



COUNTY OF LYCOMING

PURCHASING OFFICE

Mya Toon, Lycoming County Chief Procurement Officer, CPPB
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**INVITATION TO BID (ITB)
FOR
THE CONSTRUCTION A FLOOD WALL WITH
FOOTING; AND A GARAGE FOUNDATION WALL,
WITH FOOTING AND A CONCRETE FLOOR SLAB
AT 2107 LYCOMING CREEK ROAD
WILLIAMSPORT, PA 17701**

**ISSUE DATE: FEBRUARY 12, 2021
DUE DATE: FEBRUARY 26, 2021**

Bidders may download proposals by going to www.lyco.org and clicking on Top 10 Links, Request for Bids/Proposals. All Bidders are required to contact the Lycoming County Chief Procurement Officer and place his/her company name on the Bidders' List. This will ensure that each Bidder receives any and all addenda that may apply to the current bid package. Failure to receive all current information could result in your company submitting an inaccurate bid, which may be disqualified by the County.

TABLE OF CONTENTS

SECTION 1 NOTICE TO BIDDERS	1-1
SECTION 2 BID INFORMATION AND INSTRUCTIONS	2-1
SECTION 3 CONTRACT TERMS AND CONDITIONS	3-1
SECTION 4 GENERAL TERMS AND CONDITIONS	4-1
SECTION 5 BID SPECIFICATIONS	5-1
SECTION 6 BID PRICE SCHEDULE	6-1
SECTION 7 BID FORM	7-1
SECTION 8 NON-COLLUSION AFFIDAVIT	8-1
SECTION 9 PREVAILING WAGE	9-1
SECTION 10 BID BOND	10-4
SECTION 11 PERFORMANCE BOND	11-1
SECTION 12 EXCEPTION FORM.....	12-1

SECTION 1
NOTICE TO BIDDERS

Legal Ad
Sun Gazette
To Be Run: February 10th & February 14th

NOTICE TO BIDDERS

The County of Lycoming is requesting sealed bids to construct a flood wall with footing; and a garage foundation wall, with footing and a concrete floor slab at 2107 Lycoming Creek Road, Williamsport, PA 17701. Bids are due by **Friday, February 26, 2021, at 5:00 P.M. EST.** Bids will be opened on **Tuesday, March 2, 2021, at 10:00 A.M. EST** in the Commissioners' Meeting Room, Lycoming County Executive Plaza Building.

Bids shall be mailed or delivered to the Lycoming County Controller's Office, Lycoming County Executive Plaza Building, 330 Pine Street, 2nd Floor, Williamsport, PA 17701. Bids must be enclosed in a sealed envelope and marked "**ITB for the construction a flood wall with footing; and a garage foundation wall, with footing and a concrete floor slab at 2107 Lycoming Creek Road, Williamsport, PA 17701.**"

Any bid submitted will be binding for 60 days after the date of the bid opening. Bids must be accompanied by bid security in the amount of ten percent (10%) of the total amount of the Bid. Bid security shall be released to unsuccessful Bidders within 120 days after the date of bid opening.

A mandatory Pre-Bid Conference will be held on **Wednesday, February 17, 2021 at 10:00 AM at 2107 Lycoming Creek Road, Williamsport, PA 17701.** Attendance at the Pre-Bid Conference is a prerequisite for submitting a bid. Bids will only be accepted from those who are represented at the bid conference. Attendance at the pre-bid conference will be evidenced by the representative's signature on the attendance roster.

Questions regarding this invitation to bid shall be directed to Mya Toon, Chief Procurement Officer, at mtoon@lyco.org.

Bidders may download the proposal by going to www.lyco.org and clicking on Top 10 Links, Request for Bids/Proposals.

The Lycoming County Board of Commissioners reserve the right to accept or reject any or all bids, or to accept any part of a bid without accepting the whole thereof, or to accept such bid as they deem to be in the best interest of the County.

COUNTY OF LYCOMING

Scott L. Metzger
Tony R. Mussare
Richard Mirabito

Attest:
Matthew M. McDermott
Chief Clerk

SECTION 2

**BID INFORMATION
AND
INSTRUCTIONS**

BID INFORMATION AND INSTRUCTIONS

2.1 **Definitions**

Invitation to Bid (ITB)	All documents, whether attached or incorporated by reference, used to solicit competitive sealed bids.
County	County shall be synonymous with the Lycoming County Board of Commissioners.
Bidder	A firm, individual, or corporation submitting a bid in response to this ITB.
Addendum	A written change, addition, alteration, correction or revision to a bid or contract document.
Bid / Proposal	The formal response to the ITB.
Contract	The agreement that results from this competitive procurement, if any, between the County and the contractor identified.
Contractor / Vendor / Successful Bidder	The Bidder(s) that will be awarded a contract pursuant to this solicitation and are responsible performing the service or supplying the good as defined in the contract.
Subcontractor	Any person other than an employee of Respondent who performs any services listed in this ITB.
Services	The work identified in this ITB as to be performed by contractor under the ensuing contract.
Goods	The equipment or items identified in this ITB as to be supplied by contractor under the ensuing contract.
Work	The required services and required goods.

2.2 Purpose and Intent of Bid. This Invitation to Bid (ITB) is issued by the Lycoming County Purchasing Department on behalf of the Lycoming County Board of Commissioners. It shall be the purpose and intent of this Invitation to Bid (ITB) to cover the terms and conditions under which a successful Bidder shall be responsible to construct a flood wall with footing; and a garage foundation wall, with footing and a concrete floor slab at 2107 Lycoming Creek Road, Williamsport, PA 17701, for the County of Lycoming (hereinafter “County”) through sealed bids.

The County is seeking to identify and select one (1) Bidder to perform the work as listed above. The selected Bidder shall perform work in accordance with the Specifications and the ITB.

The Lycoming County Board of Commissioners reserve the right to accept or reject any or all bids, or to accept any part of a bid without accepting the whole thereof, or to accept such bid as they deem to be in the best interest of the County.

2.3 Receipt of Bid Package. The County’s Purchasing Department and the Controller’s Office are the sole authorities to provide the ITB package to Bidders. Bidders who are working from an ITB package obtained from any other source may be working from an incomplete set of documents. The County assumes no responsibility for a bid’s errors, omissions or misinterpretations resulting from a Bidder’s use of an incomplete ITB package.

Bidders are advised to contact the Purchasing Department to provide his/her company's name, address, telephone number, fax number and contact name. This will ensure the Bidder will receive all communication regarding the ITB such as addenda and clarifications.

2.4 Examination of Bid. Bidders shall carefully examine all documents in the solicitation to obtain knowledge of existing conditions, limitations, and requirements. Failure to examine the documents will not relieve the Bidder of responsibility for same nor will extra payment or change order requests be considered for conditions which could have been determined by examining the solicitation.

Bids will be considered as conclusive evidence of complete examination and understanding of the terms and conditions of the bid documents including the specifications and all requirements thereof of the ITB. It is understood that submission of a bid indicates full acceptance of the same by the parties submitting the bid. Furthermore, by submitting a bid the Bidder waives the right to claims for additional time or monetary compensation for all work without limit required to complete the contract which could have been obtained by the Bidder through examination of all documents, or raising a question regarding requirements prior to submitting a bid.

2.5 Preparation of Bid. The County shall not be responsible for any costs associated with the preparation or submittal of any bid. All costs are entirely the responsibility of the Bidder.

2.6 Communications. All questions regarding this ITB shall be submitted in writing to Mya Toon, Lycoming County Chief Procurement Officer, at mtoon@lyco.org. Questions which require a more detailed or complex reply, or require an answer that may affect responses to this ITB or may be prejudicial to other prospective Bidders, will be answered by issuing an addendum. Questions must be received by the Chief Procurement Officer no later than Friday, February 19, 2021, 5:00 P.M. EST.

2.7 Addenda/Amendments to Bid. All changes in connection with this bid will be issued by the Purchasing Department in the form of a written addendum. All addenda will be posted to the County Purchasing Department's page on the County website (www.lyco.org) at least seven (7) days prior to the deadline for ITB submissions. It is the Bidder's responsibility to check the website and ensure they have all applicable addenda prior to bid submission. Signed acknowledgement of receipt of each addendum must be submitted with the bid.

2.8 Deadline and Opening of Bid. Bids must be received no later than Friday, February 26, 2021, 5:00 P.M. EST. Bids will be opened publicly at 10:00 A.M., EST, on Tuesday, March 2, 2021, in the Commissioners' Board Room located on the 1st Floor of the Lycoming County Executive Plaza Building. A summary of bids received, including company name and bid amount will be posted on the Purchasing Department's page on the County's website (www.lyco.org) within 48 hours of the bid opening.

The Bidder warrants the bid price(s), terms and conditions stated in his/her bid shall be firm for a period of 60 days from the date of the bid opening.

2.9 Important Dates. The following lists important events and deadlines regarding the ITB.

Issue Date:	February 10, 2021
Mandatory Pre-Bid Meeting	February 17, 2021 at 10:00 A.M.
Final Date for Written Questions:	February 19, 2021
Deadline for Submitting Bids:	February 26, 2021
Opening of Bids:	March 2, 2021

2.10 Submission of Bid. Bids must be enclosed in a sealed envelope or package. The outside of the envelope or package shall be clearly marked, “ITB for the Construction of a Flood Wall with Footing; and a Garage Foundation Wall, Footing and Concrete Floor Slab.” Bids shall be submitted to the Lycoming County Controller’s Office, Executive Plaza Building, 330 Pine Street, 2nd Floor, Williamsport, PA 17701. Late bids shall not be accepted. Bids must be mailed or hand-delivered. Bids delivered by fax or electronic means are not acceptable and will not be considered.

All Bids must be submitted on the forms provided by the County and in accordance with the requirements and instructions contained in the ITB package.

The County may waive minor informalities or irregularities in the bids received where such is merely a matter of form and not substance, and the correction or waiver of which is not prejudicial to other Bidders. Minor irregularities are defined as those that will not have an adverse effect on the County’s interest and will not affect the price of the bid by giving a Bidder an advantage of benefits not enjoyed by other Bidders.

2.11 Public Disclosure. All Bidders should be aware that the County is an agency subject to the Right-to-Know Law. Any documents submitted should be considered as subject to potential public disclosure once the bid is awarded.

A summary of bids received, including company name and bid amount will be posted on the Purchasing Department’s page of the County’s website (www.lyco.org) within 48 hours of the bid opening.

2.12 Bidder’s Certification. By submitting a proposal, the contractor is certifying that it and its Principals and/or subcontractors are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by the State of Pennsylvania or any Federal department or agency.

2.13 Exceptions. A Bid submitted in response to this ITB constitutes a binding offer to comply with all terms, conditions, special conditions, general specifications, and requirements stated in this ITB, except to the extent that a Bidder takes exception to such provisions. To take exception to a provision of this ITB, the Bidder must clearly identify in the BID EXCEPTION FORM: (a) the number and title of each section of this ITB that the Bidder takes exception to; (b) the specific sentence within such section that the Bidder takes exception to; and (c) any alternate provision proposed by the Bidder.

2.14 Evidence of Financial Standing. After the bid opening, Bidders may be required to present suitable evidence of his/her financial standing within three (3) business days after request by the County. This evidence would include an income statement, balance sheet and statement of cash flow accompanied by an auditor’s report attesting to the accuracy of the financial statements.

2.15 Non-Collusion Affidavit. The County requires that a Non-collusion Affidavit be submitted with all bids pursuant to its authority according to the Pennsylvania Antbid-Rigging Act, 62 Pa. C.S.A. §4501 et seq.

This Non-Collusion Affidavit must be executed by the member, officer, or employee of the Bidder who makes the final decision on prices and the amount quoted in the bid.

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.

If a bid is submitted by a joint venture, each party to the venture must be identified in the bid documents, and a Non-Collusion Affidavit must be submitted separately on behalf of each party. The term “complementary bid” as used in the Affidavit has meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or non-competitive bid, and any form of bid submitted for the purpose of giving a false appearance of competition.

Failure to file a Non-Collusion Affidavit in compliance with these instructions may result in disqualification of the bid.

2.16 Bid Bond. Bids must be accompanied by bid security in the form of a Certified Check, Cashier’s Check, or Surety Bond in the amount of TEN PERCENT (10%) of the total amount of the bid. The Bidder’s name and business address is required to be labeled on the check and/or bond for identification purposes. Any surety bond submitted must be covered with surety of a company authorized to do business in the Commonwealth of Pennsylvania. Any Cashier’s Check submitted must be drawn upon a bank authorized to do business in the Commonwealth of Pennsylvania. Surety bonds must be furnished using the form provided herein or a replication of this form by your surety company. Such bid security shall be a guarantee the Bidder will fully and faithfully comply with all of the terms and conditions of the bid and will enter into a formal written contract and is to become the property of the County as just and liquidated damages in the event that the County incurs any losses as a result of the successful Bidder’s failure to execute a written formal contract and to provide the required bonds as required within the ten (10) days after contract award.

The County reserves the right to retain bid securities until the lowest responsible Bidder enters into a contract and provides required bonds and insurance, for a period of 120 days, in accordance with applicable law, including 62 PA.C.S.A. Section 3911.

The bid security submitted by each Bidder will be returned after a contract has been signed.

Bid security shall be payable to the “County of Lycoming”.

Bid security shall be enclosed in a separate envelope marked “Bid Security” within the bid package.

2.17 Use of Bid Forms. The Bid shall be made on the bid forms included in this ITB and all applicable blanks on such forms shall be filled in. A Bidder’s failure to submit proper documentation may result in the County’s rejection of the bid.

Any and all documents required by the ITB that require a notarization must include the signature and seal of the notary public as required by the state in which the notary is commissioned. For those states that do not require an embossed notary seal, a Notarization Affidavit must be completed and submitted with the bid. Bids and required documentation submitted without the embossed seal and without the Notarization Affidavit, as applicable, may be rejected at the time of bid opening.

For each line item offered, Bidders shall show both the unit price and extended price. In case of a discrepancy between the unit price and extended price, the unit price will be presumed to be correct and the extended price shall be corrected accordingly.

2.18 Modifications/Withdrawal of Bid. Bids may be modified or withdrawn prior to the submittal deadline. Requests for withdrawals or modifications of bids received after the bid submittal deadline will not be considered except as otherwise provided in the following paragraph. Bidders desiring to modify or withdraw his/her bid, must submit the purpose for modification or withdrawal in writing to the County Chief Procurement Officer prior to the submittal deadline. Bidders may resubmit bids provided it is prior to the scheduled submittal deadline.

After bid opening, the Chief Procurement Officer may allow a Bidder to modify or withdraw its bid without prejudice if clear and convincing evidence supports the existence of a material and substantial error, an unintentional arithmetical error or an unintentional omission of a substantial quantity of work, labor, material, or services made directly in the compilation of the bid. Requests to modify or withdraw the bid must be made in writing to the Chief Procurement Officer within two (2) business days after opening the bids.

2.19 Evaluation of Bids. Bids will be evaluated in accordance with the required specifications as listed in this ITB. At the County's discretion, a bid may be eliminated from consideration for failure to comply with any required specification, depending on the nature and extent of non-compliance. In addition to meeting mandated specifications, bids will be evaluated for the ability of the Bidder to provide, in the County's opinion, the best overall solution to meet the County's objectives

2.20 Rejection or Disqualification of Bids. A bid that is incomplete, obscure, conditioned or contains additions not called for or irregularities of any kind, (including alterations or erasures), which are not initialed, may be rejected as non-conforming.

The County reserves the right to waive a bid's minor irregularities if rectified by Bidder within three (3) business days of the County's issuance of a written notice of such irregularities.

The County reserves the right to disqualify bids, before or after opening, upon evidence of collusion with intent to defraud or other illegal practices upon the part of the Bidder.

Issuance of this ITB in no way constitutes a commitment by the County to award a contract. The County reserves the right to accept or reject, in whole or part, all bids submitted and/or cancel this solicitation if it is determined to be in the best interest of the County.

Any Bidder who has demonstrated poor performance during a current or previous Agreement with the County may be considered a non-responsible Bidder and his/her bid may be rejected. The County reserves the right to exercise this option as is deemed proper and/or necessary.

The Lycoming County Board of Commissioners reserve the right to accept or reject any or all bids, or to accept any part of a bid without accepting the whole thereof, or to accept such bid as they deem to be in the best interest of the County.

2.21 Award of Bid. Award of any bid is contingent upon available budget funds and approval of the Lycoming County Board of Commissioners.

The County will award the contract(s) to the lowest and best responsive, responsible Bidder(s) meeting all terms, conditions, and specifications of the ITB, within 60 days of the opening of the bids. Submitted bids shall remain valid during this 60 day period.

The County reserves the right to award a single contract for the total requirement of the ITB or award multiple contracts on a group or line item basis in any combination that best serves the interest of the County.

The County reserves the right, in its sole and absolute discretion, to accept or reject any and all bids or parts thereof, or to accept such bid as they deem to be in the best interest of the County.

An official letter of acceptance will be forwarded by the County to the successful Bidder after bid selection and prior to contract award.

SECTION 3
CONTRACT TERMS
AND
CONDITIONS

3.1 Evidence of Insurance. The successful Bidder, at its expense, shall carry and maintain in full force at all times during the term of the contract, resulting from this ITB, the below insurance. The requirements are applicable to any and all subcontracts and subcontractors performing work under this contract.

Coverage	Limits of Liability
Workmen's Compensation	Statutory
General Liability/Property Damage	\$500,000 each occurrence \$1,000,000 aggregate
Personal Injury	\$500,000 each occurrence \$1,000,000 aggregate
Automobile Liability/Property Damage	\$500,000 each occurrence
Bodily Injury	\$500,000 each occurrence \$1,000,000 aggregate

Prior to commencement of performance of this Agreement, Contractor shall furnish to the County a certificate of insurance evidencing all required coverage in at least the limits required herein, naming the County of Lycoming, its elected officials, agents, and employees as additional insured under the Comprehensive General Liability coverage, and providing that no policies may be cancelled without ten (10) days advance written notice to the County. Such certificate shall be issued to: County of Lycoming, Attn: Mya Toon, 48 West Third Street, Williamsport, PA 17701

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.

3.2 Agreement/Contract. Upon acceptance and award of a Bidder's bid, the contract between the Bidder and the County shall be drafted from (a) the ITB and addenda, (b) the selected bid (response to the ITB by the Bidder) and any attachments thereto, and (c) all written communications between the County and the Bidder concerning the transactions. The contract shall constitute the entire and only agreement and shall supersede all prior negotiations, commitments, understandings, or agreements, whether oral or written.

3.3 Contents of Contract. The entire contents of this proposal shall become a part of the contract.

3.4 Execution of Contract. The successful Bidder must execute a written contract with the County. If the successful Bidder fails or refuses to execute the formal contract within ten (10) days of the date of contract award, the security (Bid Bond) shall be forfeited to and retained by the County as liquidated damages, that award of the contract shall be voided, and all obligations of the County in connection herewith shall be canceled.

3.5 Performance Bond. The successful Bidder, when awarded a contract, shall furnish performance bond guaranteeing that the work will be completed in accordance with the contract documents and within the time specified. The performance bond amount shall be equivalent to FIFTY PERCENT (50%) of the total contract amount. The Bidder's name and business address is required to be labeled on the check and/or bond for identification purposes. Any surety bond submitted must be covered with surety of a company authorized to do business in the Commonwealth of Pennsylvania. Any Cashier's Check submitted must be drawn upon a bank authorized to do business in the Commonwealth of Pennsylvania. The performance security shall be in the form of a Certified Check, Cashier's Check, or Surety Bond. Surety bonds shall contain language specifying the circumstances or events, which would allow the County to draw against the bond. The Bidder shall pay the entire cost of the performance security. All Bidders are hereby informed that failure to post the required performance security within

ten (10) business days of Notice of Contract Award is cause for contract termination, in which case the contract award is voided and the Contractor will forfeit its bid bond as liquidated damages.

The performance bond shall be payable to the “County of Lycoming”.

Performance bond submitted by the successful Bidder will be returned after successful completion of contract.

3.6 Term of Contract. The contract, which results from the award of this ITB, shall commence upon award and terminate on June 1, 2021.

3.7 Termination. The County reserves the right, at any time and for its convenience, to terminate the contract in whole or in any separable part by written notice to Contractor. Such notice shall be provided at least thirty (30) days prior to the intended termination date. Contractor shall be compensated for Goods accepted and for Services performed in accordance with the provisions of the contract up to the effective date of termination, less any payments previously made by the County for such Goods or Services, but in no event shall Contractor be entitled to recover loss of profits.

In the event that either the Contractor or the County defaults in the performance of any obligation specified in the contract, the non-defaulting party shall notify the other party in writing and may suspend the contract, in whole or in part, pending remedy of the default. If such default is not remedied within fifteen (15) days from the date of receipt of such notice or if the other party is diligently attempting to cure such default but is unable to cure such default within thirty (30) days from the date of receipt of such notice, then the non-defaulting party shall have the right to terminate the contract immediately by providing written notice of termination to the other party.

3.8 Time of Performance. Notwithstanding any delay in the preparation and execution of the formal contract agreement, the Contractor shall be prepared, upon written notice of bid award, to commence delivery of goods and/or services upon award

The Contractor shall deliver goods and/or services on the date of commencement as defined above and achieve substantial completion on or before June 1, 2021. The Contractor must comply with the time of performance.

3.9 Amendments/Modifications of Contract. The contract between the County and the Contractor shall not be amended or modified, nor shall any of its terms be waived, except in writing and executed by both parties.

3.10 Subcontracting. The Contractor shall not subcontract any of its obligations under this contract without the County’s prior written consent. In the event the County does consent in writing to a subcontracting arrangement, the Contractor shall be the prime contractor and shall remain fully responsible for performance of all obligations which it is required to perform under this contract.

3.11 Additions or Deductions. The County shall have the right, without invalidating the contract, to make additions to or deductions from the work covered by these specifications and in case such deductions or additions are made, an equitable adjustment of the addition to or deduction in cost shall be made between the County and the Contractor, but must be agreed to in writing.

When the County would require additional or extra goods or services that are not listed as part of the bid package and without invalidating the purchase contract, the Contractor(s) would be required to

furnish and deliver the goods and services to the County, at the Contractor's standard retail price of said items. This situation would also be in effect for the life of the contract, as listed in the above-mentioned language.

3.12 Liquidated Damages. In the case of default by the successful Bidder(s) in failing to supply goods or perform services in conformance with the requirements of the contract resulting from this ITB, the County may, after providing notification, procure the same from other sources and charge such Bidder(s) for any excess cost of damages resulting there from.

If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, or any extension, the Contractor shall, in place of actual damages, pay to the County as fixed, agreed, and liquidated damages, per calendar day for each and every day of delay as liquidated damages one thousand dollars (\$1,000.00). The Contractor shall not be charged with liquidated damages when the delay in delivery or performance arises out of causes beyond the control and without the fault or negligence of the Contractor.

This Article shall not operate or bar the County from exercising any other rights or remedies to which it may be entitled to under the Pennsylvania Uniform Commercial Code, Article 2, 13 Pa.C.S.A., Section 2101 et seq.

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

3.14 Delivery. Unless specified otherwise, deliveries will be F.O.B. Destination.

3.15 Warranty. Unless otherwise specified by the County, the Contractor shall unconditionally guarantee the materials and workmanship on all goods and/or services. If, within the guarantee period any defects occur which are due to faulty goods and/or services, the Contractor at his/her expense, shall repair or adjust the condition, or replace the goods and/or services to the complete satisfaction of the County. These repairs, replacements or adjustments shall be made only at such time as will be the least detrimental to the operations of County business

Any goods and/or services or parts thereof repaired, replaced or adjusted, shall also be subject to the terms of this clause to the same extent as the goods and/or services initially delivered. The guarantee will be equal in duration to that listed above and shall run from the date of delivery of the repaired, replaced or adjusted good and/or service.

When a repair, replacement or adjustment is required for goods, all transportation charges and responsibility for the goods while in transit shall be borne by the Contractor. If the Contractor fails or refuses to repair, replace or adjust the goods and/or services, the County may, by contract or otherwise, repair, replace or adjust with similar goods and/or services and charge the Contractor the cost occasioned to the County thereby or make equitable adjustment in the contract price.

3.16 Inspection of Work. Inspection of all work may be made by the County Commissioners, his/her duly appointed representative or other inspector(s) or assistants designated by that representative. The Contractor will be notified as to the name(s) and responsibility of such individual(s). The Contractor must notify the designated representative when all work has been performed in conformity with the requirements of this contract. The designated representative will certify that the Contractor's work has been performed in conformity with the requirements of this contract.

3.17 Rejection of Work. Services and/or goods received by the County shall not be deemed accepted until the County has had a reasonable opportunity to inspect. Services and/or goods that are discovered to be non-conforming to the agreed upon specifications may be rejected upon initial inspection or at any later time if non-conformity were not reasonably discoverable at the time of initial inspection. Within fifteen (15) days of receipt of notification of rejection, Contractor shall remedy services and/or goods without expense to the County.

If the Contractor fails, neglects or refuses to do so, the County shall then have the right to obtain such services and/or goods from another source and deduct from any monies due or that may thereafter become due to the Contractor, the difference between the price stated and the actual cost thereof to the County. If the amount due to the Contractor is insufficient to meet such expenses, the Contractor shall be liable for the excess and the County may proceed against the Contractor through appropriate legal action.

3.18 Pricing. Bidders warrant the bid price(s), terms and conditions stated in his/her bid shall be firm for a period of 60 days from the date of the bid opening. Once an award is made and a contract is in place, prices shall remain firm and fixed for the entire contract period. If your bid includes price increases over the term of the contract, such increases must be clearly indicated in the Bid Price Schedule. All bid prices must include freight.

3.19 Payment. The County will make payment within thirty (30) days of receipt invoice for properly received goods and services after inspection and acceptance of the material and/or work by the County. Advance billings are not allowed. Where partial delivery is made, invoice for such part shall be made upon delivery, and payment made within thirty (30) days under conditions as above. The County offers Contractors the option to enroll in electronic payment via automated clearing house (ACH) to the Contractor's provided bank account of record.

SECTION 4
GENERAL TERMS
AND
CONDITIONS

- 4.1 **Assignment.** The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of its agreements with the County, or its rights, title, or interest herein, or its power to execute such agreement, to any other person, company, or corporation without the previous consent and written approval by the County.
- 4.2 **Compliance With Laws.** In the performance of the contract, Contractor shall comply with all applicable laws, ordinances, rules and regulations of governmental authorities and shall further specifically comply with those sections related to Equal Employment Opportunity and Non-Discrimination. Contractor shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations. Contractor shall give required notices and secure and pay for temporary permits, licenses, and easements required for performance of the contract.
- 4.3 **Governing Law.** The contract between the County and the Contractor shall be governed in accordance with the laws of the State of Pennsylvania.
- 4.4 **Independent Contract and Indemnity.** The Contractor shall act as an independent contractor and not as an employee of the County. Contractor agrees to indemnify and hold harmless the County, its elected officials, employees and agents from and against any and all liability, damages, claims, suits, liens, and judgments (including reasonable attorney's fees), of whatever nature, for injuries to or death of any person or persons, or loss of or damage to property, to the extent attributable to the negligent acts of Contractor, its subcontractors or its respective agents, servants, or employees or such parties' failure to perform in accordance with the provisions of the contract resulting from this ITB.
- 4.5 **Force Majeure.** If the County, in its reasonable discretion, determines that the Force Majeure event is likely to delay Contractor's performance for more than thirty (30) days, the County reserves the right to cancel the agreement between the parties. In that event, neither party shall have any further liability to the other, subject only to the County's obligation to pay the Contractor for work already completed by the Contractor and the Contractor's warranty for work already completed.
- 4.6 **Tax Exemption.** The County is exempt from all Federal Excise Taxes and Pennsylvania Sales Taxes, as a political subdivision of the Commonwealth of Pennsylvania. The County's registration number with the Internal Revenue Service is 24-6000733. Net prices shown in the bid shall exclude such Federal and State taxes.

SECTION 5

BID SPECIFICATIONS

BID SPECIFICATIONS

Project Description

Lycoming County is seeking to select one bidder to complete the following project located at 2107 Lycoming Creek Road, Williamsport, PA 17701:

- Flood wall and footing (insulation, reinforcing, grouting, anchor bolts for future wood plate to anchor coping at top of wall).
- FP-530 Flood Plank System at 4 doors including concrete landing slab at doors.
- Garage foundation wall, footing (Insulation, reinforcing, grouting as noted, anchor bolts for future wood plate to anchor future wood sill) and concrete slab on grade at garage.
- Garage concrete floor slab (all related items such as but not limited to expansion joint filler at perimeter, insulation, reinforcing, preparation of subbase under slab, etc.).

Technical Drawings

Attached, as Attachment (A), is a modified set of drawings for this bid, which are as follows:

- A1.2 FW: The flood wall is located around the main portion of the building and will have 4 locations requiring the FP-530 Flood Plank System. The garage is attached to the main building.
- A2.2 FW: Exterior building elevation. We have placed squares around the related sections pertaining to the bid items. We have also shown a Reference Detail/A2.2 and then modified that detail with the name Flood Wall Bid to help clarify the bid items.
- A3.2 FW: We have placed two sections thru the flood wall, one at the exterior wall of the main building and one thru the wall separating the garage from the main building. In the center of the sheet we have placed the Flood Wall Bid to isolate the items being bid. Above that detail is the structural reinforcing for the flood wall footing. The flood wall reinforcing is detailed in the attached structural drawings.
- A3.3 FW: We have placed the referenced garage wall section and to the right of it we have placed the Fdn. and Ft'g. Bid to illustrate the bid items.
- A3.4 FW: We have placed the FP-530 Flood Plank System Info. Also have placed two separate Reference Details along with the Flood Wall Bid detail of those two reference details to illustrate the items being bid. The sheets beginning with S are the structural drawings that detail the structural requirements pertaining to the bid items.
- MEP Drawings: 11x17 sheets drawings which outline where utilities will pass thru the Flood Wall Foundation for coordination. The supports for the two (2) exterior mechanical units on the back side of the building are not in the bid.

Construction Requirements

Bidder is responsible for the demo, excavation and backfill of the area required to allow you to construction those bid items. Additionally, at the long back side of the building, to construct the flood wall and footing, is the neighbor's property. The Bidder shall be responsible to restore the property to the conditions before start of construction. Bidder is also responsible to protect the adjacent building from damage during construction. Any damage must be repaired to original conditions. Photographs at this back side should be taken for record purposes to establish existing conditions prior to start of construction.

Bidder will be required to coordinate with the Lycoming County's Work crew on site as they will be removing the existing metal siding at the flood wall location and they will be installing the waterproof membrane over the existing particle board sheathing located behind the flood wall. The membrane cannot be installed until the excavation has removed the earth from the face of the existing foundation wall.

Warranty

The flood barrier system shall come with a manufacturer's standard warranty and shall be free of defects in material and workmanship for a period of one (1) year from the date of shipment.

Prevailing Wage

Prevailing Wage is applicable in accordance with the rates outlined in Attachment (B).

Project Timeline & Schedule

The project shall be completed no later than June 1, 2021.

Lump Sum Bid

Bidders shall submit a Bid on a lump sum basis for the project. However, Bidders shall submit a Bid on a unit price basis for each item of Work listed in the Bid item description.

Building Permit

The County has purchased the applicable Building Permit for this project.

Engineering Consultant

The County's consultant on this project is

Paul Alberts Architect, LLC

This consultant while acting on behalf of the County as independent representatives on this project, has the authority to supplement the General Conditions, Construction Requirements or Scope of work due to unforeseen field conditions, or as circumstances dictate. Routine inspection and approval of work products during installation is required from this consultant throughout the course of construction. It is the responsibility of the Contractor to know and schedule their own monitoring and inspection needs.

SECTION 6

BID PRICE SCHEDULE

BID PRICE SCHEDULE

6.1 Tax Exempt. The County is exempt from all Federal Excise Taxes and Pennsylvania Sales Taxes, as a political subdivision of the Commonwealth of Pennsylvania. The County's registration number with the Internal Revenue Service is 24-6000733. Prices shown in the bid shall exclude such Federal and State taxes.

6.2 Cost Elements. Services not specifically mentioned in this ITB, but are necessary to provide the functional capabilities described shall be included as part of the cost elements. Bidders may utilize this table below to justify costs or respondents may justify costs by utilizing his/her own format.

Item Description	Cost
Flood Wall & Footing	
FP-530 Flood Plank System	
Garage Foundation Wall & Footing	
Garage Concrete Floor Slab	
TOTAL PROJECT COST	

Total bid price for the above named project, as per these specifications: \$_____

Bid Price (Written Out)

The undersigned, as Bidder, hereby declares that the total project costs as indicated above, includes all necessary work to complete this project in full according to the general specifications contained in the ITB. Products and services not specifically mentioned, but are necessary to provide the functional capabilities shall be listed and included as part of the cost elements.

The undersigned further understands and agrees that if the County accepts the bid, no additional funds will be allowed beyond the stated total project costs.

Company Name: _____

Address: _____

Point of Contact: _____ Phone Number: _____

Fax Number: _____ Email address: _____

Name of person submitting proposal: _____

Signature: _____ Date: _____

When submitting a bid, place the bid form sheet as the top page of the bid package and the bid price schedule as the second page of the bid package.

The Commissioners reserve the right to accept or reject any or all bids, or to accept any part of a bid without accepting the whole thereof, or to accept such bid as they deem to be in the best interest of the County.

SECTION 7

BID FORM

BID FORM

Important note to Bidders: It is essential that submitted Bid complies with all of the requirements contained in the ITB. The undersigned Bidder agrees, if this bid is accepted, to enter into an agreement with the County on the form included in the Contract Documents to perform and furnish all equipment, labor, materials, services, goods or products, hereafter referred to as WORK, as specified or indicated in the contract documents.

This Bid is submitted to: Lycoming County Controller's Office
Lycoming County Executive Plaza Building
330 Pine Street, 2nd Floor
Williamsport, PA 17701

This Bid is submitted on _____, 20____.

This Bid is valid for 60 days from the date of the public opening of the bids.

This Bid is submitted by:

Company Name: _____

Company Address: _____

Main Telephone: _____ Main Fax: _____

Communications and questions concerning this bid are to be directed to:

Contact Name / Title: _____

Contact Telephone: _____ Fax: _____

Contact Email: _____

In the event our company is awarded a contract as a result of the ITB and this bid, the following individual will serve as project liaison/manager:

Name / Title: _____

Office Address: _____

Telephone: _____ Fax: _____

Email: _____

Receipt of Amendments (if applicable)

In submitting this Bid, Bidder represents that they have received and examined the following ITB Addendums:

Addendum No	_____	Date	_____
Addendum No	_____	Date	_____
Addendum No	_____	Date	_____
Addendum No	_____	Date	_____

Delivery Schedule

Bidder commits that goods and/or services will be completed no later than June 1, 2021.

Bid Pricing

Unless items are specifically excluded in the Bid, the County shall deem the Bid to be complete and shall not be charged any costs above and beyond the Bid amount as set forth by Bidder herein.

Total Bid Price	\$ _____
------------------------	----------

Prices as stated herein shall remain firm throughout the life of the contract.

Authorized Signature of Bidder

The bid form must be signed by an individual with actual authority to bind the company.

Company Type (check one):

- Sole Proprietorship Partnership Corporation Joint Venture

Bidder attests that:

(1) He/she have thoroughly reviewed the County's Invitation to Bid for the Construction of a Flood Wall with Footing; and a Garage Foundation Wall, Footing and Concrete Floor Slab and that this Bid is submitted in accordance with the ITB requirements; and (2) He/she are familiar with the site facilities, site conditions, the pertinent state and local codes, state of labor and material markets, and has made due allowance in the Bid for all contingencies.

COMPANY NAME

FEDERAL ID#

STREET ADDRESS PO BOX CITY STATE ZIP

TELEPHONE #

FAX #

SIGNATURE (**see note below)

SIGNATORY'S NAME (printed)

SIGNATORY'S TITLE (printed)

WITNESS'S SIGNATURE (**see note below)

WITNESS'S NAME (printed)

WITNESS'S TITLE (printed)

****For Corporations: The bid must be signed by the President or Vice President and the signature must be attested by the Corporate Secretary or Treasurer. If any employee other than the President or Vice President signs on behalf of the corporation, or if the President's or Vice President's signature is not attested to by the Corporate Secretary or Treasurer, a copy of the corporate resolution authorizing said signature(s) must be attached to this bid. Failure to attach a copy of the appropriate authorization, if required, may result in rejection of the bid.**

SECTION 8

NON-COLLUSION AFFIDAVIT

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania Antibid-Rigging Act, [62 Pa.C.S.A. § 4501, et seq.](#), government agencies may require Non-Collusion Affidavits to be submitted together with bids.

This Non-Collusion Affidavit must be executed by the member, officer or employee of the Bidder who makes the final decision on prices and the amount quoted in the bid.

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.

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 in behalf of each party.

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, and intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.

Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid.

NON-COLLUSION AFFIDAVIT

Contract/Bid/Proposal _____

State of _____

County of _____

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

I state that:

1. The price(s) and amount of this bid have been arrived at independently and without consultation, communication, or agreement with any other Bidder, or potential Bidder.
2. Neither the price(s) nor the amount of this bid, and neither the approximate prices(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a Bidder or potential Bidder, and they will not be disclosed before bid opening.
3. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
5. _____ (Name of Firm), its affiliates, subsidiaries, officers, and employees are not currently under investigation by any governmental agency and have not, in the last four years, been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding in any public contract, except as follows:

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

A statement in this affidavit that a person has been convicted or found liable for any act, prohibited by State or Federal Law in any jurisdiction, involving conspiracy or collusion with respect to proposing on any public contract within the last three years, does not prohibit the County of Lycoming from accepting a proposal form or awarding a contract to that person, but may be grounds for administrative suspension or debarment in the discretion of the County under its rules and regulations, or may be grounds for consideration on the question of whether the County should decline to award a contract to that person on the basis of lack of responsibility.

Name: _____

Signature: _____

Title _____

SWORN TO AND SUBSCRIBED
BEFORE ME THIS _____ DAY
OF _____, 20 ____

Notary Public

My Commission Expires: _____

SECTION 9
PREVAILING WAGE

All work shall be completed in accordance with prevailing wage provisions and requirements.


10.1 Pennsylvania Prevailing Wage Rates. All work shall be completed in accordance with Pennsylvania prevailing wage provisions, requirements and wage rates as outlined Attachment (B).

The contractor must complete a Payroll Certification for Public Works Projects each week of the contract. If there is a week that the contractor did not perform any work, he/she is still required to submit a certification on which is written “no work completed during this time period”. The rates on the Payroll Certifications must be compared with the rates as supplied with the bid package. Upon discovery of non-compliance of the Prevailing Wage requirements, there may be an immediate stop payment action on all pending invoices. The contractor will be notified in writing of the non-compliance and given a time limit for resolution. If the issue is not resolved, the Department of Labor and Industry and local wage inspector will be notified. Contractors that intentionally violate the Pennsylvania Prevailing Wage Act (43 P.S. ss 165-11--165-17) may be debarred from contract awards for a period of 3 years.

Downloadable Forms for reporting Weekly Payroll Certificate for Public Works Projects are available at the [Pennsylvania Department of Labor and Industry web site](#).

WEEKLY PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS

Contractor or Subcontractor (Please check one) **ALL INFORMATION MUST BE COMPLETED**

CONTRACTOR ADDRESS		SUBCONTRACTOR ADDRESS		 DEPARTMENT OF LABOR & INDUSTRY <small>COMMONWEALTH OF PENNSYLVANIA</small> BUREAU OF LABOR LAW COMPLIANCE PREVAILING WAGE DIVISION 7TH & FORSTER STREETS HARRISBURG, PA 17120 1-800-932-6663
PAYROLL NUMBER	WEEK ENDING DATE	PROJECT AND LOCATION		
		PROJECT SERIAL #	PROJECT #	

EMPLOYEE NAME	APPR. RATE (%)	WORK CLASSIFICATION	DAY AND DATE							S-TIME 0- TIME	BASE HOURLY RATE	TOTAL FRINGE BENEFITS (C=Cash) (FB=Contributions)*	TOTAL DEDUCTIONS	GROSS PAY FOR PREVAILING RATE JOB(S)	CHECK #
			HOURS WORKED EACH DAY												
											C:				
											FB:				
											C:				
											FB:				
											C:				
											FB:				
											C:				
											FB:				

*SEE REVERSE SIDE PAGE NUMBER OF

THE NOTARIZATION MUST BE COMPLETED ON FIRST AND LAST SUBMISSIONS ONLY. ALL OTHER INFORMATION MUST BE COMPLETED WEEKLY.

*FRINGE BENEFITS EXPLANATION (FB): Bona fide benefits contribution, except those required by Federal or State Law (unemployment tax, workers' compensation, income taxes, etc.)

Please specify the type of benefits provided and contributions per hour:

- 1) Medical or hospital care _____
- 2) Pension or retirement _____
- 3) Life insurance _____
- 4) Disability _____
- 5) Vacation, holiday _____
- 6) Other (please specify) _____

CERTIFIED STATEMENT OF COMPLIANCE

1. The undersigned, having executed a contract with _____
(AWARDING AGENCY, CONTRACTOR OR SUBCONTRACTOR)
_____ for the construction of the above-identified project, acknowledges that:
 - (a) The prevailing wage requirements and the predetermined rates are included in the aforesaid contract.
 - (b) Correction of any infractions of the aforesaid conditions is the contractor's or subcontractor's responsibility.
 - (c) It is the contractor's responsibility to include the Prevailing Wage requirements and the predetermined rates in any subcontract or lower tier subcontract for this project.
2. The undersigned certifies that:
 - (a) Neither he nor his firm, nor any firm, corporation or partnership in which he or his firm has an interest is debarred by the Secretary of Labor and Industry pursuant to Section 11(e) of the PA Prevailing Wage Act, Act of August 15, 1961, P.L. 987 as amended, 43 P.S. § 165-11(e).
 - (b) No part of this contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation or partnership in which such subcontractor has an interest is debarred pursuant to the aforementioned statute.
3. The undersigned certifies that:
 - (a) the legal name and the business address of the contractor or subcontractor are: _____
 - (b) The undersigned is: a single proprietorship a corporation organized in the state of _____
 a partnership other organization (describe) _____
 - (c) The name, title and address of the owner, partners or officers of the contractor/subcontractor are:

NAME	TITLE	ADDRESS

The willful falsification of any of the above statements may subject the contractor to civil or criminal prosecution, provided in the PA Prevailing Wage Act of August 15, 1961, P.L. 987, as amended, August 9, 1963, 43 P.S. § 165.1 through 165.17.

(DATE)

SEAL

(SIGNATURE)

(TITLE)

Taken, sworn and subscribed before me this _____ Day
of _____ A.D., _____

SECTION 10

BID BOND

BID BOND

KNOW ALL MEN, that

we _____

as Principal (hereinafter "Principal"),

and _____

(a _____ corporation authorized to transact business in Pennsylvania, and having its principal office at _____) as Surety, are held and firmly bound unto the County of Lycoming, 48 West Third Street, Williamsport, Pennsylvania, 17701, as Obligee, in the sum of _____ U.S. Dollars (\$ _____), for the payment of which sum well and truly made, the said Principal and the said Surety, bind ourselves and each of our respective heirs, legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal is herewith submitting to the Obligee a bid to perform work or provide materials and/or services identified as _____, and it is a condition of the Obligee's receipt and consideration of said bid that the bid be accompanied by bid security to be held by the Obligee on terms set forth herein.

THEREFORE, the condition of this obligation is that if either (a) the Obligee shall not accept the Principal's bid nor award a contract to him or (b) said Principal shall upon Obligee's acceptance of his bid and award of a contract to him, enter into such contract in writing and furnish such bond or bonds as may be specified in the bidding or contract documents with a surety acceptable to Obligee, then this obligation shall be void; but otherwise shall remain in full force and effect.

FURTHERMORE, if the above noted conditions are not met, the Principal and Surety will pay to the Obligee the difference between the amount of the Principal's accepted bid(s) and any higher amount for which the Obligee may contract for the required work (either the next lowest responsible Bidder at that same bidding or with the lowest responsible Bidder on any re-bidding) plus any advertising, Engineers' legal and other expenses incurred by the Obligee by reason of the default: provided that the Surety's obligation hereunder shall not exceed the face amount of this bond. Such bond or bonds shall be available for payment against the presentation to Surety by the Obligee of (1) the Obligee's signed statement certifying that Principal has failed to enter into a contract in writing within such time as may be specified in Obligee's Invitation to Bid or failed to provide a performance bond in accordance with requirements set forth in Obligee's Invitation to Bid; (2) the original surety bond; and (3) a copy of the notification letter sent via courier to Principal dated not less than ten (10) days prior to Obligee's request for payment. Such notification letter shall advise Principal of the Obligee's intent to and reason for drawing on the bid bond.

The Surety agrees that its obligation hereunder shall be in no manner defeated or impaired by any postponement of the advertised date for receiving bids or by any extensions by the Principal of the period during which his bid shall remain irrevocable and subject to acceptance by the Obligee; and the Surety hereby waves notice of any such postponement or extension.

The Principal and Surety acknowledge that all references herein to the principal in singular, masculine form shall include the plural, feminine and neuter, as may be appropriate to the Principal.

Signed, sealed and dated _____, 20____

Principal

(insert Principal's name)

By: _____

Witness: _____

Title: _____

Surety

(insert Surety's name)

By: _____

Witness: _____

Title: _____

SECTION 11
PERFORMANCE BOND

PERFORMANCE BOND

Bond Number _____

KNOW ALL MEN BY THESE PRESENTS:

That _____ as

Principal, hereinafter called Contractor, and _____
a (corporation/partnership) organized and existing under the laws of the State of _____

as Surety, hereinafter called Surety, are held and firmly bound unto the County of Lycoming, Pennsylvania, as Obligee, in the amount of _____dollars(\$ _____) lawful money of the Untied States of America, for the payment whereof Contractor and Principal bind themselves, his/her heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement date _____, 20____, entered into a contract or proposal with Obligee for _____, which contract or proposal is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW THEREFORE, the terms and conditions of this Bond are and shall be that if: (A) the Principal well, truly and faithfully shall comply with and shall perform the Contract (and all alterations thereof) in accordance with the Contract Documents, and if the Principal shall satisfy all claims and demands incurred in or related to the performance of the Contract by the Principal or the Principal's subcontractors as its or his/her agents or employees or growing out of performance of the Contract, and if the Principal shall indemnify completely and shall save harmless the Obligee and all of its officers, agents and employees from any and all costs and damages which the Obligee and/as or all of its officers, agents and employees may sustain or suffer by reason of the failure of the Principal to do so, and if the Principal shall reimburse completely and shall pay to the Obligee any and all costs and expenses which the Obligee and/as any or all of its officers, agents and employees may sustain or suffer by reason of the failure of the Principal to do so, and if the Principal shall reimburse completely and shall pay to the Obligee any and all costs and expenses which the Obligee and/as any or all of its officers, agents, and employees may incur by reason of any such default or failure of the Principal: and (B) if the Principal shall remedy, without cost to the Obligee, any work not in accordance with the Contract Documents and all defects which may develop during the period of one (1) year from the date of completion by the Principal and acceptance of the Obligee of the work to be performed under the Contract in accordance with the Contract Documents, which defects, in the sole judgment of the Obligee or its legal successors in interest, shall be caused by or shall result from defective or inferior materials, then this Bond shall be void; otherwise, this Bond shall be and shall remain in force and effect.

Every provision of said act applicable to said contract and this Bond is incorporated herein by reference thereto.

The Principal and Surety agree that any alterations, changes and/or additions to the Contract Documents, 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 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 his/her 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.

AND FURTHER, if we do hereby empower any attorney of any court of record within the United States, or elsewhere, to appear for us, and, after one or more declarations filed, confess judgment against us as of any term for the above sum, costs of suit and reasonable attorney's fees, ten (10%) percent for collection, and a release of all errors and without stay of execution and inquisition and extension upon any levy upon real estate is hereby waived and condemnation agreed to, and the exemption of personal property from levy and sale on any execution hereon is also hereby expressly waived, and no benefit of exemption shall be claimed under and by virtue of any exemption law now in force or which may be hereafter passed.

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 the 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 or subcontractor there under 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 Surety cause this Bond to be signed, sealed and delivered this day of _____, 20____.

Name of Bidder and Principal

Signature (Seal)

Name of Surety

Signature

Officer or Attorney-in-Fact

Witness: _____

Witness: _____

SECTION 12
EXCEPTION FORM

EXCEPTION FORM

Section Number	Explanation