

COUNTY OF CARBON

INVITATION TO BID

FOR

**GUARD/PARKING BOOTH LOCATED AT THE
CARBON COUNTY PARKING LOT
JIM THORPE, PA**

Submittal Deadline:

10:30 A.M., Thursday, April 7, 2022

Via: PennBid (www.pennbid.net)

County's Point of Contact:

Rhonda Wenrich, Purchasing Manager

Phone: (570) 325-8988

LEGAL AD

**Invitation to Bid
ONLINE ONLY
Guard/Parking Booth
Located at the Carbon County Parking Lot**

The County of Carbon will receive public bids via the PennBid Program until 10:30am, prevailing time, at which time bids will be opened with results displayed publicly on PennBid. No hardcopy or hand delivered submissions will be accepted.

The project known as “Guard/Parking Booth” is a project to build and deliver a Guard/Parking Booth to the Carbon County parking lot located near the train station/across from the Carbon County Administration Building located in Jim Thorpe, Pennsylvania.

Complete contract documents for the described project are available at no cost via the PennBid program (www.pennbid.net) beginning Tuesday, March 8, 2022.

Bids will be opened at the Commissioners Meeting held on Thursday, April 7, 2022 at 10:30AM prevailing time via the PennBid Program.

The award will be made, usually within thirty (30) days, to the lowest responsible and responsive bidder submitting a bid in the conformity with the specification. However, the County reserves the right to reject any or all bids.

CARBON COUNTY BOARD OF COMMISSIONERS

Rhonda Wenrich
Purchasing Manager

**COUNTY OF CARBON
GENERAL INSTRUCTIONS**

1. All bidders must be prepared to present suitable evidence of similar work recently completed or goods supplied.
2. No verbal instruction or verbal information to bidders will be binding on the County. The written instructions will be considered clear and complete unless written attention is called to any apparent discrepancies or incompleteness before the opening of the bids. Should any alterations to the bid specifications be deemed necessary by the Purchasing Department, these alterations will be made in the form of written addenda, which will be issued to only those persons whose name and address are on record as having obtained Bid Documents.
3. Submission of a bid will be considered as conclusive evidence of the Bidder's complete examination and understanding of the specifications.
4. Bid Proposal Sheet/Signature Page is provided as part of the Specifications. This form must be used in submitting a bid - all pages of the form must be completely filled out and signed by the Bidder.
5. Each bid must be submitted via the PennBid Program. The project name is **"GUARD/PARKING BOOTH"**.
6. No bid may be withdrawn later than 10:00 A.M. on the day of the bid opening. By submitting a bid, bidder agrees that the bid will remain open and active until a contract is signed by the successful bidder or until rejected by the County.
7. In the event that a bid contains calculation errors, the lower of the total bid amount or of the unit price shall prevail.
8. The County reserves the right to reject any or all bids, or parts thereof as deemed to be in the best interest of the County.
9. The General Instructions, Specifications and the Proposal/Signature page constitute the bid packet. By submitting a bid, the Bidder is deemed to have accepted all of the terms and conditions set forth in the bid packet documents. All work required shall be performed in a good and workmanlike manner and in accordance with the specifications. All materials/products provided shall be of a good quality and in accordance with the specifications.
10. No bids will be accepted unless submitted via the PennBid program. Bids will be opened at the Commissioner's Meeting.

AWARD OF CONTRACT

11. The award will be made, usually within thirty (30) days to the lowest responsible and responsive bidder submitting a bid in conformity with the specifications. However, the County

reserves the right to reject any or all bids.

12. The County may waive and/or allow bidder to rectify or remedy any irregularities, defects, and/or informalities in the bid at the sole option of the County.

FORM OF CONTRACT

13. In the event the successful bidder fails or refused to execute a formal written contract with the County of Carbon in form and content acceptable to the County within fourteen (14) days after notice of acceptance of his bid, the letter of acceptance of his bid may be revoked, and all obligations of the County in connection with the bid may be canceled.

EXTRAS

14. No extras or additional work will be allowed or paid for unless such extras or additional work are/is ordered in writing by the Carbon County Board of Commissioners and with the price and service established and agreed upon before such extras are delivered or work is performed.

ADDITIONS OR DEDUCTIONS

15. The County shall have the right, without invalidating the contract, to make additions to or deductions from the items or work covered by the specifications. In the event such deductions or additions are made, an equitable price adjustment shall be made between the County and the Bidder. Any such adjustments in price shall be made in writing.

PROTECTION BY BIDDER

16. The Bidder agrees to indemnify and save harmless the County of Carbon, its representatives, employees and agents, from all claims, demands, actions, suits and liabilities arising from the Bidder's own fault or negligence or through the negligence or fault of the manufacturer or goods supplied by the Bidder. This obligation shall extend to and include, all litigation costs and reasonable attorney fees incurred by the County in response to such claims, demands, actions or liabilities, provided it is ultimately determined that such claims result from the Bidder's or manufacturer's fault or negligence.
17. The Bidder shall indemnify, defend and hold harmless the County and all of its employees, officials, representatives, and agents, from and against all claims, damages, losses, liabilities, cause of actions, settlements, costs, and expenses, including but not limited to attorney fees and professional fees, arising out of or resulting from the performance of work under this agreement, and from the negligent acts or omissions of the Bidder or its employees and agents and from any claims arising from the Workers or Workmen's Compensation Act. This includes any such claims, damage, loss, liability, cause of action, settlement, costs, and expenses, including but not limited to attorney fees and professional fees, attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, caused in whole or in part by any act or omission of the Bidder or anyone directly or indirectly employed by it or anyone for whose acts it may be liable, regardless of whether it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate or abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph. In any and all claims against the County, or any of its employees, officials, representatives or

agents, by an employee of the Bidder, anyone directly or indirectly employed by it, or anyone for whose acts it may be liable, the indemnification obligation under this Paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Bidder under the Workers or Workmen's Compensation Act, disability benefits acts, or other employees benefits acts.

18. The Bidder shall not assign or otherwise transfer any of its responsibilities or obligations under the contract to any other person or entity without prior written approval of the County.

BRAND NAME(S)

19. Bidders will note that where specifications indicate a specific brand name, that specification is used to indicate a minimum level of quality that will be accepted. This specification shall mean that products of equal or better may be substituted, subject to approval and acceptance by the County as the sole judge of "or equal" status, unless specifically noted that "No Substitutions" may be made.

DISPOSAL OF MATERIAL, SUPPLIES, ETC., NOT APPROVED

20. In the event that materials, supplies, etc. are delivered which do not comply with specifications and have not been approved by the Purchasing Department, the Bidder, upon notification, shall immediately remove from the premise any such materials, supplies, etc. and replace them with materials, supplies, etc. in full compliance with the specifications.

PAYMENTS

21. Payments shall be made to the Bidder within thirty (30) days of receipt of undisputed invoice after inspection by and acceptance of the material, goods and/or work by the authorized representative of the County and approval of the invoice by the ordering department.

EXEMPTION FROM FEDERAL EXCISE AND PENNSYLVANIA SALES TAX

22. The County of Carbon is exempt from Federal Excise Taxes and Pennsylvania Sales Taxes as a political subdivision of the Commonwealth of Pennsylvania. Net prices as shown in the Proposal and Net Invoices shall exclude such Federal and State taxes.

23. This provision shall not apply to construction, repair and/or maintenance contracts where Bidder purchases supplies, materials and/or equipment and includes costs thereof in computation of bid or proposal.

PRIORITY OF TERMS

24. It shall be understood that in all cases the terms and conditions as detailed in the Specification shall supersede terms and conditions as detailed in the General Instructions.

PUBLIC INFORMATION

25. After bids are opened, all bid results shall be considered public information and as such available for public review.
26. Bids may be reviewed in the Commissioners' Office following award of contract.

LOSS OF FUNDING

27. The Bidder shall not assess any termination charges against the County for termination due to non-appropriation of funds.
28. The County's obligations are contingent upon appropriation of funds for the contract purpose. The Contract may be terminated by the County as follows:
 - A) Within 30 days in writing.
 - B) For contractor non-performance or inadequate performance.
 - C) For non-availability of funds, County, State and or Federal.
29. The County will pay for work currently in progress. Bidder shall not begin any additional work on effected contract upon receipt of notification of intent to terminate by the County.

INSURANCE REQUIREMENTS

30. If this Agreement is for services, then the Provider shall maintain the following levels of insurance during the term of this Agreement:
 - A. Worker's Compensation and Employer's Liability Insurance as required by Pennsylvania law.
 - B. Commercial General Liability Insurance in the minimum amount of \$1,000,000 per occurrence for bodily injury including death and property damage, \$2,000,000 in the aggregate.
 - C. Automobile - Liability insurance in the minimum amount of \$500,000 per person, \$1,000,000 per accident for bodily injury and property damage insurance in the minimum amount of \$500,000 per accident.
 - D. Professional Liability Insurance in the minimum amount of \$1,000,000, if applicable. The Provider shall provide written proof of the above insurance to the County. The County shall be named as additional insured on the Provider's liability insurance policies.
31. It is understood and agreed by the Bidder that prior to the commencement of any work under this proposal the Bidder shall supply to the County written proof the Bidder has worker's compensation insurance coverage to cover employees doing the work for the County and the Bidder will provide thereafter maintain Comprehensive General Liability Insurance in the amount of at least \$2,000,000 Bodily Injury and Property Damage. The certificate must list "Carbon County" as an additional insured and state that coverage shall be primary and non-contributory.
32. The Bidder shall notify the County within 48 hours of any change or modification of insurance

coverage. Additionally, the Bidder shall hold the County harmless for any acts of the Company and its employees.

33. The Bidder shall at all times maintain and keep in force at its expense such casualty, liability, property damage, Bidder's contingent liability insurance, and workmen's compensation and employer's liability insurance as will protect Bidder from any and all of the foregoing risks and from any and all claims under workmen's compensation and other employees benefit laws.

LIABILITY FOR LOSS OR DAMAGE

34. The Bidder shall at all times indemnify and save harmless the County and agents and employees of the County, from and against any and all claims and demands whatsoever, including costs, litigation expenses, counsel fees, and liabilities incurred in connection therewith, arising out of injury to, or death of any person, or damage to property of any kind by whomsoever owned, caused in whole or in part by the acts or omissions of Bidder, any of Bidder's subcontractors, Bidder's material men, or any other person directly employed by any of them, while engaged in the performance of this Contract or any activity associated with this Contract. Bidder shall further indemnify the County against any such claims whether or not such claims arise out of allegedly negligent instruction or directions given or purportedly given by any of the County's representatives with respect to the performance of the work or any aspect thereof.

COMPLIANCE WITH APPLICABLE LAW

35. Bidder shall comply with the provisions of any and all applicable state, federal and local laws as may be now or hereafter in force. Bidder accepts exclusive liability for and shall indemnify and hold the County harmless with respect to compliance with laws and payments for work performed and for materials supplied and installed.
36. **Licenses; Compliance with Applicable Laws.** Bidder shall procure all permits, licenses, and other documents issued by governmental entities or administrative bodies necessary for initiating or carrying out the work. Bidder shall comply with all regulations, ordinances, directives, and laws in force and bearing on the conduct of the work, and materials supplied and/or installed.
37. **Compliance with County Code.** All bids shall comply with the County code. Further, all bids shall comply with 16 P.S. Section 1802 (j) where applicable.

WAGES AND SALARIES

38. Attention of Bidders is particularly called to the requirement concerning the payment of not less than the prevailing wage and salary rates specified in the Contract Documents and conditions of employment with respect to certain categories and classifications of employees.

The rates of pay set forth are the minimum to be paid during the life to the Contract. It is therefore the responsibility of Bidders to inform themselves as to local labor conditions, such as the length of work day and work week, overtime compensation, health and welfare contributions, labor supply and prospective changes or adjustments of rates.

It shall be the sole responsibility of the bidder to determine prevailing wage figures in the computation of its bid. The county shall not bear any liability for any inaccurate prevailing wage figures in the bid.

Certified Payroll documents must accompany any and all invoices.

COUNTY OF CARBON

GUARD/PARKING BOOTH LOCATED AT THE CARBON COUNTY PARKING LOT

SCOPE OF WORK

1. INTENT AND OVERVIEW

The purpose of the proposal is to obtain pricing for a guard/parking booth which will be located in the Carbon County parking lot located across from 2 Hazard Square, Jim Thorpe, PA, 18229.

2. DESIGN

The building size needs to be 10 feet long by 8 feet wide with a ceiling height of at least 7 feet 5 inches

Insulation – Walls should be R-10, Ceiling R-12

Roof - standing seam with downspouts

Floor – aluminum tread plate floor. Floor should be insulated

Windows – Aluminum Frame with tempered safety glass

Door – Swing out with half glass, lockset, and ADA requirements

Climate Control – Air conditioning and heating

Electric – 100A single phase, 12 circuit load center with main breaker, 115V duplex outlet, 230V 20A single outlet, Wall switch, 2' LED wraparound light fixture

Miscellaneous Accessories – 22” deep painted steel shelf, painted steel storage drawer with lock, plywood backed wall

Design must show the location of the opening in the floor for the County to hook up the electrical lines and prepare cement pad

3. DELIVERY

Unit needs to be delivered to the Carbon County Parking Lot located in Jim Thorpe, PA

Bid must include the cost of off-loading the unit and placing it on a cement pad

Coordination with County Maintenance Department is required in order for the unit to be placed on a cement pad which will be installed by the County prior to delivery of the unit

FORM OF PROPOSAL

The undersigned offers, subject to the terms and conditions of the annexed general specifications and requirements, to deliver and erect a guard/parking booth for the County of Carbon in the state of Pennsylvania, (F.O.B., the Courthouse, Jim Thorpe, Pennsylvania), in said County as specified for the sum or price of \$_____ Dollars and agrees if its proposal is accepted, to abide by and conform to and in all respects comply with the annexed general specifications and requirements.

Proposer acknowledges receipt of the following Addenda (if applicable):

_____ # _____ # _____ # _____

(Signature)

(Company Name)

(Name Printed)

(Address)

(Title)

(Address)

(Phone)

(E-Mail)

Only proposals signed by Principal of Company or Authorized Agent will be accepted.

NONDISCRIMINATION CLAUSE

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

1. Contractor shall not discriminate against any employee, applicant for employment, independent contractor, or any other person because of race, color, religious creed, handicap, ancestry, national origin, age or sex. Contractor shall take affirmative action to ensure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, handicap, ancestry, national origin, age or sex. Such affirmative action shall include, but is not limited to: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. Contractor shall post in conspicuous places, available to employees, agents, applicants for employment, and other persons, a notice to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.
2. Contractor shall, in advertisements or requests for employment placed by it or on its behalf; state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, handicap, ancestry, national origin, age or sex.
3. Contractor shall send each labor union or worker's representative with which it has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or workers representative of its commitment to this nondiscrimination clause. Similar notice shall be sent to every other source or recruitment regularly utilized by Contractor.
4. It shall be no defense to a finding of noncompliance with this nondiscrimination clause that Contractor had delegated some of its employment practices to any union, training program, or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the Contract was not on notice of the third-party discrimination or made a good faith effort to correct it; such factor shall be considered in mitigation in determining appropriate sanctions.
5. Where the practices of a union or any training program or other source of recruitment will result in the exclusion of minority group persons, so that Contractor will be unable to meet its obligation under this nondiscrimination clause, Contractor shall then employ and fill vacancies through other nondiscriminatory employment procedures.
6. Contractor shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of Contractor's noncompliance with the nondiscrimination clause of this contract or with any such laws, this contract may be terminated or suspended, in whole or in part, and Contractor may be declared temporarily ineligible for further Commonwealth contracts, and other sanctions may be imposed and remedies invoked.
7. Contractor shall furnish all necessary employment documents and records to, and permit access to its books, records, and accounts by the contracting agency for purposes of investigation to ascertain compliance with the provisions of this clause. If Contractor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on

reporting forms supplied by the contracting agency.

8. Contractor shall actively recruit minority and women subcontractors or subcontractors with substantial minority representation among their employees.

9. Contractor shall include the provisions of this nondiscrimination clause in every subcontract, so that such provisions will be binding upon each Subcontractor.

10. Contractor obligations under this clause are limited to the Contractor's facilities within Pennsylvania or, where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania Antirigging Act, 73 P.S. 1611 et seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.

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

3. Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of the bid.

4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.

5. The term complementary bid as used in the Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.

6. FAILURE TO FILE AN AFFIDAVIT IN COMPLIANCE WITH THESE INSTRUCTIONS WILL RESULT IN DISQUALIFICATION OF THE BID.

NON-COLLUSION AFFIDAVIT

State of _____ : Contract/Bid No. _____

:s.s.

County of _____ :

I state that I am _____ of _____
(Title) (Name of my 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 contractor, bidder or potential bidder.

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

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

(5) _____, its affiliates, subsidiaries, officers,
(Name of my firm)

directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that _____ understands and acknowledges
(Name of my firm)

that the above representations are material and important, and will be relied on by the County of Carbon 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 Carbon of the true facts relating to the submission of bids for this contract.

(Name and Company Position)

SWORN TO AND SUBSCRIBED

BEFORE ME THIS _____ DAY
OF _____, _____

Notary Public

My Commission Expires _____

HOLD HARMLESS AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that _____
(Contractor)

hereinafter called CONTRACTOR has entered into a Contract with the COUNTY OF CARBON, dated _____ for Contract known as

(Title of Contract)

NOW, THEREFORE, in consideration of the award of said Contract to the CONTRACTOR, as well as other good and valuable consideration, CONTRACTOR, intending to be legally bound hereby, agrees to indemnify and save harmless the COUNTY and the ENGINEER from and against all claims, damages, losses and expenses (including attorney's fees) arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury or destruction of property (real or personal) including loss of use resulting therefrom and (b) is also caused in whole or in part by any act or omission of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed or controlled by any one of them regardless of whether or not said claim, damage, loss or expense is caused in part by COUNTY or ENGINEER.

The Obligations of the CONTRACTOR to ENGINEER under paragraph, shall not extend to the liability of the ENGINEER, its agents or employees arising out of (a) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (b) the giving of or the failure to give directions or instructions by ENGINEER, its agents or employees provided that such giving or failure to give is the primary cause of injury or damage.

In any and all claims against COUNTY or ENGINEER, or any of their agents or employees by any employee of the CONTRACTOR or any subcontractor or anyone directly or indirectly employed by any of them or any one for whose acts any one or more of them may be liable, the indemnification obligation of the CONTRACTOR hereunder shall not be limited in any way by any limits on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any subcontractor under the Workman's Compensation Act, or any disability benefit acts or any other employee benefit act of the Commonwealth of Pennsylvania or any other state.

Attest:

Seal

(Contractor)

Date: _____

By: _____

AFFIDAVIT RE

ACCEPTING PROVISIONS OF THE WORKMEN'S COMPENSATION ACT

State of _____

County of _____

The undersigned on behalf of the firm being duly sworn according to law deposes and says he/she has accepted the provisions of the Workmen's Compensation Act of 1915 of the Commonwealth of Pennsylvania, with its supplements and amendments, and has insured his/her liability thereunder in accordance with the terms of said Act with

(Surety Company)

(Contractor)

By: _____

Sworn to the subscribed before me this _____
day of _____, 2020.

Notary Public

My Commission Expires:



COMMONWEALTH OF PENNSYLVANIA

PUBLIC WORKS EMPLOYMENT VERIFICATION FORM

Date: _____

Business or Organization Name (Employer) _____

Address _____

City _____ State _____ Zip Code _____

Contractor Sub-Contractor (check one)

Contracting Public Body _____

Contract Name/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 _____

Title _____

The Commonwealth of Pennsylvania enacted Act 127 of 2012, known as the Public Works Employment Verification Act ('The Act') which requires all public work contractors and subcontractors to utilize the Federal Government's E-Verify system to ensure that all employees performing work on public work projects are authorized to work in the United States.

The Department defines a "Public Work" to be construction, reconstruction, demolition, alteration and/or repair work other than maintenance work, done under contract and paid for in whole or in part out of the funds of a public body where the estimated cost of the total project is in excess of twenty-five thousand dollars (\$25,000) but shall not include work performed under a rehabilitation or manpower training program.

The Department of General Services' Public Works Employment Verification Compliance Program is responsible for the administration, education and enforcement of the Public Works Employment Verification Act 127 of 2012. It provides contractors and subcontractors with educational outreach, conducts investigations when complaints are received and random audits to ensure compliance with the requirements of this Act.

Please direct your questions to the Public Works Employment Verification Compliance Office

Mail: Department of General Services Public Works
Employment Verification Compliance Office
Room 105 Tent Building
18th & Herr Sts.
Harrisburg, Pa. 17125

Fax: (717) 214-3669

Statement of Policy as published in the Pennsylvania Bulletin, December 29, 2012 and effective January 1, 2013.

Public Works Employment Verification Form

CONTRACT

Articles of Agreement made this ___ day of _____, 2022 between _____, a business corporation having a principal office at _____ (hereinafter called the CONTRACTOR), and the County of Carbon, a Pennsylvania County of the sixth class, having its principal offices at 2 Hazard Square, Jim Thorpe, Pennsylvania 18229 (hereinafter called the COUNTY),

WITNESSETH:

That the CONTRACTOR for and in consideration of the covenants, promises, agreements and payments hereinafter set forth, hereby agrees with the COUNTY to deliver and erect and deliver to the COUNTY a guard/parking booth for the Carbon County Parking Lot as per CONTRACTOR’S bid dated _____. The term of this Agreement shall commence on (date) in accordance with the annexed proposal and bid specifications.

That the COUNTY, for and in consideration of the covenants, promises and agreements herein contained on the part of the CONTRACTOR, covenants, promises and agrees to and with the CONTRACTOR to pay the CONTRACTOR undisputed amounts as stated above, after the CONTRACTOR has properly completed its performance in a good and workmanlike manner and in accordance with the specifications and bid, within thirty (30) days of receipt and approval of invoice.

This Agreement contains the entire understanding between the parties and supersedes all prior Agreements and understandings relating to the subject matter hereof.

No provision of this Agreement may be amended or waived unless such amendment or waiver is agreed to in writing and signed by the parties.

Each provision of this Agreement shall be considered severable such that if any one provision or clause conflicts with existing or future applicable law, or may not be given full effect

because of such law, this shall not affect any other provision which can be given effect without the conflicting provision or clause.

The failure of a party to enforce the provisions of this Agreement shall not be construed as a waiver of any provision or the right of such party thereafter to enforce each and every provision of this Agreement.

The rule of construction that ambiguities in an agreement are to be construed against the drafter shall not be invoked or applied in any dispute regarding the meaning or interpretation of any provision of this Agreement.

This Agreement may be signed in any number of counterparts, each of which shall be deemed to be an original.

This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. Venue for any disputes involving this Contract shall be in the Court of Common Pleas of Carbon County, Pennsylvania, and shall be heard by a judge, and the parties waive their right to trial by jury.

IN WITNESS WHEREOF, the said parties have hereunto caused their common or corporate seals to be affixed hereto and to be witnessed or duly attested by their proper officers, the day and year first above written.

(Company Name)

ATTEST OR WITNESS:

BY:

(Signature)

(Name Printed)

(Title)

COUNTY OF CARBON

COUNTY COMMISSIONERS

(Date of Board Approval)

ATTEST: _____ (SEAL)
CHIEF CLERK/COUNTY ADMINISTRATOR

APPROVED AS TO LEGALITY AND FORM:

COUNTY SOLICITOR