

COUNTY OF CARBON
REQUEST FOR PROPOSAL
FOR
CARBON COUNTY AUCTION

Written Inquiry Period Deadline:

3:30 P.M. Friday, October 1, 2021

E-mail to Rhonda Wenrich, Purchasing Manager

rwenrich@carboncounty.net

Submittal Deadline:

3:30 P.M. Friday, October 8, 2021

To: Carbon County Chief Clerk

Eloise Ahner

Courthouse Administration Building, 3rd Floor

2 Hazard Square

P.O. Box 129

Jim Thorpe, Pa. 18229

**Your Proposal Must Include (1) original
& (2) copies of:**

Proposer Qualifications Form, page 7

Form of Proposal, page 8

County's Point of Contact:

Rhonda Wenrich, Purchasing Manager

Ph: (570) 325-8988

COUNTY OF CARBON
REQUEST FOR PROPOSAL
CARBON COUNTY AUCTION

1. INTRODUCTION

The County of Carbon (hereinafter referred to as “County”) is requesting proposals from qualified auctioneers (hereinafter referred to as “Proposer”) to provide professional auction services in accordance with the requirements outlined in this Request for Proposal (RFP). All interested parties shall submit a Proposal on the forms provided herein.

2. SELECTION PROCESS

All proposals received by the specified deadline will be reviewed by the County for responsiveness, understanding of the work, proposed project approach, detailed scope of work, project team experience and qualifications, proposed fee, and references. The County expects to award the contract within thirty (30) days of the specified deadline.

3. RIGHT TO REJECT

This RFP does not obligate the County to award a contract, to pay any costs incurred in preparation of a proposal/quote, or to procure or contract for any services.

The County reserves the right to cancel in part or in its entirety this RFP; to accept or to reject any or all proposals submitted; or to request additional information from, or to negotiate with any or all Proposers. All proposals and materials submitted will become the property of the County and will not be deemed confidential.

4. INQUIRY PERIOD

Questions must be submitted by e-mail to the Purchasing Manager, Rhonda Wenrich at RWenrich@carboncounty.net. Deadline for question submittal is 3:30 p.m. on Friday, October 1, 2021. Response will be provided by e-mail to all Proposers in the form of written addendum. Any inquiries received after the deadline will not be answered.

5. PROPOSAL SUBMITTAL

Each proposal must be enclosed in a sealed envelope, clearly marked on the outside with the Proposer’s name, address and the words “**Carbon County Auction RFP**” delivered to the Commissioners’ Office. **(1) original and (2) copies are required**. The deadline for submittal is 3:30 p.m., Friday, October 8, 2021 to:

Carbon County Chief Clerk Eloise Ahner
Courthouse Administration Building, 3rd Floor
2 Hazard Square
P.O. Box 129
Jim Thorpe, PA 18229

Proposals received after the deadline will be returned unopened.

6. CONTRACT AMOUNT

The lump sum contract amount will constitute the entire cost for the auction services as set forth herein. By signing the Form of Proposal, Proposer is acknowledging that County will not be billed any additional costs such as travel, labor, supplies etc.

The lump sum contract amount will include any labor costs along with any costs associated with rental of tents and/or porta potty.

7. CONTRACT AWARD

The County approves all agreements and contracts at public meetings. All agreements and contracts are public information to the extent required by the Right to Know Act.

8. CONTRACT TERM

Following contract award, a plan of action will be developed by the successful Proposer to be given to the County.

9. EXEMPTION FROM FEDERAL EXCISE AND PENNSYLVANIA SALES TAX

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.

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

10. COLLUSION

Each Proposer submitting a Bid to the COUNTY for any portion of the work contemplated by the documents on which bidding is based shall execute and attach thereto, an affidavit substantially in the form herein provided, to the effect that he/she has not entered into a collusive agreement with any other person, firm, or corporation in regard to any Bid submitted.

Before executing any sub-contract, the successful Proposer shall submit the name of any proposed sub-contractor for prior approval and an affidavit substantially in the form provided and mentioned above.

11. INSURANCE

Insurance requirements are as follows:

Worker's Compensation and Employer's Liability Insurance as required by Pennsylvania law.

Commercial General Liability Insurance in the minimum amount of at least \$1,000,000 per occurrence for bodily injury including death and property damage, \$2,000,000 in the aggregate.

The provider/vendor shall provide written proof of the above insurance prior to the commencement of services. The County Shall be named as additional insured on the vendor's commercial general liability insurance and said coverage provided shall be primary and non-contributory.

12. EQUAL EMPLOYMENT OPPORTUNITY

Attention of Bidders is particularly called to the requirement for ensuring that employees and applicants for employment are not discriminated against because of their race, sex, color, national origin, or religion. Each Bidder must submit a completed "Certification of Bidder Regarding Equal Employment Opportunity."

13. HOLD HARMLESS

The Proposer 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 Proposer's own fault or negligence or through the negligence or fault of the manufacturer or goods supplied by the Proposer. This obligation shall extend to and include, all litigation costs and reasonable attorney fees incurred by the County in the response to such claims, demands, actions or liabilities, provided it is ultimately determined that such claims result from the Proposer's or manufacturer's fault or negligence.

The Proposer 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 Proposer 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 there from, caused in whole or in part by any act or omission of the Proposer or anyone directly or indirectly employed by it or anyone for whose acts it may be liable, regardless of whether it 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.

The Proposer shall execute the Hold Harmless Agreement, attached herein, prior to the start of work.

The Proposer 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 fee, 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 Proposer, any of Proposer's Subcontractor's, Proposer'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. Proposer 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.

14. SUBCONTRACTING

If Proposer intends to subcontract any portion of auction services contained in these specifications, Proposer must complete and include with their proposal the attached subcontractor information sheet.

COUNTY OF CARBON
REQUEST FOR PROPOSAL
CARBON COUNTY AUCTION
SCOPE OF WORK

1. INTENT AND OVERVIEW

The purpose of the proposal is to obtain pricing for an on-site auction for the Government of Carbon County and the 23 municipalities of Carbon County which includes members of the COG (Council of Government). This will be located on Carbon County property in the northern end of the county parking lots inclusive of Parking Zone 1, areas surrounding and inside the county's storage building.

- A. Auction will be held on and of the following Saturday dates:
 - a. Saturday, April 23, 2022
 - b. Saturday, April 30, 2022
 - c. Saturday, May 7, 2022
- B. Auction will be from 7:30am to Noon
- C. Rain date and option to continue auction sales on the Sunday after the set auction date
- D. 23 Municipalities will be included along with Carbon County (there is a potential for 24 lots)

2. ADVERTISING

The Proposer will be responsible for all advertising. Advertising will include newspapers, but not limited to, such as the Times News and Morning Call. Additionally, advertising will include the online service, Auction Zip. The Proposer business website should also have the auction listed.

3. MUNICIPALITY LIST

In addition to the County of Carbon, COG and non-COG members will be contacted to provide items for the auction. The list of County Municipalities is: Banks Township, Beaver Meadows Borough, Bowmanstown Borough, East Penn Township, East Side Borough, Franklin Township, Jim Thorpe Borough, Kidder Township, Lansford Borough, Lausanne Township, Lehigh Township, Lehighon Borough, Lower Towamensing Township, Mahoning Township, Nesquehoning Borough, Packer Township, Palmerton Borough, Parryville Borough, Penn Forest Township, Summit Hill Borough, Towamensing Township, Weatherly Borough, and Weissport Borough. The contact names and phone numbers can be found on the Carbon County website under the County Municipalities.

- A. Each Municipality will be contacted by the Proposer
- B. Each Municipality and the County will have a designated lot number
- C. Proposer will make arrangement with each Municipality for items to be delivered to the County auction location
- D. Proposer will keep each lot separate for the sale
- E. Proposer will set up items from each municipality for the day of the sale

4. PORTA POTTY RENTAL

Proposer is responsible for renting a Porta Potty for the day of the auction.

5. ELECTRICITY

The County has electrical outlets in the pole building which is near the auction set up sight. Proposer is responsible to supply their own electrical cords. Proposer should set up no farther than 150 feet away from the County owned pole building.

6. PAYMENT TO MUNICIPALITIES

Proposer is responsible for paying each municipality for their portion of the sale. Payments to municipalities should be completed within 5 business days from the date of the sale.

- Each COG member will receive 95% of the net sales of their items in the form of a check.
 - The remaining 5% will be sent to COG per an agreement between COG and Carbon County.
- Each non-COG member will receive 92% of the net sales of their items in the form of a check.
 - The remaining 8% will be sent to COG per an agreement between COG and Carbon County.

7. SITE VISIT

Proposer is responsible for scheduling a site visit. The site visit will allow the proposer to be familiar with the auction area and also gain knowledge of the electrical access.

8. PAYMENT BY BIDDERS

Proposer is responsible for obtaining payment from all successful bidders at the auction. If a successful bidder pays via check, the check is to be made payable to the Proposer. If the successful bidder pays via credit card, any fees associated with the credit card payment are the responsibility of the Proposer.

9. REMOVAL OF ITEMS

Proposer is responsible for informing all potential bidders that items must be removed the day of the auction, by 7:00pm on day of sale.

FORM OF PROPOSAL

The undersigned offers, subject to the terms and conditions of the annexed general specifications and requirements, to conduct a public auction for Carbon County COG and the County of Carbon in the state of Pennsylvania, (F.O.B., the Administration Building, Jim Thorpe, Pennsylvania), in said County as specified for the _____ percentage of gross receipts 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 Contractor 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 Antibid-Rigging 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, 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 Streets
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

SUBCONTRACTOR INFORMATION

Vendor Name: _____ Date: _____

Subcontractor #1:

Name: _____

Address: _____

Type of Work Subcontractor will be performing: _____

Percentage of Work Subcontractor will perform: _____

Subcontractor #2:

Name: _____

Address: _____

Type of Work Subcontractor will be performing: _____

Percentage of Work Subcontractor will perform: _____

COUNTY OF CARBON

SERVICE CONTRACT

This contract made as of the day of , 2021 between the COUNTY OF CARBON, a sixth class County organized under the laws of the Commonwealth of Pennsylvania, having its principal office at the Courthouse Annex, 2 Hazard Square, Jim Thorpe, PA 18229 (hereinafter called "County") and , having a mailing address at , (hereinafter called "Contractor").

WITNESSETH:

In consideration of the mutual promise's hereafter set forth and intending to be bound thereby, the parties hereto agree as follows:

ARTICLE I

SECTION (a). Description of the Work. Contractor shall perform the following described work in accordance with the contract General Instructions, Scope of Work and all other documents herein included or referenced for the Design and Implementation of a County Website. Contractor shall, to the satisfaction of County, furnish all services, materials, labor and necessary to undertake and complete in a thoroughly first-class workmanlike manner all of the work indicated in the documents described herein, attached hereto, and made a part of this Contract.

SECTION (b). Contractor's Responsibilities; Definition of "Work". Contractor shall perform all the work in accordance with the Contract Documents. In this Contract, the term "work" shall mean: (1) all the labor, materials, services and other items required by the Contract Documents and to fully comply with the requirements of this Contract; (2) the provision of competent, suitably qualified personnel to perform the work as herein defined, perform as required by the Contract Documents, and at all times maintain good order and discipline on site; (3) all additional work and changes in the work which County orders must be signed in writing by the parties to this agreement; and (4) the doing and performance, to satisfactory completion, of everything else required by this Contract.

SECTION (c). Examination of Contract Documents; Time of the Essence. Contractor represents that it has had an opportunity to examine and has carefully examined the Contract Documents and this Contract, and has a full understanding of the difficulties which may be encountered in performing the work. Contractor shall, regardless of any such conditions relevant to the work, the site or its surroundings, complete the work for the compensation stated in Article III of this Contract (except in the case of change in the work which will be paid for pursuant to approved change orders mutually agreed to by both parties) and assume full and complete responsibility for completion of the work under any such conditions which may exist on site and all risks in connection therewith. In addition, Contractor represents that it is fully qualified and able to do the work in accordance with the terms of this Contract and the Contract Documents within the time specified. All times stated herein or in the Contract Documents are

of the essence.

ARTICLE II

SECTION (a). Term. The term of the Agreement shall commence on (date) and shall terminate on (date).

SECTION (b). Termination Clause.

The COUNTY shall have the right to terminate this Contract on ten (10) days written notice to the CONTRACTOR. If the Contract is terminated by the COUNTY, the CONTRACTOR will be paid for undisputed and verified time or goods furnished by the CONTRACTOR, and for undisputed and verified expenses. In the event of an early termination by the COUNTY, the COUNTY shall be entitled to a pro-rata refund of any amounts paid in advance for services or goods under this Contract.

ARTICLE III

SECTION (a). Contract Price. As per attached form of proposal.

ARTICLE IV

SECTION (a). Compliance with Applicable Law. Contractor shall comply with the provisions of any Social Security or Unemployment Insurance Laws, State or Federal, as may be now or hereafter in force and applying to the work and accept exclusive liability and shall hold County harmless for any contributions or taxes with respect to the work payable under such laws.

SECTION (b). Indemnification of County. Contractor shall at all times indemnify, defend and save harmless County and agents and employees of 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 Contractor or any other person directly employed by Contractor while engaged in the performance of this Contract or any associated with this Contract. Contractor shall further indemnify all of them against any such claims whether or not such claims arise out of allegedly negligent instructions 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.

SECTION (c). Risk of Loss. Contractor shall at all times accept the Risk of Loss as the work performed under this Contract until such time the work is completed and accepted by the County.

ARTICLE V

SECTION (a). Quality of Work. Proposer shall do the work in accordance with the Contract Documents and shall furnish labor, equipment, materials, supplies and services necessary for the complete performance of the work in a good and first-class workmanlike

manner in conformance with industry standards. Neither acceptance of or payment for the work or any part thereof, nor the partial or entire use of the work by County shall release Proposer from liability for workmanship which is faulty, unsound, improper, not first-class workmanship, or not in accordance with the Contract Documents as approved by County. County shall give notice of observed defects with reasonable promptness. No additional or extra services shall be performed and no additional or extra goods shall be provided without the prior written consent of the County.

ARTICLE VI

SECTION (a). Modification of Contract. This Contract constitutes the entire Agreement between the parties. No waiver, modification, or amendment of any term, condition or provision of this Contract shall be valid or of any force or effect unless made in writing, signed by the parties hereto and specifying with particularity the nature and extend of such waiver, modification, or amendment. The signing of such writing, or writing in any instance or instances shall in no event be construed to be a general waiver, abandonment, modification of or amendment to any of the terms, conditions, or provisions herein contained, but the same shall be strictly limited and restricted to the extent and occasion specified in such signed writing or writings.

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.

SECTION (b). Venue for Dispute. 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.

SECTION (c). Public Information. The County approves all agreements and contracts at public meetings. All agreements and contracts are public information to the extent required by the Right to Know Act.

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.

(Contractor)

ATTEST OR WITNESS:

BY: _____

(Signature)

(Signature)

(Name Printed)

(Title)

COUNTY OF CARBON

(County Commissioners)

ATTEST: _____ (SEAL)
(Chief Clerk/County Administrator)

APPROVED AS TO LEGALITY AND FORM:

(County Solicitor)