

**CLINTON COUNTY GOVERNMENT**

**2 Piper Way, Suite 300**

**Lock Haven, PA 17745**

**PROJECT MANUAL  
PAVILION – 2 PIPER WAY**

Project No. CCPC 2019-1

April 2019



## **CONTENTS**

Invitation to Bid	3
Instructions for Bidders	4
Scope of Work	6
Compliance Requirements	7
Bid and Bid Schedule	8
Statement of Bidder's Qualifications	10
Non-Collusion Affidavit	12
Contract Agreement	13
Bid Bond	19
Public Works Employment Verification Form	21
Notice of Award	22
Notice to Proceed	23
Project Drawings	24

## INVITATION TO BID

CLINTON COUNTY COMMISSIONERS will receive Sealed Bids for the PAVILION - 2 PIPER WAY PROJECT until 12:00 P.M. on May 15, 2019, at the office of the Chief Clerk, 2 Piper Way, Suite 300, Lock Haven, PA 17745. The bids will be opened, read aloud and recorded the following Thursday, May 16, 2019 at 10:00 am, at the Commissioners' regular public meeting in the 2<sup>nd</sup> Floor meeting room at the same address.

The project consists of construction of a 24 ft x 40 ft wood pavilion with a concrete floor, concrete sidewalks and ADA ramp, on the grounds of 2 Piper Way, at the Northeast corner of the County Administration Building. There is no electrical or mechanical component to this contract. Construction permits will be provided by the County.

Public Works Employment Verification will be required.

Copies of the Project Manual can be reviewed or picked up at the Clinton County Planning Office, 2 Piper Way, Suite 244. For all questions, contact Greg Smith, Project Manager at (570) 893-4080 ex. 3, or [gsmith@clintoncountypa.com](mailto:gsmith@clintoncountypa.com).

The successful Bidder will be required to furnish an assurance of completion in the form of a certified check or bid bond in the amount of 10% of the total base bid, as a guarantee that the contract will be executed with satisfactory performance.

Each bid must be submitted in a sealed envelope, addressed to: Chief Clerk of Clinton County, 2 Piper Way, Suite 300, Lock Haven, PA 17745. Each sealed envelope containing a bid must be plainly marked on the outside as "Pavilion - 2 Piper Way" and the envelope should bear on the outside the bidder's name and address.

All proposal forms must be fully completed and all signature documents fully executed as outlined in the Instructions for Bidders in the Project Manual.

The Clinton County Commissioners reserve the right to waive any informality, and to accept reject any or all bids, or to advertise for new proposals, if, in their judgment, it is in their best interest.

CLINTON COUNTY COMMISSIONERS

## INSTRUCTIONS FOR BIDDERS

**Pre-bid Conference.** Bidders are encouraged to attend the pre-bid conference scheduled for Monday, May 6 at 9:00 am at the project site: 2 Piper Way, Lock Haven, Pennsylvania. Please meet outside the front entrance.

**Interpretation of Project Specifications.** The County's Project Manager Gregory Smith will be present to answer any questions on the work. Contact: (570) 893-4080, ext. 3 or email [gsmith@clintoncountypa.com](mailto:gsmith@clintoncountypa.com)

**Bids.** Each bid must be submitted in a sealed envelope addressed to: "Chief Clerk of Clinton County, 2 Piper Way, Suite 300, Lock Haven, PA 17745." Each sealed envelope must be plainly marked on the outside "Pavilion - 2 Piper Way" and the envelope should bear on the outside the bidder's name and address. The following documents must be submitted with the bid:

- Bid Form
- Non-Collusion Affidavit (must be notarized)
- Certificate as to Corporate Principal
- Statement of bidders qualifications
- List of equipment
- List of subcontractors
- Certificate of Insurance
- A certified check OR bid bond in the amount of 10% of the total base bid.

Bids will be date and time stamped upon receipt, and will be securely stored and kept sealed until they are publicly opened.

**Award of contract.** Award of contract will be on the basis of the lowest bid by a responsible and responsive bidder.

Preference may be given to Minority Business Enterprise, Veteran Business Enterprise, and/or Women's Business Enterprise bidders, or to bidders who subcontract with any of the above.

A Federal and State debarment check will be performed on the prime and any subcontractors, and no award will be made to any contractor found listed.

**Insurance.** Only bidders who submit and keep current a Certificate of Insurance from a responsible insurance carrier, will be deemed responsible. The insurance will provide for the following:

1. Worker's Compensation as required by applicable statute, and Employers' Liability Insurance.

2. Commercial General Liability in the amount of \$1,000,000 listing Clinton County as additional insured.
3. Automobile Liability.
4. Builder's Risk coverage.

The County will verify this coverage before awarding a contract.

At time of award, the following must be submitted by the winning bidder:

- Public Works Employment Verification Form.
- If the winning bidder or any subcontractor is a Minority Business Enterprise, Veteran Business Enterprise, and/or Women's Business Enterprise, proof of such status must be submitted with the contract documents.

**Withdrawal of bids.** Bids may be withdrawn by written request over the bidder's signature, dispatched by the bidder prior to the time of bid opening.

**Rejection of bids.** The Clinton County Commissioners reserve the right to reject any and all bids and to waive any informality of bids received.

**Execution of Agreement.** Within 10 days of award and presentation of signature documents, the successful bidder shall execute and deliver to the Clinton County Commissioners two copies of the Contract Agreement in the form included herein. If the successful bidder fails to execute the Agreement and to supply the required bonds within 10 days of award, the Clinton County Commissioners may grant award to the next lowest responsible bidder.

## **SCOPE OF WORK**

The Pavilion – 2 Piper Way project consists of construction of a 24 ft x 40 ft wood pavilion with a concrete floor, concrete sidewalks and ADA ramp, on the grounds of 2 Piper Way, at the Northeast corner of the County Administration Building, as detailed on the attached project drawings.

There is no electrical or mechanical component to this contract. Sheet 6 of the drawings shows the intended location of electrical connections and fixtures and is included FOR INFORMATION ONLY.

Construction permits will be provided by the County.

The contractor is responsible for PA One Call.

Excess excavated dirt, brush and fill must be disposed of off-site, in a location to be predetermined by the Contractor and approved by the County Planning Office.

All work is to be completed within 60 days of the Notice to Proceed.

## COMPLIANCE REQUIREMENTS

The contractor shall comply with, and assure that subcontractors comply with, the following regulations.

The contractor shall insert in each subcontract all of the stipulations contained herein.

### **Minority-, Women-, and Veteran-Owned Business Enterprises**

Clinton County follows the standards set forth in the Code of Federal Regulations, 2 CFR 200.321. Preference may be given to Minority Business Enterprise, Veteran Business Enterprise, Disadvantaged Business Enterprise, and/or Women's Business Enterprise bidders, or to bidders who subcontract with any of the above. Such businesses are defined as being at least 51% owned by persons in the above categories. Award of contract on this basis is contingent on County verification that MBE, WBE, DBE or VBE status is certified by either the U.S. Small Business Administration or the PA Department of Labor.

**BID**

To the Clinton County Commissioners, 2 Piper Way, Suite 300, Lock Haven, PA, 17745:

I, the undersigned, having familiarized myself with the existing conditions of the Project Area, and with the Contract Documents, including the Invitation for Bids, the form of Bid, the form of Bid Bond, the form of Contract, the Non-Collusion Affidavit, the Contract Conditions, Compliance Requirements, Specifications, and Addenda, as prepared by and on file in the Clinton County Planning Office, hereby propose to furnish all supervision, technical personnel, labor, materials, machinery, tools, appurtenances, equipment, and services, including utility and transportation services required to construct and complete the **Pavilion – 2 Piper Way Project**, all in accordance with the above-listed documents, for the Base Bid sum of

\_\_\_\_\_ dollars (\$\_\_\_\_\_),

as defined by and in accordance with the attached bid schedule.

In submitting this Bid, I understand that the right is reserved by the Clinton County Commissioners to reject any and all Bids. If written notice of the acceptance of this Bid is mailed, telegraphed, or delivered to the undersigned within sixty (60) days after the opening thereof, or at any time thereafter before this Bid is withdrawn, I, the undersigned agree to execute and deliver an agreement in the prescribed form and furnish the required certified check or bid bond within ten (10) days after the Agreement is presented to me for signature.

Attached hereto is an affidavit in proof that the undersigned has not entered into a collusive agreement with any person in respect to this Bid or any other Bid or the submitting of Bids for the Contract for which this Bid is submitted. If I am the winning bidder, I am prepared to submit a financial statement upon request.

The undersigned represents that I am in receipt of the following number of Addenda. (If no Addenda are issued, insert the word "none" in the following space.) \_\_\_\_\_

Company name of bidder \_\_\_\_\_

\_\_\_\_\_  
Signature of Company Owner or Authorized Representative

Attest: \_\_\_\_\_  
Signature of witness

Date: \_\_\_\_\_ (Corporate Seal)





<To be completed and submitted with the bid>

**STATEMENT OF BIDDER'S QUALIFICATIONS**

All questions must be answered, and the data given must be clear and comprehensive. Attached sheets may be provided, with any desired additional information.

1. Name of bidder. \_\_\_\_\_

2. Permanent main office address \_\_\_\_\_

\_\_\_\_\_

3. Year organized \_\_\_\_\_

4. If a corporation, where incorporated \_\_\_\_\_

5. How many years have you been engaged in the contracting business under your present firm or trade name? \_\_\_\_\_

6. General character of work performed by your company.

\_\_\_\_\_

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. List your experience in construction work similar in importance to this project (attach list)

10. List your major equipment available for this contract. (Attach list)

11. Credit Available. \$ \_\_\_\_\_

12. Bank and name of bank reference. \_\_\_\_\_

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

Completed this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

By:

\_\_\_\_\_

(Printed Name and Signature of Bidder)

**STATEMENT OF BIDDER'S QUALIFICATIONS (continued)**

Certifications:

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ of the Corporation named as CONTRACTOR herein; that \_\_\_\_\_ who signed this Agreement on behalf of the CONTRACTOR, was the \_\_\_\_\_ of said Corporation; that said Agreement was duly signed for and in behalf of said Corporation by authority of its governing body, and is within the scope of its corporate powers.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

(Corporate Seal)

<To be notarized, completed and submitted with the bid>

**NON-COLLUSION AFFADAVIT OF PRIME BIDDER**

State of \_\_\_\_\_)

County of \_\_\_\_\_)

\_\_\_\_\_, being first duly sworn, deposes and says that:

- 1) He/She is (Owner, Partner, Officer, Representative or Agent) of \_\_\_\_\_, the bidder that has submitted the attached Bid;
- 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 or 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 for the Bid prices or the Bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the \_\_\_\_\_ or any person interested in the proposed Contract; and
- 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 officers, partners, agents, representatives, owners, employees, or parties in interest, including this affiant.

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Title

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
Title \_\_\_\_\_

My commission expires \_\_\_\_\_

## CONTRACT AGREEMENT

### Clinton County PAVILION – 2 PIPER WAY PROJECT

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between Clinton County, hereinafter referred to as OWNER, and \_\_\_\_\_, a \_\_\_\_\_, hereinafter referred to as CONTRACTOR;

WITNESSETH, that the CONTRACTOR and the OWNER, for the considerations stated herein, mutually agree as follows:

**STATEMENT OF WORK.** Construction of an outdoor pavilion on the grounds of 2 Piper Way in Lock Haven, Pennsylvania, hereinafter referred to as the PROJECT SITE. The CONTRACTOR shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services, including utility and transportation services, and perform and complete all work incidental thereto, in strict accordance with the Project Manual and any Addenda, as prepared by the Clinton County Planning Department.

**CONTRACT PRICE.** The OWNER will pay the CONTRACTOR for the performance of the contract in current funds the contract price of price \_\_\_\_\_.

**DATE OF STARTING AND COMPLETING WORK.** The Contract Work shall be started within \_\_\_ days of delivery to CONTRACTOR of the written Notice to Proceed by the OWNER and shall be continued in full force until completion, unless approval to suspend Work is granted by the OWNER or unless delays occur due to unfavorable weather. The Work shall be completed within 60 days after the date of Notice to Proceed. If the Notice to Proceed has not been issued within \_\_\_ days of the award of the bid,, the the Notice to Proceed will be deemed to have been issued on the \_\_\_ day following issuance of the Notice of Award.

**RESPONSIBILITIES OF CONTRACTOR.** Except as otherwise specifically stated in the Project Manual, the CONTRACTOR shall provide and pay for all materials, labor, tools, equipment, water, light, heat, power, transportation, superintendence, temporary construction of every nature, charges, levies, fee or other expenses, and all other services and facilities of every nature whatsoever necessary for the performance of the Contract within the specified time.

**COMMUNICATIONS.** All notices, demands, requests, instructions, approvals, proposals, and claims must be in writing. Any notice to or demand upon the CONTRACTOR shall be sufficiently given if delivered at the office of the CONTRACTOR stated on the signature page of the Agreement (or at such other office as the CONTRACTOR may from time to time designate in writing to the OWNER), or if deposited in the United States mail in a sealed, postage prepaid envelope, in each case addressed to such office. In lieu of postal mail, email may be used for formal correspondence with the Project Manager. All emails must be acknowledged by the recipient.

All papers required to be delivered to the OWNER shall, unless otherwise specified in writing to the CONTRACTOR, be delivered to the OWNER at 2 Piper Way, Suite 244, Lock Haven, PA 17745, and any notice to or demand upon the OWNER shall be sufficiently given if so delivered, or if deposited in the United States mail in a sealed, postage prepaid envelope, or via email to the Project Manager, or to such other representatives of the OWNER may subsequently specify in writing to the CONTRACTOR for such purpose.

**JOB OFFICES.** The CONTRACTOR and his/her subcontractors may maintain such office and storage facilities on the Site as are necessary for the proper conduct of the Work. These shall be located so as to cause no interference to any Work to be performed on the Site. The OWNER shall be consulted with regard to locations. Upon completion of the improvements, or as directed by the OWNER, the CONTRACTOR shall remove all such temporary structures and facilities from the Site, same to become his/her property and leave the Site of the Work in the condition required by the Contract.

**CONTRACT DOCUMENTS.** The OWNER will furnish the CONTRACTOR without charge two (2) copies of the Contract Documents, including Project Drawings. Any doubt as to the meaning of these Project Drawings, or any obscurity as to the wording or intent of them, will be explained by Gregory Smith, the Project Manager. All directions and explanations required or necessary to complete, explain or make definite any section of the specifications and give them due effect will be given by the OWNER in writing, whose decision thereon will be final.

**CONSTRUCTION RESERVATION.** It shall be the CONTRACTOR's responsibility to investigate the location and elevation of all surface or subsurface utilities or other obstructions affecting his/her Work before preparing his/her bid. Any additional expenses resulting from such obstructions shall be included in the CONTRACTOR's bid, and no extra payment will be allowed.

**DAMAGE TO EXISTING CONSTRUCTION.** The CONTRACTOR shall be held responsible for any and all damages outside the limits of construction indicated on the specifications. This includes damage to drainage structures, gas and water mains, electric or communication facilities, pavements, buildings, walls, etc. Any such damage shall be satisfactorily repaired or replaced by the CONTRACTOR at his/her own expense.

**DISPOSAL OF EXISTING MATERIALS.** Any existing debris, except those materials noted in the Contract Documents for re-use or storage at the direction of the OWNER, which is removed during construction shall become the property of the CONTRACTOR and it shall be his/her responsibility to dispose of off the site.

**PUBLIC CONVENIENCE AND SAFETY.** The CONTRACTOR shall not cause any infringement or damage to property within or adjacent to the Project area, and will be required to cooperate with the persons involved with respect to reasonable requests pertaining to access and protection of their property.

**STORAGE OF MATERIALS.** The CONTRACTOR shall remove and store, as directed, materials removed from the site to be used in new construction in a manner which will provide a stock pile free of debris and other materials. Materials shall be placed on wooden platforms or other clean surfaces, not on the ground, and placed under cover when directed by the OWNER.

**GENERAL GUARANTY.** Neither the final certificate of payment nor any provision in the Contract nor partial or entire use of the improvements embraced in this Contract by the OWNER or the public shall constitute an acceptance of Work not done in accordance with the Contract or relieve the CONTRACTOR of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The CONTRACTOR shall promptly remedy any defects in the Work and pay for any damage to other work, resulting therefrom which shall appear within a period of 12 months from the date of final acceptance of the work. The OWNER will give notice of defective materials and Work with reasonable promptness. The period of guarantee

stipulated under this section shall not begin to run until the date of the final acceptance of all Work which the CONTRACTOR is required to construct under this Contract.

**SUBSTITUTION.** Wherever in the project specifications, a catalog number, trade designation, the name of any individual or system of construction has been used, the same has been done with the intention of indicating only the character, class, quality, or kind of material or fixture that is desired and any or all of said fixtures, materials, or construction may be provided equal in every respect in quality and purpose to those named in the specification, which are for convenience in specifying only. But before any contractor may use any fixture, material, or system of construction other than that specified, he/she shall first notify the OWNER and secure permission to do so, and if required, shall submit a sample for inspection and approval.

**SIGNS, BARRICADES, LIGHTS.** Contractor shall, at his/her own cost and expense, erect and maintain any necessary warning lights, barricades and signs, in a manner acceptable to the OWNER.

**PROTECTION OF EXISTING SITE CONDITIONS.** The CONTRACTOR shall locate existing buildings, plantings, paving, utility services (both overhead and underground), etc., and shall protect same from damage during this construction operation. Should damage occur, repairs shall be made in a manner satisfactory to the OWNER at the CONTRACTOR's expense.

**PROSECUTION OF WORK.** The CONTRACTOR shall prosecute the Work diligently, so that it may be completed as promptly as conditions may permit in an economical manner within the Contract period. If the Work is not being prosecuted satisfactorily, in the judgment of the OWNER, the OWNER may after fifteen days' written notice to the CONTRACTOR, declare the CONTRACTOR in default and, if heit so desires, the OWNER may cancel the Contract and pay to the CONTRACTOR the price of the Work actually completed as determined by the Project Manager. Upon payment of such amount, all obligation of the OWNER shall be deemed as fulfilled and terminated.

**COMPETENT WORKERS.** The CONTRACTOR shall employ only competent and efficient laborers and first class mechanics or artisans for every kind of Work, including supervision. Whenever, in the opinion of the OWNER, any person is unfit to perform his/her task or does his/her Work contrary to directions, or conducts himself/herself improperly, the CONTRACTOR shall remove him/her from the Work immediately and not employ him/her again on the Project.

**SUBCONTRACTING.** The CONTRACTOR may utilize the services of qualified subcontractors on those parts of the Work which, under normal contracting practices, are performed by subcontractors specializing in the particular class of Work. The CONTRACTOR shall not award any work to any subcontractor without prior written approval by the OWNER, which approval will not be considered until the CONTRACTOR submits to the OWNER, a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as the OWNER may require. The CONTRACTOR shall advise each approved subcontractor of his/her anticipated Work schedule and payment schedule.

The CONTRACTOR shall be as fully responsible to the OWNER for the acts and omissions of his/her subcontractors, and of persons either directly or indirectly employed by them, as he/she is for the acts and omissions of persons directly employed by him/her. The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind subcontractors to the CONTRACTOR by terms of the Contract Conditions and other Contract Documents, insofar as applicable to the Work of the subcontractors, and to give the

CONTRACTOR the same power as regards terminating any subcontract that the OWNER may exercise over the CONTRACTOR under any provision of the Contract Documents. All provisions of law and regulation, whether related to funding requirements or otherwise, shall apply equally to all subcontractors as well as prime CONTRACTORS.

Nothing contained in this Contract shall create any contractual relation between any subcontractor and the OWNER.

In the absence of good and sufficient reasons, within twenty days of the receipt of payment by the CONTRACTOR, the CONTRACTOR shall pay all subcontractors with whom he/she has contracted their earned share of the payment the CONTRACTOR received.

COOPERATION OF CONTRACTORS. If, through acts of neglect on the part of the CONTRACTOR, any other contractor or any subcontractor shall suffer loss or damage on the Work, the CONTRACTOR agrees to settle with such other contractor or subcontractors by agreement if such other contractor or subcontractors will so settle. If such other contractor or subcontractor shall assert any claim against the OWNER on account of any damage alleged to have been sustained, the OWNER shall notify the CONTRACTOR, who shall indemnify and save harmless the OWNER against any such claim. The CONTRACTOR shall coordinate his/her operations with those of other contractors. Cooperation will be required in the arrangement for the storage of materials and in the detailed execution of the Work. The CONTRACTOR, including his/her subcontractors, shall keep informed of the progress and the detail Work of other contractors and shall notify the OWNER immediately of lack of progress or defective workmanship on the part of other contractors. Failure of the CONTRACTOR to keep informed of the Work progressing on the site and failure to give notice of lack of progress or defective workmanship by others shall be construed as acceptance by him/her of the status of the Work as being satisfactory for proper coordination with his/her own work.

#### PAYMENTS TO THE CONTRACTOR

PROGRESS PAYMENTS. Not more frequently than twice each calendar month, the OWNER will approve partial payment to the CONTRACTOR, on the basis of a detailed invoice for materials and work completed, prepared and certified by the CONTRACTOR. The OWNER shall make payment on this invoice no later than 30 days from the date of the invoice.

FINAL PAYMENT. The OWNER may withhold payment, in whole or in part, to the extent necessary and permitted by law to protect itself from loss on account of any of the following:

- 1) Defective work;
- 2) Evidence indicating the probable filing of claims by other parties against the CONTRACTOR which may adversely affect the OWNER;
- 3) Failure of the CONTRACTOR to make payments due to subcontractors, material suppliers or employees;
- 4) Damage to another CONTRACTOR; and/or
- 5) Noncompliance with any part of the terms of this contract.

PAYMENT FOR REMOVAL OF REJECTED WORK AND MATERIALS. The removal of rejected work and materials and the re-execution of acceptable work by the CONTRACTOR shall be at the expense of the CONTRACTOR, and he/she shall pay the cost of replacing the



work of other contractors destroyed or damaged by the removal of the rejected work or materials and the subsequent replacement of acceptable work. Removal by OWNER of rejected work or materials and storage of materials by the OWNER shall be paid by the CONTRACTOR within thirty days after written notice to pay is given by the OWNER. If the CONTRACTOR does not pay the expenses of such removal and after ten days' written notice being given by the OWNER of his/her intent to sell the materials, the OWNER may sell the materials at auction or at private sale and will pay to the CONTRACTOR the net proceeds therefrom after deducting all the costs and expenses that should have been borne by the CONTRACTOR.

**CHANGE ORDERS:** All requests for extra compensation over and above the amount agreed upon in the Contract Agreement on account of any alterations or changes, or for any extra work or requests for additional time to complete the Contract, shall be filed, in writing, with the OWNER by the CONTRACTOR, having attached thereto a copy of the original order executed by both the OWNER and CONTRACTOR for such alterations or changes or extra work, within thirty (30) days after the completion of said alterations or changes or extra work.

Should the CONTRACTOR fail to notify the OWNER in advance, as required, or to submit his/her claim within thirty days, as required above, it will be taken as conclusive evidence that no claim exists.

**NO CHARGE FOR DELAY.** Unless otherwise provided in the Contract Documents, the CONTRACTOR shall make no charge or claim whatsoever for any hindrance or delay in the progress of the Work, except that he/she may claim an extension of time for the completion of the Work.

**FINAL PAYMENT.** When the Project is substantially complete, the CONTRACTOR may request a final inspection and submit an application for final payment. If the Project is "Substantially Complete," and approved by the City of Lock Haven Codes Officer, the OWNER shall issue a certificate of "Substantial Completion," and shall authorize the application for Final Payment. The OWNER shall, within 45 days from the date of "Substantial Completion," pay the CONTRACTOR in full for all Work completed and the amount retained shall be no more than one and one-half times the amount necessary to complete any then remaining uncompleted minor items. The payment(s) from the OWNER after substantial completion of the contract shall bear interest at the rate of 10% per annum after the date such payment becomes due and payable as indicated above. The OWNER shall list in detail each and every uncompleted item and a reasonable cost of completion. Final payment of any amount withheld for the completion of minor items shall be paid within 21 days of completion of the items listed.

**ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE.** The acceptance by the CONTRACTOR of the Final Payment shall be and shall operate as a release to the OWNER from the CONTRACTOR from all claims and all liability for all things done or furnished in connection with this Work and for every act and neglect of the OWNER relating to or arising out of this Work. No payment, however, final or otherwise, shall operate to release the CONTRACTOR or his/her sureties from any obligations under this Contract or the Performance, Payment and/or Maintenance Bonds.

In WITNESS WHEREOF, the parties hereto have caused the foregoing AGREEMENT to be executed in two original copies on the day and year first above written.

**CONTRACTOR:**

\_\_\_\_\_  
(Printed Name of Contractor)

\_\_\_\_\_  
(Printed name and title of Company Owner or Authorized Official)

By: \_\_\_\_\_  
(Signature of Company Owner or Authorized Official)

Attest: \_\_\_\_\_  
(Signature of witness)

**CLINTON COUNTY COMMISSIONERS:**

\_\_\_\_\_  
Robert B. Smeltz, Jr., Chairman    Jeffrey A. Snyder, Vice Chairman    Paul W. Conklin, Commissioner

Attest: \_\_\_\_\_  
Jann R. Meyers, Chief Clerk

<To be completed and submitted with the bid>

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS THAT WE, THE UNDERSIGNED

\_\_\_\_\_ as PRINCIPAL; and

\_\_\_\_\_ as SURETY,

are held and firmly bound unto \_\_\_\_\_, hereinafter called the "OWNER," in the penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), lawful money of the United States of America, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying bid, dated \_\_\_\_\_, \_\_\_\_\_, for

\_\_\_\_\_ (description of work).

NOW, THEREFORE, if the Principal shall not withdraw said Bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after the said opening, and shall within the period specified therefore, or if no period be specified, with ten (10) days after the prescribed forms are presented to him/her for signature, enter into a written Contract with the OWNER in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract; or in the event of the withdrawal of said Bid within the time specified, if the Principal shall pay the OWNER may procure the required Work or supplies or both, if the latter be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

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

**BID BOND continued**

**INDIVIDUAL OR PARTNERSHIP PRINCIPALS**

\_\_\_\_\_ (SEAL)

\_\_\_\_\_ (SEAL)

\_\_\_\_\_ (SEAL)

In the presence of: \_\_\_\_\_ (SEAL)

**CORPORATE PRINCIPAL**

ATTEST: \_\_\_\_\_

\_\_\_\_\_ BY:  
\_\_\_\_\_ (SEAL)

**SURETY**

ATTEST: \_\_\_\_\_

\_\_\_\_\_ BY:  
\_\_\_\_\_ (SEAL)

Countersigned:

BY: \_\_\_\_\_

Attorney-in-fact,

State of \_\_\_\_\_



COMMONWEALTH OF PENNSYLVANIA  
PUBLIC WORKS EMPLOYMENT VERIFICATION FORM

Date \_\_\_\_\_

Business or Organization Name (Employer) \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Contractor  Subcontractor (check one)

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

**NOTICE OF AWARD**

To: \_\_\_\_\_

The Clinton County Commissioners have considered the bid submitted by you for the Pavilion – 2 Piper Way project, to be lowest responsive and responsible bid.

You are hereby notified that your BID has been accepted for the project in the amount of \$\_\_\_\_\_

You are required by the Information for Bidders to execute the Contract Agreement and furnish the forms required and Certificate of Insurance as detailed in the Project Manual within ten (10) calendar days from the date of this Notice.

If you fail to execute said Agreement and to furnish said documents within ten (10) days from the date of this Notice, the Commissioners will be entitled to consider all your rights arising out of their acceptance of your Bid as abandoned and as a forfeiture of your Bid. The Commissioners will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Owner.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

CLINTON COUNTY COMMISSIONERS:

\_\_\_\_\_  
Robert B. Smeltz, Jr., Chairman    Jeffrey A. Snyder, Vice Chairman    Paul W. Conklin, Commissioner

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE OF AWARD is hereby acknowledged

By \_\_\_\_\_

Title \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

## NOTICE TO PROCEED

Clinton County Commissioners  
Pavilion – 2 Piper Way Project

Today's Date: \_\_\_\_\_

Dear \_\_\_\_\_:

Please consider this your official Notice to Proceed on the project named above. You are hereby authorized to proceed with construction as of \_\_\_\_\_(start date). Contract time will begin to be counted on this day. The Work shall be completed within 60 days of today's date, as specified in the contract documents.

Please ensure that all submittals required by the Contract Documents have been received and reviewed by the Project Manager prior to ordering any related materials or completing any related work. Work cannot begin until all applicable submittals have been reviewed, which means that contract time will be counted but no work will be allowed.

The County has appointed me, Gregory Smith as the Project Manager and I will be your single point of contact. If you have any questions, please contact me at 570-893-4080, extension 3.

Sincerely,

---

Gregory Smith, Project Manager

Clinton County Planning Office