Include Location*): **Hickory Park Swimming Pool Renovation
New Hanover Township, Pennsylvania**

BOND

Bond Number:

Date (*Not earlier than Bid due date*):

Penal sum _____ \$ _____
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

SURETY

Bidder's Name and Corporate Seal (Seal) _____ (Seal)
Surety's Name and Corporate Seal

By: _____
Signature

By: _____
Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

APPENDIX "F"

NON-COLLUSION AFFIDAVIT

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract pursuant to this bid. According to the Pennsylvania Antibid-Rigging Act, 62 Pa.C.S.A. § 4501, *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 is authorized to legally bind the bidder.
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 or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval, or submission of the bid.
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 firm, any intentionally high or noncompetitive bid, and any form of bid submitted for the purpose of giving a false appearance of competition.
6. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid.

NON-COLLUSION AFFIDAVIT OF BIDDER

State of _____

County of _____

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

(1) He / She is _____ of
(Owner, Partner, Officer, Representative or Agent)

_____, the Bidder that has
submitted the attached Bid or Bids;

(2) He / She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers; partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication of conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against New Hanover Township or any person interested in the proposed Contract;

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant; and,

(6) Neither the said Bidder nor any of its officers, partners, owners, agents or parties in interest, have any interest, present or prospective, that can be reasonably construed to result in a conflict of interest between them and New Hanover Township, which the Bidder will be required to perform.

I state that _____ understands and acknowledges that the above
(Name of Firm)

representations are material and important and will be relied on by New Hanover Township 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 New Hanover Township of the true facts relating to the submission of bids for this contract.

(Name and Company Position)

SWORN TO AND SUBSCRIBED BEFORE
ME THIS _____ DAY OF _____, 2019

Notary Public

My Commission Expires

APPENDIX "G"

Pennsylvania Prevailing Wage Rates

**BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES**

Project Name:	Hickory Park Pool Renovations
Awarding Agency:	New Hanover Township
Contract Award Date:	3/1/2019
Serial Number:	19-00886
Project Classification:	Heavy
Determination Date:	2/5/2019
Assigned Field Office:	Philadelphia
Field Office Phone Number:	(215)560-1858
Toll Free Phone Number:	
Project County:	Montgomery County

**BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES**

Project: 19-00886 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Asbestos & Insulation Workers	5/29/2017		\$47.30	\$34.85	\$82.15
Asbestos & Insulation Workers	5/1/2018		\$49.30	\$35.85	\$85.15
Boilermaker (Commercial, Institutional, and Minor Repair Work)	3/1/2017		\$28.52	\$18.22	\$46.74
Boilermaker (Commercial, Institutional, and Minor Repair Work)	3/1/2018		\$29.52	\$18.22	\$47.74
Boilermaker (Commercial, Institutional, and Minor Repair Work)	1/1/2019		\$29.26	\$18.48	\$47.74
Boilermakers	1/1/2018		\$46.26	\$33.36	\$79.62
Boilermakers	3/1/2018		\$45.89	\$33.73	\$79.62
Boilermakers	1/1/2019		\$45.51	\$34.11	\$79.62
Bricklayer	5/1/2017		\$40.98	\$26.78	\$67.76
Bricklayer	5/1/2018		\$43.73	\$26.78	\$70.51
Bricklayer	5/1/2019		\$46.48	\$26.78	\$73.26
Carpenter - Chief of Party (Surveying & Layout)	5/1/2020		\$48.18	\$27.59	\$75.77
Carpenter - Chief of Party (Surveying & Layout)	5/1/2019	4/30/2020	\$47.00	\$27.59	\$74.59
Carpenter - Chief of Party (Surveying & Layout)	5/1/2018	4/30/2019	\$45.83	\$27.59	\$73.42
Carpenter - Chief of Party (Surveying & Layout)	5/1/2017		\$45.25	\$27.59	\$72.84
Carpenter - Instrument Person (Surveying & Layout)	5/1/2020		\$41.90	\$27.59	\$69.49
Carpenter - Instrument Person (Surveying & Layout)	5/1/2019	4/30/2020	\$40.87	\$27.59	\$68.46
Carpenter - Instrument Person (Surveying & Layout)	5/1/2018	4/30/2019	\$39.85	\$27.59	\$67.44
Carpenter - Instrument Person (Surveying & Layout)	5/1/2017		\$39.35	\$27.59	\$66.94
Carpenter - Rodman (Surveying & Layout)	5/1/2017		\$19.68	\$19.64	\$39.32
Carpenter - Rodman (Surveying & Layout)	5/1/2018	4/30/2019	\$19.93	\$19.49	\$39.42
Carpenter - Rodman (Surveying & Layout)	5/1/2019	4/30/2020	\$20.44	\$19.49	\$39.93
Carpenter - Rodman (Surveying & Layout)	5/1/2020		\$20.95	\$19.49	\$40.44
Carpenters	5/1/2020		\$41.90	\$27.59	\$69.49
Carpenters	5/1/2019	4/30/2020	\$40.87	\$27.59	\$68.46
Carpenters	5/1/2017		\$39.35	\$27.59	\$66.94
Carpenters	5/1/2018	4/30/2019	\$39.85	\$27.59	\$67.44
Cement Masons	5/1/2017		\$36.45	\$31.76	\$68.21
Cement Masons	5/1/2018		\$37.50	\$32.26	\$69.76
DockBuilder/Pile Drivers (Building, Heavy & Highway)	5/1/2018		\$43.45	\$34.47	\$77.92
Dockbuilder/Piledriver (Building, Heavy, Highway)	5/1/2018		\$44.70	\$33.22	\$77.92
Dockbuilder/Piledriver (Building, Heavy, Highway)	11/1/2017		\$43.45	\$33.22	\$76.67
Drywall Finisher	5/1/2018	4/30/2019	\$39.27	\$27.49	\$66.76
Drywall Finisher	5/1/2017		\$37.11	\$26.75	\$63.86
Electricians	4/29/2018		\$46.89	\$36.52	\$83.41
Electricians	4/30/2017		\$45.16	\$35.25	\$80.41
Elevator Constructor	1/1/2018		\$55.76	\$33.05	\$88.81
Floor Layer	5/1/2018		\$43.11	\$28.09	\$71.20
Floor Layer	5/1/2017		\$42.51	\$27.91	\$70.42
Glazier	5/1/2018	4/30/2019	\$43.32	\$32.33	\$75.65
Glazier	5/1/2017		\$41.30	\$31.80	\$73.10
Iron Workers	7/1/2018		\$48.80	\$34.16	\$82.96

**BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES**

Project: 19-00886 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Iron Workers	7/1/2017		\$47.30	\$32.91	\$80.21
Iron Workers - Reinforcing Steel Mesh - Rebar	7/1/2017		\$42.56	\$29.30	\$71.86
Iron Workers (Riggers)	7/1/2017		\$39.83	\$27.92	\$67.75
Laborers (Class 01 - See notes)	5/1/2017		\$28.65	\$24.95	\$53.60
Laborers (Class 02 - See notes)	5/1/2017		\$30.85	\$25.65	\$56.50
Laborers (Class 03 - See notes)	5/1/2017		\$28.92	\$25.18	\$54.10
Laborers (Class 04 - See notes)	5/1/2017		\$28.95	\$24.95	\$53.90
Laborers (Class 05 - See notes)	5/1/2017		\$28.65	\$24.95	\$53.60
Landscape Laborer	5/1/2017		\$22.71	\$23.08	\$45.79
Marble Finisher	5/1/2017		\$35.55	\$24.17	\$59.72
Marble Finisher	5/1/2018		\$37.55	\$24.17	\$61.72
Marble Finisher	5/1/2019		\$39.75	\$24.17	\$63.92
Marble Mason	5/1/2017		\$40.36	\$26.99	\$67.35
Marble Mason	5/1/2018		\$43.11	\$26.99	\$70.10
Marble Mason	5/1/2019		\$45.86	\$26.99	\$72.85
Millwright	7/1/2017		\$41.35	\$32.24	\$73.59
Millwright	5/1/2018		\$43.33	\$32.96	\$76.29
Operators (Building, Class 01 - See Notes)	5/1/2017		\$44.87	\$28.14	\$73.01
Operators (Building, Class 01 - See Notes)	5/1/2021		\$51.04	\$29.97	\$81.01
Operators (Building, Class 01 - See Notes)	5/1/2019		\$47.95	\$29.06	\$77.01
Operators (Building, Class 01 - See Notes)	5/1/2018		\$46.41	\$28.60	\$75.01
Operators (Building, Class 01 - See Notes)	5/1/2020		\$49.50	\$29.51	\$79.01
Operators (Building, Class 01A - See Notes)	5/1/2018		\$49.41	\$29.49	\$78.90
Operators (Building, Class 01A - See Notes)	5/1/2019		\$50.96	\$29.94	\$80.90
Operators (Building, Class 01A - See Notes)	5/1/2020		\$52.50	\$30.40	\$82.90
Operators (Building, Class 01A - See Notes)	5/1/2021		\$54.05	\$30.85	\$84.90
Operators (Building, Class 01A - See Notes)	5/1/2017		\$47.86	\$29.03	\$76.89
Operators (Building, Class 02 - See Notes)	5/1/2018		\$46.16	\$28.53	\$74.69
Operators (Building, Class 02 - See Notes)	5/1/2019		\$47.70	\$28.99	\$76.69
Operators (Building, Class 02 - See Notes)	5/1/2020		\$49.25	\$29.44	\$78.69
Operators (Building, Class 02 - See Notes)	5/1/2021		\$50.80	\$29.89	\$80.69
Operators (Building, Class 02 - See Notes)	5/1/2017		\$44.62	\$28.07	\$72.69
Operators (Building, Class 02A - See Notes)	5/1/2018		\$49.16	\$29.42	\$78.58
Operators (Building, Class 02A - See Notes)	5/1/2019		\$50.71	\$29.87	\$80.58
Operators (Building, Class 02A - See Notes)	5/1/2020		\$52.26	\$30.31	\$82.57
Operators (Building, Class 02A - See Notes)	5/1/2021		\$53.81	\$30.77	\$84.58
Operators (Building, Class 02A - See Notes)	5/1/2017		\$47.61	\$28.97	\$76.58
Operators (Building, Class 03 - See Notes)	5/1/2020		\$45.17	\$28.24	\$73.41
Operators (Building, Class 03 - See Notes)	5/1/2018		\$42.07	\$27.33	\$69.40
Operators (Building, Class 03 - See Notes)	5/1/2017		\$40.53	\$26.87	\$67.40
Operators (Building, Class 03 - See Notes)	5/1/2021		\$46.71	\$28.69	\$75.40
Operators (Building, Class 03 - See Notes)	5/1/2019		\$43.62	\$27.78	\$71.40
Operators (Building, Class 04 - See Notes)	5/1/2017		\$40.24	\$26.78	\$67.02
Operators (Building, Class 04 - See Notes)	5/1/2019		\$43.32	\$27.69	\$71.01

**BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES**

Project: 19-00886 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Operators (Building, Class 04 - See Notes)	5/1/2020		\$44.86	\$28.14	\$73.00
Operators (Building, Class 04 - See Notes)	5/1/2021		\$46.41	\$28.60	\$75.01
Operators (Building, Class 04 - See Notes)	5/1/2018		\$41.78	\$27.22	\$69.00
Operators (Building, Class 05 - See Notes)	5/1/2017		\$38.51	\$26.27	\$64.78
Operators (Building, Class 05 - See Notes)	5/1/2019		\$41.60	\$27.18	\$68.78
Operators (Building, Class 05 - See Notes)	5/1/2018		\$40.05	\$26.73	\$66.78
Operators (Building, Class 05 - See Notes)	5/1/2020		\$43.14	\$27.64	\$70.78
Operators (Building, Class 05 - See Notes)	5/1/2021		\$44.69	\$28.10	\$72.79
Operators (Building, Class 06 - See Notes)	5/1/2017		\$37.52	\$25.98	\$63.50
Operators (Building, Class 06 - See Notes)	5/1/2018		\$39.07	\$26.43	\$65.50
Operators (Building, Class 06 - See Notes)	5/1/2019		\$40.61	\$26.89	\$67.50
Operators (Building, Class 06 - See Notes)	5/1/2020		\$42.16	\$27.35	\$69.51
Operators (Building, Class 06 - See Notes)	5/1/2021		\$43.70	\$27.80	\$71.50
Operators (Building, Class 07A- See Notes)	5/1/2018		\$55.99	\$33.02	\$89.01
Operators (Building, Class 07A- See Notes)	5/1/2019		\$57.84	\$33.57	\$91.41
Operators (Building, Class 07A- See Notes)	5/1/2020		\$59.70	\$34.10	\$93.80
Operators (Building, Class 07A- See Notes)	5/1/2021		\$61.55	\$34.65	\$96.20
Operators (Building, Class 07A- See Notes)	5/1/2017		\$54.14	\$32.47	\$86.61
Operators (Building, Class 07B- See Notes)	5/1/2019		\$57.55	\$33.47	\$91.02
Operators (Building, Class 07B- See Notes)	5/1/2020		\$59.40	\$34.03	\$93.43
Operators (Building, Class 07B- See Notes)	5/1/2017		\$53.84	\$32.40	\$86.24
Operators (Building, Class 07B- See Notes)	5/1/2021		\$61.26	\$34.58	\$95.84
Operators (Building, Class 07B- See Notes)	5/1/2018		\$55.70	\$32.92	\$88.62
Painter	5/1/2018	4/30/2019	\$38.64	\$27.64	\$66.28
Painters Class 1 (see notes)	5/1/2017		\$37.82	\$26.46	\$64.28
Painters Class 1 (see notes)	2/1/2018		\$43.18	\$27.23	\$70.41
Painters (Bridges, Stacks, Towers)	2/1/2018	1/31/2019	\$54.15	\$27.52	\$81.67
Painters (Brush and Roller)(Industrial)	2/1/2018	1/31/2019	\$43.18	\$27.23	\$70.41
Painters Class 2 (see notes)	2/1/2017		\$53.67	\$26.09	\$79.76
Painters Class 2 (see notes)	2/1/2018		\$54.14	\$27.27	\$81.41
Painters Class 3 (see notes)	5/1/2017		\$38.20	\$26.46	\$64.66
Plasterers	5/1/2017		\$37.42	\$28.83	\$66.25
Plasterers	5/1/2018		\$37.42	\$30.04	\$67.46
plumber	5/1/2018	4/30/2019	\$53.45	\$33.54	\$86.99
Plumbers	5/1/2017		\$51.42	\$32.57	\$83.99
Pointers, Caulkers, Cleaners	5/1/2019		\$47.76	\$25.69	\$73.45
Pointers, Caulkers, Cleaners	5/1/2017		\$42.26	\$25.69	\$67.95
Pointers, Caulkers, Cleaners	5/1/2018		\$45.01	\$25.69	\$70.70
Roofers (Composition)	5/1/2017		\$36.15	\$30.22	\$66.37
Roofers (Composition)	5/1/2018		\$37.15	\$31.27	\$68.42
Roofers (Shingle)	5/1/2016		\$25.70	\$19.17	\$44.87
Roofers (Shingle, Slate, Tile)	5/1/2018		\$27.50	\$20.37	\$47.87
Roofers (Slate & Tile)	5/1/2018		\$30.50	\$20.37	\$50.87
Roofers (Slate & Tile)	5/1/2016		\$28.70	\$19.17	\$47.87

**BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES**

Project: 19-00886 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Sheet Metal Workers	5/1/2018		\$47.58	\$41.60	\$89.18
Sheet Metal Workers	5/1/2017		\$46.42	\$39.51	\$85.93
Sprinklerfitters	4/1/2018		\$38.80	\$22.74	\$61.54
Sprinklerfitters	4/1/2017		\$37.40	\$21.74	\$59.14
Steamfitters	5/1/2018		\$56.37	\$34.39	\$90.76
Steamfitters	5/1/2017		\$54.64	\$32.53	\$87.17
Stone Masons	5/1/2018		\$43.11	\$26.99	\$70.10
Stone Masons	5/1/2017		\$40.36	\$26.99	\$67.35
Stone Masons	5/1/2019		\$45.86	\$26.99	\$72.85
Terrazzo Finisher	5/1/2018		\$41.31	\$22.73	\$64.04
Terrazzo Finisher	5/1/2019		\$43.61	\$22.73	\$66.34
Terrazzo Finisher	5/1/2017		\$39.06	\$22.73	\$61.79
Terrazzo Grinder	5/1/2018		\$41.58	\$22.73	\$64.31
Terrazzo Grinder	5/1/2017		\$39.33	\$22.73	\$62.06
Terrazzo Grinder	5/1/2019		\$43.88	\$22.73	\$66.61
Terrazzo Mechanics	5/1/2017		\$43.71	\$24.81	\$68.52
Terrazzo Mechanics	5/1/2019		\$49.21	\$24.81	\$74.02
Terrazzo Mechanics	5/1/2018		\$46.46	\$24.81	\$71.27
Tile Finisher	5/1/2017		\$35.55	\$24.17	\$59.72
Tile Finisher	5/1/2019		\$39.75	\$24.17	\$63.92
Tile Finisher	5/1/2018		\$37.55	\$24.17	\$61.72
Tile Setter	5/1/2018		\$46.46	\$24.81	\$71.27
Tile Setter	5/1/2019		\$49.21	\$24.81	\$74.02
Tile Setter	5/1/2017		\$43.71	\$24.81	\$68.52
Truckdriver class 1(see notes)	5/1/2019		\$33.43	\$17.96	\$51.39
Truckdriver class 1(see notes)	5/1/2017		\$30.46	\$17.96	\$48.42
Truckdriver class 1(see notes)	5/1/2021		\$36.48	\$17.96	\$54.44
Truckdriver class 1(see notes)	5/1/2018		\$31.93	\$17.96	\$49.89
Truckdriver class 1(see notes)	5/1/2020		\$34.93	\$17.96	\$52.89
Truckdriver class 2 (see notes)	5/1/2019		\$33.53	\$17.96	\$51.49
Truckdriver class 2 (see notes)	5/1/2018		\$32.03	\$17.96	\$49.99
Truckdriver class 2 (see notes)	5/1/2020		\$35.03	\$17.96	\$52.99
Truckdriver class 2 (see notes)	5/1/2021		\$36.58	\$17.96	\$54.54
Truckdriver class 2 (see notes)	5/1/2017		\$30.56	\$17.96	\$48.52
Truckdriver class 3 (see notes)	5/1/2018		\$32.28	\$17.96	\$50.24
Truckdriver class 3 (see notes)	5/1/2019		\$33.78	\$17.96	\$51.74
Truckdriver class 3 (see notes)	5/1/2017		\$30.56	\$17.96	\$48.52
Truckdriver class 3 (see notes)	5/1/2020		\$35.28	\$17.96	\$53.24
Truckdriver class 3 (see notes)	5/1/2021		\$36.83	\$17.96	\$54.79

**BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES**

Project: 19-00886 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Carpenter	5/1/2018	4/30/2019	\$46.26	\$27.69	\$73.95
Carpenter	5/1/2019	4/30/2020	\$48.16	\$27.69	\$75.85
Carpenter	5/1/2021		\$52.11	\$27.69	\$79.80
Carpenter	5/1/2020	4/30/2021	\$50.11	\$27.69	\$77.80
Carpenter - Chief of Party (Surveying & Layout)	5/1/2017		\$51.42	\$27.39	\$78.81
Carpenter - Chief of Party (Surveying & Layout)	5/1/2019	4/30/2020	\$55.38	\$27.69	\$83.07
Carpenter - Chief of Party (Surveying & Layout)	5/1/2020	4/30/2021	\$57.63	\$27.69	\$85.32
Carpenter - Chief of Party (Surveying & Layout)	5/1/2021		\$59.93	\$27.69	\$87.62
Carpenter - Chief of Party (Surveying & Layout)	5/1/2018	4/30/2019	\$53.20	\$27.69	\$80.89
Carpenter - Instrument Person (Surveying & Layout)	5/1/2017		\$44.71	\$27.39	\$72.10
Carpenter - Instrument Person (Surveying & Layout)	5/1/2019	4/30/2020	\$48.16	\$27.69	\$75.85
Carpenter - Instrument Person (Surveying & Layout)	5/1/2020	4/30/2021	\$50.11	\$27.69	\$77.80
Carpenter - Instrument Person (Surveying & Layout)	5/1/2021		\$52.11	\$27.69	\$79.80
Carpenter - Instrument Person (Surveying & Layout)	5/1/2018	4/30/2019	\$46.26	\$27.69	\$73.95
Carpenter - Rodman (Surveying & Layout)	5/1/2017		\$35.77	\$21.19	\$56.96
Carpenter - Rodman (Surveying & Layout)	5/1/2018	4/30/2019	\$37.01	\$21.34	\$58.35
Carpenter - Rodman (Surveying & Layout)	5/1/2020	4/30/2021	\$40.09	\$21.34	\$61.43
Carpenter - Rodman (Surveying & Layout)	5/1/2019	4/30/2020	\$38.53	\$21.34	\$59.87
Carpenter - Rodman (Surveying & Layout)	5/1/2021		\$41.69	\$21.34	\$63.03
Carpenters	5/1/2020		\$50.41	\$27.39	\$77.80
Carpenters	5/1/2017		\$44.71	\$27.39	\$72.10
Carpenters	5/1/2019		\$48.46	\$27.39	\$75.85
Carpenters	5/1/2018		\$46.56	\$27.39	\$73.95
Carpenters	5/1/2021		\$52.41	\$27.39	\$79.80
Cement Masons	5/1/2019		\$37.90	\$31.51	\$69.41
Cement Masons	5/1/2017		\$34.45	\$31.51	\$65.96
Cement Masons	5/1/2018		\$35.65	\$32.01	\$67.66
Cement Masons	5/1/2021		\$41.55	\$31.51	\$73.06
Cement Masons	5/1/2020		\$39.70	\$31.51	\$71.21
Electric Lineman	5/29/2017		\$52.60	\$26.37	\$78.97
Electric Lineman	5/28/2018		\$53.64	\$27.45	\$81.09
Electric Lineman	5/27/2019		\$54.66	\$28.56	\$83.22
Iron Workers	7/1/2017		\$47.30	\$32.91	\$80.21
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	1/1/2017		\$44.20	\$31.26	\$75.46
Laborers (Class 01 - See notes)	5/1/2017		\$29.75	\$25.65	\$55.40
Laborers (Class 01 - See notes)	5/1/2019		\$32.80	\$25.65	\$58.45
Laborers (Class 01 - See notes)	5/1/2018		\$31.25	\$25.65	\$56.90
Laborers (Class 01 - See notes)	5/1/2020		\$34.45	\$25.65	\$60.10
Laborers (Class 01 - See notes)	5/1/2021		\$36.20	\$25.65	\$61.85
Laborers (Class 02 - See notes)	5/1/2021		\$36.40	\$25.65	\$62.05
Laborers (Class 02 - See notes)	5/1/2020		\$34.65	\$25.65	\$60.30
Laborers (Class 02 - See notes)	5/1/2017		\$29.95	\$25.65	\$55.60
Laborers (Class 02 - See notes)	5/1/2019		\$33.00	\$25.65	\$58.65
Laborers (Class 02 - See notes)	5/1/2018		\$31.45	\$25.65	\$57.10

**BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES**

Project: 19-00886 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Laborers (Class 03 - See notes)	5/1/2017		\$29.95	\$25.65	\$55.60
Laborers (Class 03 - See notes)	5/1/2018		\$31.45	\$25.65	\$57.10
Laborers (Class 03 - See notes)	5/1/2021		\$36.40	\$25.65	\$62.05
Laborers (Class 03 - See notes)	5/1/2019		\$33.00	\$25.65	\$58.65
Laborers (Class 03 - See notes)	5/1/2020		\$34.65	\$25.65	\$60.30
Laborers (Class 04 - See notes)	5/1/2018		\$26.05	\$25.65	\$51.70
Laborers (Class 04 - See notes)	5/1/2017		\$24.55	\$25.65	\$50.20
Laborers (Class 04 - See notes)	5/1/2019		\$27.60	\$25.65	\$53.25
Laborers (Class 04 - See notes)	5/1/2020		\$29.25	\$25.65	\$54.90
Laborers (Class 04 - See notes)	5/1/2021		\$31.00	\$25.65	\$56.65
Laborers (Class 05 - See notes)	5/1/2019		\$33.65	\$25.65	\$59.30
Laborers (Class 05 - See notes)	5/1/2021		\$37.05	\$25.65	\$62.70
Laborers (Class 05 - See notes)	5/1/2018		\$32.10	\$25.65	\$57.75
Laborers (Class 05 - See notes)	5/1/2020		\$35.30	\$25.65	\$60.95
Laborers (Class 05 - See notes)	5/1/2017		\$30.60	\$25.65	\$56.25
Laborers (Class 06 - See notes)	5/1/2018		\$32.15	\$25.65	\$57.80
Laborers (Class 06 - See notes)	5/1/2019		\$33.70	\$25.65	\$59.35
Laborers (Class 06 - See notes)	5/1/2020		\$35.35	\$25.65	\$61.00
Laborers (Class 06 - See notes)	5/1/2021		\$37.10	\$25.65	\$62.75
Laborers (Class 06 - See notes)	5/1/2017		\$30.65	\$25.65	\$56.30
Laborers (Class 07 - See notes)	5/1/2021		\$36.95	\$25.65	\$62.60
Laborers (Class 07 - See notes)	5/1/2020		\$35.20	\$25.65	\$60.85
Laborers (Class 07 - See notes)	5/1/2017		\$30.50	\$25.65	\$56.15
Laborers (Class 07 - See notes)	5/1/2019		\$33.55	\$25.65	\$59.20
Laborers (Class 07 - See notes)	5/1/2018		\$32.00	\$25.65	\$57.65
Laborers (Class 08 - See notes)	5/1/2019		\$33.30	\$25.65	\$58.95
Laborers (Class 08 - See notes)	5/1/2018		\$31.75	\$25.65	\$57.40
Laborers (Class 08 - See notes)	5/1/2017		\$30.25	\$25.65	\$55.90
Laborers (Class 08 - See notes)	5/1/2021		\$36.70	\$25.65	\$62.35
Laborers (Class 08 - See notes)	5/1/2020		\$34.95	\$25.65	\$60.60
Laborers (Class 09 - See notes)	5/1/2018		\$31.60	\$25.65	\$57.25
Laborers (Class 09 - See notes)	5/1/2019		\$33.15	\$25.65	\$58.80
Laborers (Class 09 - See notes)	5/1/2021		\$36.55	\$25.65	\$62.20
Laborers (Class 09 - See notes)	5/1/2017		\$30.10	\$25.65	\$55.75
Laborers (Class 09 - See notes)	5/1/2020		\$34.80	\$25.65	\$60.45
Laborers (Class 10- See notes)	5/1/2017		\$30.25	\$25.65	\$55.90
Laborers (Class 10- See notes)	5/1/2020		\$34.95	\$25.65	\$60.60
Laborers (Class 10- See notes)	5/1/2021		\$36.70	\$25.65	\$62.35
Laborers (Class 10- See notes)	5/1/2018		\$31.75	\$25.65	\$57.40
Laborers (Class 10- See notes)	5/1/2018		\$33.30	\$25.65	\$58.95
Laborers (Class 11 -See Notes)	5/1/2017		\$30.15	\$25.65	\$55.80
Laborers (Class 11 -See Notes)	5/1/2019		\$33.10	\$25.65	\$58.75
Laborers (Class 11 -See Notes)	5/1/2020		\$34.75	\$25.65	\$60.40
Laborers (Class 11 -See Notes)	5/1/2021		\$36.50	\$25.65	\$62.15

**BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES**

Project: 19-00886 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Laborers (Class 11 -See Notes)	5/1/2018		\$31.55	\$25.65	\$57.20
Laborers (Class 12 -See Notes)	5/1/2021		\$37.40	\$25.65	\$63.05
Laborers (Class 12 -See Notes)	5/1/2018		\$32.45	\$25.65	\$58.10
Laborers (Class 12 -See Notes)	5/1/2019		\$34.00	\$25.65	\$59.65
Laborers (Class 12 -See Notes)	5/1/2020		\$35.65	\$25.65	\$61.30
Laborers (Class 12 -See Notes)	5/1/2017		\$31.85	\$25.65	\$57.50
Laborers (Class 13 -See Notes)	5/1/2019		\$36.93	\$25.65	\$62.58
Laborers (Class 13 -See Notes)	5/1/2017		\$33.88	\$25.65	\$59.53
Laborers (Class 13 -See Notes)	5/1/2021		\$40.33	\$25.65	\$65.98
Laborers (Class 13 -See Notes)	5/1/2018		\$35.38	\$25.65	\$61.03
Laborers (Class 13 -See Notes)	5/1/2020		\$38.58	\$25.65	\$64.23
Laborers (Class 14 -See Notes)	5/1/2019		\$33.05	\$25.65	\$58.70
Laborers (Class 14 -See Notes)	5/1/2020		\$34.70	\$25.65	\$60.35
Laborers (Class 14 -See Notes)	5/1/2017		\$30.00	\$25.65	\$55.65
Laborers (Class 14 -See Notes)	5/1/2018		\$31.50	\$25.65	\$57.15
Laborers (Class 14 -See Notes)	5/1/2021		\$36.45	\$25.65	\$62.10
Laborers Utility (PGW ONLY)	5/1/2017		\$30.55	\$17.58	\$48.13
Laborers Utility (PGW ONLY) (Flagperson)	5/1/2017		\$23.52	\$17.58	\$41.10
Landscape Laborer	4/1/2016		\$21.19	\$22.65	\$43.84
Operators Class 01 - See Notes (Building, Heavy, Highway)	5/1/2017		\$44.87	\$28.14	\$73.01
Operators Class 01 - See Notes (Building, Heavy, Highway)	5/1/2018		\$46.41	\$28.60	\$75.01
Operators Class 01 - See Notes (Building, Heavy, Highway)	5/1/2019		\$47.95	\$29.06	\$77.01
Operators Class 01 - See Notes (Building, Heavy, Highway)	5/1/2020		\$49.50	\$29.51	\$79.01
Operators Class 01 - See Notes (Building, Heavy, Highway)	5/1/2021		\$51.04	\$29.97	\$81.01
Operators Class 01a - See Notes (Building, Heavy, Highway)	5/1/2017		\$47.86	\$29.03	\$76.89
Operators Class 01a - See Notes (Building, Heavy, Highway)	5/1/2018		\$49.41	\$29.49	\$78.90
Operators Class 01a - See Notes (Building, Heavy, Highway)	5/1/2019		\$50.96	\$29.94	\$80.90
Operators Class 01a - See Notes (Building, Heavy, Highway)	5/1/2020		\$52.50	\$30.40	\$82.90
Operators Class 01a - See Notes (Building, Heavy, Highway)	5/1/2021		\$54.05	\$30.85	\$84.90
Operators Class 02 - See Notes (Building, Heavy, Highway)	5/1/2017		\$44.62	\$28.07	\$72.69
Operators Class 02 - See Notes (Building, Heavy, Highway)	5/1/2018		\$46.16	\$28.53	\$74.69
Operators Class 02 - See Notes (Building, Heavy, Highway)	5/1/2019		\$47.70	\$28.99	\$76.69
Operators Class 02 - See Notes (Building, Heavy, Highway)	5/1/2020		\$49.25	\$29.44	\$78.69
Operators Class 02 - See Notes (Building, Heavy, Highway)	5/1/2021		\$50.80	\$29.89	\$80.69
Operators Class 02a - See Notes (Building, Heavy,	5/1/2017		\$47.61	\$28.97	\$76.58

**BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES**

Project: 19-00886 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Highway)					
Operators Class 02a - See Notes (Building, Heavy, Highway)	5/1/2018		\$49.16	\$29.42	\$78.58
Operators Class 02a - See Notes (Building, Heavy, Highway)	5/1/2020		\$52.26	\$30.31	\$82.57
Operators Class 02a - See Notes (Building, Heavy, Highway)	5/1/2021		\$53.81	\$30.77	\$84.58
Operators Class 03 - See Notes (Building, Heavy, Highway)	5/1/2017		\$40.53	\$26.87	\$67.40
Operators Class 03 - See Notes (Building, Heavy, Highway)	5/1/2018		\$42.07	\$27.33	\$69.40
Operators Class 03 - See Notes (Building, Heavy, Highway)	5/1/2019		\$43.62	\$27.78	\$71.40
Operators Class 03 - See Notes (Building, Heavy, Highway)	5/1/2020		\$45.17	\$28.24	\$73.41
Operators Class 03 - See Notes (Building, Heavy, Highway)	5/1/2021		\$46.71	\$28.69	\$75.40
Operators Class 04 - See Notes (Building, Heavy, Highway)	5/1/2021		\$46.41	\$28.60	\$75.01
Operators Class 04 - See Notes (Building, Heavy, Highway)	5/1/2020		\$44.86	\$28.14	\$73.00
Operators Class 04 - See Notes (Building, Heavy, Highway)	5/1/2019		\$43.32	\$27.69	\$71.01
Operators Class 04 - See Notes (Building, Heavy, Highway)	5/1/2018		\$41.78	\$27.22	\$69.00
Operators Class 04 - See Notes (Building, Heavy, Highway)	5/1/2017		\$40.24	\$26.78	\$67.02
Operators Class 05 - See Notes (Building, Heavy, Highway)	5/1/2017		\$38.51	\$26.27	\$64.78
Operators Class 05 - See Notes (Building, Heavy, Highway)	5/1/2018		\$40.05	\$26.73	\$66.78
Operators Class 05 - See Notes (Building, Heavy, Highway)	5/1/2019		\$41.60	\$27.18	\$68.78
Operators Class 05 - See Notes (Building, Heavy, Highway)	5/1/2020		\$43.14	\$27.64	\$70.78
Operators Class 05 - See Notes (Building, Heavy, Highway)	5/1/2021		\$44.69	\$28.10	\$72.79
Operators Class 06 - See Notes (Building, Heavy, Highway)	5/1/2021		\$43.70	\$27.80	\$71.50
Operators Class 06 - See Notes (Building, Heavy, Highway)	5/1/2017		\$37.52	\$25.98	\$63.50
Operators Class 06 - See Notes (Building, Heavy, Highway)	5/1/2019		\$40.61	\$26.89	\$67.50
Operators Class 06 - See Notes (Building, Heavy, Highway)	5/1/2018		\$39.07	\$26.43	\$65.50
Operators Class 06 - See Notes (Building, Heavy, Highway)	5/1/2020		\$42.16	\$27.35	\$69.51
Operators Class 07 (A) - See Notes (Building, Heavy, Highway)	5/1/2019		\$57.84	\$33.57	\$91.41
Operators Class 07 (A) - See Notes (Building, Heavy, Highway)	5/1/2021		\$61.55	\$34.65	\$96.20
Operators Class 07 (A) - See Notes (Building, Heavy, Highway)	5/1/2018		\$55.99	\$33.02	\$89.01

**BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES**

Project: 19-00886 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Operators Class 07 (A) - See Notes (Building, Heavy, Highway)	5/1/2020		\$59.70	\$34.10	\$93.80
Operators Class 07 (A) - See Notes (Building, Heavy, Highway)	5/1/2017		\$54.14	\$32.47	\$86.61
Operators Class 07 (B) - See Notes (Building, Heavy, Highway)	5/1/2020		\$59.40	\$34.03	\$93.43
Operators Class 07 (B) - See Notes (Building, Heavy, Highway)	5/1/2019		\$57.55	\$33.47	\$91.02
Operators Class 07 (B) - See Notes (Building, Heavy, Highway)	5/1/2017		\$53.84	\$32.40	\$86.24
Operators Class 07 (B) - See Notes (Building, Heavy, Highway)	5/1/2021		\$61.28	\$34.58	\$95.86
Operators Class 07 (B) - See Notes (Building, Heavy, Highway)	5/1/2018		\$55.70	\$32.92	\$88.62
Painters (Bridges, Stacks, Towers)	2/1/2017		\$53.67	\$26.09	\$79.76
Painters (Bridges, Stacks, Towers)	2/1/2018		\$54.14	\$27.27	\$81.41
Steamfitters	5/1/2018		\$56.37	\$34.39	\$90.76
Steamfitters (Heavy and Highway - Gas Distribution)	5/1/2017		\$51.91	\$32.53	\$84.44
Truckdriver class 1(see notes)	5/1/2020		\$34.78	\$17.96	\$52.74
Truckdriver class 1(see notes)	5/1/2021		\$36.33	\$17.96	\$54.29
Truckdriver class 1(see notes)	5/1/2019		\$33.28	\$17.96	\$51.24
Truckdriver class 1(see notes)	5/1/2017		\$30.31	\$17.96	\$48.27
Truckdriver class 1(see notes)	5/1/2018		\$31.78	\$17.96	\$49.74
Truckdriver class 2 (see notes)	5/1/2021		\$36.43	\$17.96	\$54.39
Truckdriver class 2 (see notes)	5/1/2017		\$30.41	\$17.96	\$48.37
Truckdriver class 2 (see notes)	5/1/2018		\$31.88	\$17.96	\$49.84
Truckdriver class 2 (see notes)	5/1/2020		\$34.88	\$17.96	\$52.84
Truckdriver class 2 (see notes)	5/1/2019		\$33.38	\$17.96	\$51.34
Truckdriver class 3 (see notes)	5/1/2018		\$32.13	\$17.96	\$50.09
Truckdriver class 3 (see notes)	5/1/2019		\$33.63	\$17.96	\$51.59
Truckdriver class 3 (see notes)	5/1/2017		\$30.66	\$17.96	\$48.62
Truckdriver class 3 (see notes)	5/1/2021		\$36.68	\$17.96	\$54.64
Truckdriver class 3 (see notes)	5/1/2020		\$35.13	\$17.96	\$53.09

INDEX TO CONTRACT FORMS

- Notice of Intent to Award
- Appendix “H” - Agreement
- Appendix “I” - Affidavit re: Accepting Provisions of the Workers’ Compensation Act
- Appendix “J” – List of Subcontractors
- Appendix “K” - Performance Bond
- Appendix “L” – Payment Bond
- Appendix “M” Maintenance Bond
- Public Works Employment Verification Form

NOTICE OF INTENT TO AWARD

To: _____
(CONTRACTOR)

Date: _____

(Address)

Re: Hickory Park Swimming Pool Renovation

Gentlemen:

New Hanover Township, hereinafter referred to as the TOWNSHIP, has considered the BID submitted by you on _____, 2019 and it appears that you are the low BIDDER for the above WORK. The TOWNSHIP intends to award a CONTRACT to you. The CONTRACT PRICE is computed to be _____ Dollars (\$ _____) on the basis of acceptance of your BID.

You are required by the INSTRUCTIONS TO BIDDERS to furnish the required AGREEMENT, PERFORMANCE, MAINTENANCE and PAYMENT BONDS, Certificate of Insurance, Workmen's Compensation Affidavit, and Public Works Employment Verification Form within ten (10) days after receipt of this NOTICE OF INTENT TO AWARD. Four (4) copies of each are enclosed for your use, three (3) of which are to be executed and returned.

If you fail to furnish BONDS, evidence of insurance coverage and other required documents within ten (10) days after receipt of this NOTICE OF INTENT TO AWARD, the TOWNSHIP will be entitled to consider all your rights arising out of the acceptance of your BID by the OWNER as abandoned, including forfeiture of BID SECURITY, and to award the WORK covered by your BID to another, or to re-advertise the WORK or otherwise dispose thereof as the OWNER may determine.

Please return an accepted copy of this NOTICE OF INTENT TO AWARD together with the executed BONDS, Certificates of Insurance and other requisite forms to the attention of the undersigned.

ACCEPTANCE OF NOTICE

Receipt of this NOTICE OF INTENT TO AWARD is hereby acknowledged this _____ day of _____, 20__

By: _____

For: New Hanover Township

Title: _____

By: _____

Jamie Gwynn, Township Manager

(CONTRACTOR SIGNATURE)

APPENDIX “H”

AGREEMENT

This agreement is dated as of the _____ day of _____ in the year 2019 by and between New Hanover Township (hereinafter called TOWNSHIP) and _____ (hereinafter called CONTRACTOR).

TOWNSHIP and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

A. CONTRACT PRICE

The CONTRACTOR shall perform the Work for the consideration of _____ Dollars (\$ _____ .__ dollars) (the "Contract Price").

B. PAYMENT TERMS

TOWNSHIP agrees to pay CONTRACTOR the Contract Price when all of the Work has been completed and all punch list items resolved to the satisfaction of the Township.

C. PROJECT

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents, as defined herein. The work entails renovating the Hickory Park Swimming Pool as more fully describe in the Contract Documents (the “Work”).

D. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between TOWNSHIP and CONTRACTOR concerning the Work consist of the following:

1. This Agreement.
2. Notice of Award.
3. Bid Specifications, inclusive of the Instructions to Bidders and all General Provisions and all Attachments (Appendix “A” through “M”).
4. Bid Form submitted by CONTRACTOR.
5. Addenda issued by the Township (Addenda Numbers ___ to ___, inclusive), if any.

The foregoing Contract Documents are incorporated herein by reference. There are no Contract Documents other than those listed above in this Paragraph D. The Contract Documents may only be amended, modified or supplemented by written addendum executed by both parties.

E. CONTRACTOR'S OBLIGATIONS

1. Completion

The Work under this Contract shall be completed free of any mechanical or any other type of lien. The Work shall be completed within sixty days of the date the TOWNSHIP issues a Notice of Award and in all cases the Work shall be fully completed by **May 24, 2019** (the "Completion Date"). [In the event the TOWNSHIP awards a contract for the alternative bid, the completion deadline shall be the Friday before Memorial Day 2020.]

In the event of Acts of God or circumstances beyond the CONTRACTOR'S control which delay CONTRACTOR'S progress, the time for Completion shall be extended for a period equal to such delay. The TOWNSHIP, without invalidating the Contract, may order changes in the Work consisting of additions, deletions or modifications, the Contract Price and Contract time being adjusted accordingly. Such changes in the Work shall be authorized by written change order signed by a duly authorized representative of the TOWNSHIP and by the CONTRACTOR'S, or by written construction changes directive signed by the TOWNSHIP. If the CONTRACTOR is delayed at any time in progress of the Work by changes ordered in the Work, then the time for Completion shall be extended for such reasonable time as the parties may mutually agree.

2. Time is of the Essence

The Work under this Contract is time sensitive. Failure to do so shall be considered a default of this Contract and TOWNSHIP shall be entitled to withhold liquidated damages from the payment due to CONTRACTOR.

3. Compliance with Federal and State Laws

CONTRACTOR shall comply with all federal and state laws and regulations during the term of this Contract and shall alone be liable for any violation thereof.

In the hiring of any employees for the performance of work, or any other activity required under the Contract, CONTRACTOR shall not by reason of age, gender, sex, race, creed, color, religion, or disability discriminate against any citizen of this Commonwealth or corporate entity who is qualified and available to perform the work to which the employment or contract relates.

CONTRACTOR shall establish and maintain a written sexual harassment policy and shall inform its employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.

These provisions must be binding on all subcontractors used by Contractor.

4. Compliance with Ordinances

CONTRACTOR further warrants that the Work will be performed in accordance with applicable codes and ordinances.

F. MISCELLANEOUS

1. Liquidated Damages

In the event CONTRACTOR fails to complete the Work in a manner satisfactory to the TOWNSHIP by the Completion Date in Paragraph E.1, above, the TOWNSHIP shall be entitled to liquidated damages to compensate TOWNSHIP for financial loss associated with the loss of use of the swimming pool. The parties recognize the delays, expense and difficulties involved in proving the actual loss suffered by TOWNSHIP if the Work is not completed on time and in an appropriate manner. Accordingly, the TOWNSHIP shall be entitled to liquidated damages in the amount of \$250.00 per calendar day for the duration of time that the Work remains incomplete beyond the Completion Date.

2. Indemnification

CONTRACTOR shall indemnify, defend, and hold harmless TOWNSHIP, and the officers, employees, agents and consultants of TOWNSHIP against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by CONTRACTOR to perform any of the Work or anyone for whose acts any of them may be liable.

TOWNSHIP shall indemnify, defend, and hold harmless CONTRACTOR from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) caused by the sole negligent acts or omissions of the TOWNSHIP arising out of or relating to the CONTRACTOR'S performance of the Work.

3. Breach

A. Notwithstanding the availability of liquidated damages in Paragraph F.1, above, and in addition to the availability of said liquidated damages to the TOWNSHIP, the TOWNSHIP reserves the right to pursue any other remedy available at law or in equity to enforce this Contract and all Contract Documents to recover for actual losses or damages caused by CONTRACTOR'S breach or failure to perform. In the event the TOWNSHIP prevails in such action, it shall be entitled to recover a reasonable attorney's fee and costs, together with interest at the then legal rate.

B. The CONTRACTOR shall indemnify, defend and save harmless the TOWNSHIP from and against all loss, costs or damages on account of CONTRACTOR'S breach or default of this Contract or any injury to persons employed by CONTRACTOR or acting as it's agent occurring in the performance of the Work.

4. Non-Responsibility of Township

TOWNSHIP shall not be liable for any loss, theft or damage to the Work and to any equipment, tools or materials of CONTRACTOR for the duration of the Work.

5. Binding Effect

This Agreement shall be binding upon and inure to the benefit of the respective heirs, executors and assigns of the parties thereto. It is expressly understood and agreed, however, that the TOWNSHIP or CONTRACTOR shall not transfer or assign this Agreement without the written consent of the other party first being obtained.

6. Applicable Law

This Contract, and the obligations and rights of the parties therein, shall be construed under the laws of the Commonwealth of Pennsylvania. All claims arising from this Contract shall be the exclusive jurisdiction of the Montgomery County Court of Common Pleas or the United States District Court for the Eastern District of Pennsylvania.

7. Severability

If any of the terms or provision of this Contract or the application hereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of the Contract or the application of such term of provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be effected thereby, and each term and provision of this Contract shall be valid and enforceable to the fullest extent permitted by law and equity.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, and in consideration of the mutual covenants and undertakings contained herein and for other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, the parties hereto have caused these presents to be executed, under seal, the day and year first above written.

NEW HANOVER TOWNSHIP:

By: _____

[Seal]

Attest: _____

Address for giving notices:

New Hanover Township
Attn: Township Manager
2943 North Charlotte Street
Gilbertsville, PA 19525-9718

CONTRACTOR:

By: _____

[Seal]

Attest: _____

Address for giving notices:

APPENDIX "I"

AFFIDAVIT RE

ACCEPTING PROVISIONS OF THE WORKERS' COMPENSATION ACT

STATE OF _____)
)
)
COUNTY OF _____) SS:
)
)

being duly sworn according to law
deposes and says that he has/they have/it has accepted the provisions of the Workers'
Compensation Act of 1915 of the Commonwealth of Pennsylvania, with its supplements and
amendments, and has/have insured his/their/its liability there under in accordance with the terms
of said Act with _____ (Surety Company).

(Type or Print) Contractor

By _____
Signature

Sworn to and subscribed before me this
_____ day of _____, 2019

My Commission Expires _____
(Date)

APPENDIX "K"

PERFORMANCE BOND

KNOWN ALL MEN BY THESE PRESENTS that, _____, with its principal offices and places of business at _____ hereafter called the "Principal", and _____ a corporation organized and existing under the laws of the State of _____, and authorized to do business in the Commonwealth of Pennsylvania and currently listed in the United States Department of Treasury Circular 570, with its principal office and place of business at _____ and whose contact person and telephone number are _____ at _____, hereinafter called the "Surety", are jointly and severally held and firmly bound to New Hanover Township, Montgomery County, Pennsylvania, a municipal corporation organized and operating under the laws of the Commonwealth of Pennsylvania with a mailing address of 2943 North Charlotte Street, Gilbertsville, PA 19525, hereinafter called the "Obligee", in the full sum of _____ Dollars (\$ _____), lawful money of the United States of America, for which payment, well and truly to be made, the Principals and the Surety, jointly and severally, bind themselves, their successors and assigns, firmly by these presents.

WITNESSETH THAT:

WHEREAS, the Obligee has awarded the Principal a contract to perform certain work for the Obligee in connection with the Hickory Park Swimming Pool Renovations pursuant to specifications and other related documents constituting the contract documents, which are incorporated into the contract by reference (the "Contract Documents"); and

WHEREAS, it is a condition of the Contract Documents that this Bond shall be furnished by the Principal to the Obligee.

NOW, THEREFORE, the terms and conditions of this Bond are and shall be:

1. If the Principal shall fail or refuse to comply with any terms of the Contract Documents; or if the Principal shall fail or refuse to perform the Work in accordance with the Contract Documents, at the time and in the manner provided in the Contract and in the Contract Documents; or if the Principal shall fail or refuse to satisfy all claims and demands incurred in or related to the performance of the Contract by the Principal or growing out of the performance of the Contract by the Principal; or if the Principal shall fail or refuse to indemnify completely and shall save harmless the Obligee and

all of its officials, agents and employees from any and all costs and damages which the Obligee and all of its officials, agents and employees may sustain or suffer by reason of the failure of the Principal to do so; or if the Principal shall fail or refuse to reimburse completely and pay to the Obligee any and all costs and expenses which the Obligee and all of its officials, then the Surety shall pay to the Obligee the costs and damages, which the Obligee and all of its officials, agents and employees sustain or suffer, up to the full amount of this Bond.

2. If no prior demand for payment has been made by the Obligee, this Bond shall terminate one year after the final payment becomes due, unless extended by written agreement of the parties. If a demand for payment is made prior to such date, then this Bond shall continue in full force and effect until paid in full.
3. If the Bond is canceled during the term, the Surety covenants that Surety will provide Obligee with notice of cancellation by certified mail, return receipt requested, not less than forty-five (45) days prior to the effective date of the cancellation. If the Surety fails to provide such notice to Obligee, the Bond shall remain in full force and effect.
4. If the Surety cancels this Bond and the Principal shall fail to provide the Obligee with a replacement Bond for the remainder of the Contract term not less than thirty (30) days prior to the effective date of the cancellation, then the Obligee shall have the right to demand payment of full amount of this Bond. Surety shall make payment within thirty (30) days after Obligee makes such demand.
5. In the event the Obligee shall institute legal proceedings to collect amounts due pursuant to this Bond, then the Obligee shall be entitled to collect, in addition to the amount of this Bond, as part of any award or judgment, all court costs and other expenses of collection including but not limited to reasonable attorney fees incurred by the Obligee.
6. The Principal and the Surety agree that any alterations, changes and/or additions to the Contract Documents, and/or alterations, changes and/or additions to the work to be performed under the Contract in accordance with the Contract Documents, and/or any alterations, changes and/or additions to the Contract, and/or any giving by the Obligee of any extensions of time for the performance of the Contract in accordance with the Contract Documents, and/or any act or forbearance of either the Principal or the Obligee toward the other with respect to the Contract Documents and the Contract, and/or the reduction of any percentage to be retained by the Obligee as permitted by the Contract Documents and by the Contract, shall not release, in any manner whatsoever, the Principal and the Surety, or

either of them, or their heirs, executors, administrators, successors and assigns, from liability and obligations under this Bond; and the Surety, for value received, does not waive notice of any such alterations, changes, additions, extensions of time, acts of forbearance and/or reductions of retained percentage.

7. No final settlement between Obligee and the Principal shall abridge the right of any beneficiary hereunder whose claim may be unsatisfied.
8. This Bond shall be construed in accordance with the laws of the Commonwealth of Pennsylvania. The Principal and the Surety agree that exclusive jurisdiction and venue for any litigation concerning this Bond and the transactions contemplated shall exist in the Montgomery County Court of Common Pleas. The Principal and the Surety consent to such jurisdiction and venue and agree that all service of process, including any instrument to institute suit, shall be effective if served in accordance with Pennsylvania law.

IN WITNESS WHEREOF, intending to be legally bound, the Principal and the Surety have caused this Bond to be signed, sealed and delivered this _____ day of _____ 20__.

(Individual Principal)

(Signature of Individual) (SEAL)

Witness:

Trading and doing business as:

(Partnership Principal)

Name of Partnership

Witness:

_____ By: _____

_____ By: _____

_____ By: _____

_____ By: _____

(Corporation Principal)

Name of Corporation

Attest:

(Title) By: _____
(Title)

(CORPORATE SEAL)

(Corporation Surety)

Name of Corporation

Witness or Attest:

(Title) By: _____
(Title)

(CORPORATE SEAL)

** Attach an appropriate power of attorney, dated as of the same date as the Bond, evidencing the authority of the Attorney-in-Fact to act in behalf of the Corporation.

APPENDIX "L"

PAYMENT BOND

Know All By These Presents that we, _____

_____, hereinafter called the (CONTRACTOR)

PRINCIPAL, and _____,
(SURETY)

hereinafter called the SURETY, a corporation organized and existing under the laws of the
of _____, _____ are held and firmly bound unto New Hanover Township,
(OWNER)

hereinafter called the OBLIGEE, as hereinafter set forth, in the

full and just sum of _____

_____ Dollars (\$_____), lawful money of the United States of America, for the payment
of which sum we bind ourselves, our heirs, executors, administrators, successors and assigns,
jointly and severally, firmly by these presents.

Witnesseth That:

Whereas, The PRINCIPAL heretofore submitted to the OBLIGEE a certain BID, dated
_____, 20__, to perform the WORK for the OBLIGEE, in connection with the Hickory Park
Swimming Pool Renovations as set forth in the CONTRACT DOCUMENTS, and

Whereas, The OBLIGEE is a "contracting body" under provisions of Act. No. 385 of the
General Assembly of the Commonwealth of Pennsylvania, approved by the Governor on
December 20, 1967, known and cited as the "Public Works Contractors' Bond Law of 1967" (the
"Act"), and

Whereas, The Act, in Section 3 (a), requires that, before an award shall be made to the PRINCIPAL
by the OBLIGEE in accordance with the BID, the PRINCIPAL shall furnish this BOND to the
OBLIGEE, with this BOND to become binding upon the award of a CONTRACT to the
PRINCIPAL by the OBLIGEE in accordance with the BID, and

Whereas, It also is a condition of the CONTRACT DOCUMENTS that this BOND shall
be furnished by the PRINCIPAL to the OBLIGEE, and

Whereas, Under the CONTRACT DOCUMENTS, it is provided, inter alia, that if the

PRINCIPAL shall furnish this BOND to the OBLIGEE, and if the OBLIGEE shall make an award to the PRINCIPAL in accordance with the BID, then the PRINCIPAL and the OBLIGEE shall enter into a CONTRACT ("Agreement") with respect to performance of the WORK (the "Agreement"), the form of which AGREEMENT is set forth in the CONTRACT DOCUMENTS.

Now, Therefore, the terms and conditions of this BOND are and shall be that if the PRINCIPAL and any SUBCONTRACTOR of the PRINCIPAL to whom any portion of the WORK shall be subcontracted, and if all assignees of the PRINCIPAL and of any such SUBCONTRACTOR, promptly shall pay or shall cause to be paid, in full, all money which may be due any claimant supplying labor or materials in the prosecution and performance of the WORK in accordance with the CONTRACT DOCUMENTS, including any amendment, extension or addition to the CONTRACT DOCUMENTS, for material furnished or labor supplied or labor performed, then this BOND shall be void; otherwise, this BOND shall be and shall remain in force and effect.

This BOND, as provided by the Act, shall be solely for the protection of claimants supplying labor or materials to the PRINCIPAL or to any SUBCONTRACTOR of the PRINCIPAL in the prosecution of the WORK covered by the CONTRACT DOCUMENTS, including any amendment, extension or addition thereto. The term "claimant", where used herein and as required by the Act, shall mean any individual, firm, partnership, association or corporation. The phrase "labor or materials", when used herein and as required by the Act, shall include public utility services and reasonable rentals of equipment, but only for periods when the equipment rented is actually used at the site of the WORK covered by the CONTRACT. As required by the Act, the provisions of this BOND shall be applicable whether or not the material furnished or labor performed enters into and becomes a component part of the public building, public work or public improvement contemplated by the CONTRACT DOCUMENTS.

As provided and required by the Act, the PRINCIPAL and the SURETY agree that any claimant, who has performed labor or furnished material in the prosecution of the WORK in accordance with the CONTRACT DOCUMENTS, including any amendment, extension, or addition to the CONTRACT DOCUMENTS, and who has not been paid therefore, in full, before the expiration of ninety (90) days after the day on which such claimant performed the last of such labor or furnished the last of such materials for which payment is claimed, may institute an action upon this BOND, in the name of the claimant, in assumpsit, to recover any amount due the claimant for such labor or materials, and may prosecute such action to final judgment and may have execution upon the judgment; provided, however, that:

- (a) any claimant who has a direct contractual relationship with any SUBCONTRACTOR of the PRINCIPAL, but has no contractual relationship, express or implied, with the PRINCIPAL, may institute an action upon this BOND only if such claimant first shall have given written notice, served in the manner provided in the Act, to the PRINCIPAL, within ninety (90) days from the date upon which such claimant performed the last of the labor or furnished the last of the materials for which payment is claimed, 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; and

(b) no action upon this BOND shall be commenced after the expiration of one (1) year from the day upon which the last of the labor was performed or material was supplied, for the payment of which such action is instituted by the claimant; and

(c) every action upon this BOND shall be instituted either in the appropriate court of the County where the WORK is to be performed or of such other County as Pennsylvania statutes shall provide, or in the United States District Court for the district in which the PROJECT, to which the CONTRACT relates, is situated, and not elsewhere.

This BOND is executed and delivered under and subject to the Act, to which reference hereby is made.

The PRINCIPAL and the SURETY agree that any alterations, changes and/or additions to the CONTRACT DOCUMENTS, and/or any alterations, changes and/or additions to the WORK to be performed in accordance with the CONTRACT DOCUMENTS, and/or any alterations, changes and/or additions to the CONTRACT, and/or any giving by the OBLIGEE of any extensions of time for the performance of the WORK in accordance with the CONTRACT DOCUMENTS, and/or any act of forbearance of either the PRINCIPAL or the OBLIGEE toward the other with respect to the CONTRACT DOCUMENTS, and/or the reduction of any percentage to be retained by the OBLIGEE as permitted by the CONTRACT DOCUMENTS, shall not release , in any manner whatsoever, the PRINCIPAL and the SURETY, or either of them, or their heirs, executors, administrators, successors and assigns, from liability and obligations under this BOND: and the SURETY, for value received, does waive notice of any such alterations, changes, additions, extensions of time, acts of forbearance and/or reduction of retained percentage.

If the PRINCIPAL is a foreign corporation (incorporated under any laws other than those of the Commonwealth of Pennsylvania) then further terms and conditions of this BOND are and shall be that the PRINCIPAL or the SURETY shall not be discharged from liability on this BOND, nor this BOND surrendered until such PRINCIPAL files with the OBLIGEE a certificate from the Pennsylvania Department of Revenue evidencing the payment in full of all bonus taxes, penalties and interest, and a certificate from the Bureau of Employment and Unemployment Compensation of the Pennsylvania Department of Labor and Industry, evidencing the payment of all unemployment compensation, contributions, penalties and interest due the Commonwealth from said PRINCIPAL or any foreign corporation, SUBCONTRACTOR thereunder or for which liability has accrued but the time for payment has not arrived, all in accordance with provisions of the Act of June 10, 1947, P.L. 493, of the Commonwealth of Pennsylvania.

In Witness Whereof, the PRINCIPAL and the SURETY cause this BOND to be signed, sealed and delivered this _____ day of _____, 20_.

(Individual PRINCIPAL)

Witness: _____(Seal)
(Signature of Individual)

Trading and doing business as:

(Partnership PRINCIPAL)

Witness: _____
(Name of Partnership)

_____ By: _____(Seal) Partner

_____ By: _____(Seal) Partner

_____ By: _____(Seal) Partner

_____ By: _____(Seal) Partner

=====

(Corporation PRINCIPAL)

(Name of Corporation) _____

ATTEST:

By: _____ By: _____ (Officer or
*Authorized Rep.)

Title: _____ Title:
(Corporate Seal)

Witness:

*Attach appropriate proof, dated as of the same date as the BOND, evidencing authority to execute in behalf of the Corporation.

=====

(Corporate SURETY)

(Corporate Seal)

(Name of Corporation) _____

Witness:

_____ **By: _____ Attorney-in-Fact

**Attach an appropriate Power of Attorney, dated as of the same date as the BOND, evidencing the authority of the Attorney-in-Fact to act in behalf of the Corporation.

APPENDIX "M"

MAINTENANCE BOND

Know All Men By These Presents, that we, _____
_____ hereinafter
(CONTRACTOR)
called the PRINCIPAL, and _____, hereinafter
(SURETY)
called the SURETY, a corporation organized and existing under
laws of the _____ of _____, are held and
firmly bound unto NEW HANOVER TOWNSHIP hereinafter
(OWNER)
called the OBLIGEE, as hereinafter set forth, in the full and
just sum of _____
_____ Dollars (\$ _____).lawful money of the United States of America, for
the payment of which we bind ourselves, our heirs, executors, administrators, successors and
assigns, jointly and severally, firmly by these presents.

Witnesseth That:

Whereas, The PRINCIPAL heretofore submitted to the OBLIGEE a certain BID, dated
_____, 20__ to perform the WORK for the OBLIGEE, in connection with
the

Hickory Park Swimming Pool Renovations

as set forth in the CONTRACT DOCUMENTS.

Now, Therefore, the condition of this BOND shall be such that: If the PRINCIPAL shall
remedy, without cost to the OBLIGEE, all defects which may develop during the period of one (1)
year from the date of completion by the PRINCIPAL and final acceptance of the OBLIGEE of the
WORK performed in accordance with the CONTRACT DOCUMENTS, which defects, in the sole
judgment of the OBLIGEE, shall be caused by or shall result from defective or inferior materials
or workmanship, and if the PRINCIPAL shall satisfy all claims and demands arising from or
related to such defects or growing out of such defects, and if the PRINCIPAL shall indemnify

completely and shall save harmless the OBLIGEE from any and all costs and damages which the OBLIGEE may sustain or suffer by reason of the failure so to do; and if the PRINCIPAL shall reimburse completely and shall pay to the OBLIGEE any and all costs and expenses which the OBLIGEE may incur by reason of any such default or failure of the PRINCIPAL, 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 that any alternations, changes and/or additions to the CONTRACT DOCUMENTS, and/or any alterations, changes and/or additions to the WORK to be performed in accordance with the CONTRACT DOCUMENTS, and/or any alterations, changes and/or additions to the CONTRACT, and/or any giving by the OBLIGEE of any extensions of time for the performance of the WORK in accordance with the CONTRACT DOCUMENTS, and/or any act of forbearance of either the PRINCIPAL or the OBLIGEE toward the other with respect to the CONTRACT DOCUMENTS, and/or the reduction of any percentage to be retained by the OBLIGEE as permitted by the CONTRACT DOCUMENTS, shall not release, in any manner whatsoever, the PRINCIPAL and the SURETY, or either of them, or their heirs, executors, administrators, successors and assigns from liability and obligations under this BOND; and the SURETY for value received, does waive notice of any such alternations, changes, additions, extensions of time, acts of forbearance and/or reduction of retained percentage.

In Witness Whereof, the PRINCIPAL and the SURETY cause this

BOND to be signed, sealed and delivered this _____

day of _____, 20____.

(Individual PRINCIPAL)

Witness:

_____(Seal)
(Signature of Individual)

Trading and doing business as

(Partnership PRINCIPAL)

(Name of Partnership)

Witness:

_____ By: _____ (Seal)
Partner

(Corporation PRINCIPAL)

(Name of Corporation)

ATTEST:

_____ By: _____
(Officer of *Authorized Representative)

Title: _____ Title: _____

(Corporate Seal)

Witness:

*Attach appropriate proof, dated as of the same date as the BOND, evidencing authority to execute in behalf of the Corporation.



COMMONWEALTH OF PENNSYLVANIA

PUBLIC WORKS EMPLOYMENT VERIFICATION FORM

Date _____

Business or Organization Name (Employer) _____

Address _____

City _____ State _____ Zip Code _____

Contractor

Contracting Public Body _____

Contract/Project No _____

Project Description _____

Project Location _____

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