

AMITY TOWNSHIP
RESOLUTION NO. 17-17

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TOWNSHIP OF AMITY, BERKS COUNTY, PENNSYLVANIA AUTHORIZING THE EXECUTION OF THE LEAF CREEK INTERCEPTOR AGREEMENT BETWEEN THE TOWNSHIP AND ALMEIDA & HUDAK CONTRACTORS, LLC

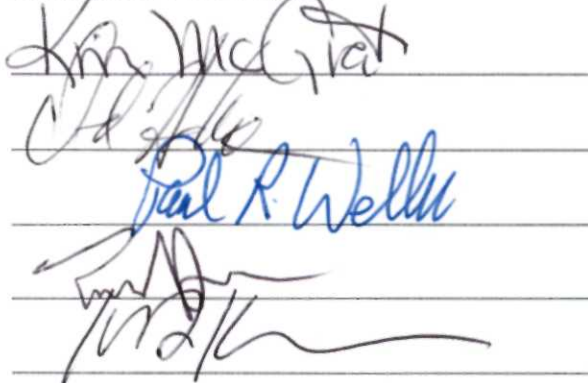
WHEREAS, the Township of Amity ("Amity") has agreed to enter into an Agreement with Almeida & Hudak Contractors, LLC ("Contractor"); and

WHEREAS, the Agreement requires a Resolution adopted by the Amity Township Board of Supervisors authorizing the execution of the Agreement by the appropriate officers of the Board of Supervisors.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Supervisors of the Township of Amity, Berks County, Pennsylvania, that:

1. The appropriate officers of the Township are hereby authorized to execute the Agreement attached hereto as Exhibit "A".
2. This Agreement shall become effective upon execution by the Board.

TOWNSHIP OF AMITY

The image shows four horizontal lines representing signature lines. The first line has a handwritten signature in black ink. The second line has a handwritten signature in blue ink. The third line has a handwritten signature in blue ink. The fourth line has a handwritten signature in black ink.

I certify that this is a true and correct copy of a Resolution adopted by the Board of Supervisors of the Township of Amity, Berks County, Pennsylvania on December 6, 2017

Attest: 
Secretary

AGREEMENT

THIS AGREEMENT is dated as of the 10th day of December in the year 2017 by and between AMITY TOWNSHIP (hereinafter called OWNER) and ALMEIDA & HUDAK CONTRACTORS, LLC (hereinafter called CONTRACTOR.)

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

Article 1. WORK.

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. This is generally described as follows:

- A. Required Work for the sewer interceptor involving the installation of approximately 6,000 linear feet of eighteen inch SDR-26 (PS 115) PVC, manholes, and paving restoration as shown on the drawings and described in the Contract Specifications.

Contract Name: Contract 17-1, Leaf Creek Interceptor

Article 2. ENGINEER.

The Project has been developed by: Ebert Engineering, Inc.
P.O. Box 540
4092 Skippack Pike, Suite 202
Skippack, PA 19474

who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIMES.

- 3.1 The Contract duration will 180 days beginning from Notice to Proceed through Substantial Completion.

Article 4. CONTRACT PRICE.

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the following amount:

- 4.1 The sum of the established lump sum bid price for each separately identified item of Work times the estimated percentage of completion for that item as indicated in the attached Bid Form.

As provided in the General Conditions and Bid Form, the estimated quantities are not guaranteed, and it was the responsibility of the CONTRACTOR to determination actual quantities for his bid.

Article 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with the General Conditions. Applications for Payment will be processed by ENGINEER as provided.

5.1 Progress Payments; Retainage. OWNER shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by ENGINEER, on or about the 30th day of each month during construction as provided. All such payments will be measured by the schedule of values established in the Bid Form.

5.1.1 Progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.2 C or 14.4 D of the General Conditions.

- 90% of Work completed. (With the balance being retainage).

5.1.2 Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 90% of the Contract Price (with the balance being retainage), less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.5 of the General Conditions.

5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with paragraph 14.7 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.8 and 14.9.

Article 6. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

6.1 CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents including "technical data".

6.2 CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

6.3 CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

6.4 CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing

of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data beyond that specified in these Contract Documents are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

- 6.5 CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.
- 6.6 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- 6.7 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 7. CONTRACT DOCUMENTS.

The Contract Documents, which comprise the entire agreement between OWNER and CONTRACTOR CONCERNING the Work, consist of the following:

- 7.1 This Agreement
- 7.2 Bid Form
- 7.3 Construction Performance, Payment and Maintenance Bonds and Insurance Certificate(s)
- 7.4 General Conditions
- 7.5 Summary of Work
- 7.6 Instruction to Bidders
- 7.7 Technical Specifications
- 7.8 Non-Collusion Affidavit
- 7.9 Contract Drawings

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be amended, modified or supplemented as provided in Paragraph 3.03 of the General Conditions.

Article 8. MISCELLANEOUS.

- 8.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.
- 8.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment non assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 8.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representative to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.
- 8.4 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intentions of the stricken provision.
- 8.5 Liquidated Damages. The work is to be completed within the time specified in Article 3, unless specific extensions are agreed in writing by the Township and the Bidder. If this schedule is not met, the Bidder shall pay \$500.00/day to the Township in reparation. This payment shall be considered as liquidated damages, and not a penalty.
- 8.6 In accordance with the Steel Products procurement Act, Act No.3 of 1978, as amended, 73 P.S. § 1881, et sec., if any steel products are to be used or supplied in the performance of the Work, only those produced in the United States as defined in the Act shall be used or supplied in the performance of the Work, including any subcontracts. In accordance with Act 161 of 1982, cast iron products shall be considered steel products governed by the Steel Products Procurement Act, and all cast iron products shall be produced in the United States. In accordance with Act 141 of 1984, steel products is defined to include machinery and equipment, and machinery and equipment which is governed by the Steel Products procurement Act shall be supplied in accordance with the requirements of such Act.

IN WITNESS WHEREOF, OWNER AND CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER.

HOLD HARMLESS CLAUSE

AMITY TOWNSHIP, BERKS COUNTY

ALMEIDA+HUDAK CONTRACTORS, LLC (Name of Contractor) agrees to indemnify and hold harmless the Township, its agents, employees, Engineer or any other person against loss or expense, including attorney's fees, by reason of the liability imposed by law upon the Township, except in cases of the Township's sole negligence, for damage because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons, or on account of damage to property arising out of or in consequence of this Agreement, whether such injuries to persons or damage to property are due or claim to be due to any passive negligence of the Township, its employees or agents or any other person. It is further understood and agreed that the Contractor shall, at the option of the Township, defend the AMITY TOWNSHIP with appropriate counsel and shall further bear all costs and expenses, including the expense of counsel, in the defense of any suite arising hereunder.

NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

During the term of this Contract, the Contractor agrees as follows:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the Contract or any Subcontract, the Contractor, Subcontractor, or any person acting on behalf of the Contractor or Subcontractor shall not, by reason of gender, race, creed, or color, discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
2. Neither the Contractor nor any Subcontractor nor any person or their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the Contract on account of gender, race, creed, or color.
3. Contractors and Subcontractors shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
4. Contractors shall not discriminate by reason of gender, race, creed, or color against any Subcontractor or supplier who is qualified to perform the work to which the Contracts relates.
5. The Contractor and each Subcontractor shall furnish all necessary employment documents and records to and permit access to their books, records, and accounts by the contracting agency and the Bureau of Contract Administration and Business Development, for purposes of investigation, to ascertain compliance with provisions of this Nondiscrimination/Sexual Harassment Clause. If the Contractor or any Subcontractor does not possess documents or records reflecting the necessary information requested, the Contractor or Subcontractor shall furnish such information on reporting forms supplied by the contracting agency or the Bureau of Contract Administration and Business Development.
6. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every Subcontract so that such provisions will be binding upon each Subcontractor.

OWNER AMITY TOWNSHIP

CONTRACTOR ALMEIDA-HUDAK CONTRACTORS, LLC

Berks County, PA

By: Kim McGraw

(CORPORATE SEAL)

Attest Pamela Kesel

Address for giving notices

2004 Weavertown Rd
Douglaville PA 19518

(If OWNER is a public body,
attach evidence of Township
to sign and resolution or other
documents authorizing execution
of Agreement.)

By: [Signature]

STEPHEN H. HUDAK MEMBER/PRES.
(CORPORATE SEAL)

Attest Kim Bradley

Address for giving notices

3138 BUTLER PIKE
PLYMOUTH MEETING PA 19402

License No. _____



END OF DOCUMENT