

NOTICE

If you are downloading the bid package from our website, it is your responsibility to contact the Township at 610-865-3291 or info@lowersaucontownship.org to provide your contact information.

If we have not received your information, the Township will not be responsible if the bid you submit does not contain the most current information based on any issued addendums, if applicable.

**Lower Saucon Township
Instructions to Bidders and Specifications**

Polk Valley Park – Dog Park Fencing

1. Scope of Project

This project consists of the installation of fencing as specified:

- A. Property Location – 2068 Polk Valley Road, Hellertown, PA 18055 – See Exhibit A
- B. Google Map location – See Exhibit B
- C. Scope of Work – See Exhibit C

2. Bid Submission Requirements (Interested Contractors shall submit the following with the Bid)

- A. Each Bid shall be delivered in a plain sealed envelope marked **“Polk Valley Dog Park Fencing”**. The bidder’s name shall clearly appear on the front of the sealed envelope.
- B. Bids are to be accompanied by a Certified Check or Bid Bond in the amount not less than ten percent (10%) of the Base Bid made payable to the Township. This project is not subject to prevailing wage.
- C. Bids are to be accompanied by a signed and notarized Non-Collusion Affidavit in the form attached hereto.
- D. Interested Contractors are encouraged to visit the site before submitting Bids so that they are entirely familiar with the conditions. Bidders are instructed to **NOT** rely solely on the map or photographs of the site as listed in the Bid Document.
- E. Each Bid shall contain an itemized Bid Price for the materials and labor in accordance with Exhibit C.
- F. Identify the project, contractor, subcontractor, and/or supplier.
- G. **Bids are due and to be received at the Township on June 1, 2018 by 11:00 a.m. Failure to meet the 11:00 a.m. deadline will result in automatic disqualification.**
- H. **Work must be completed by October 31, 2018.**

3. Award of Bid

The bid will be awarded to the lowest, responsible bidder (“Contractor”) who shall be notified by an Award of Bid. The Contractor shall be required to enter into a General Service

Agreement substantially in the form attached hereto. Bids are due and will be publicly opened at the municipal offices of Lower Saucon Township at 11:00 a.m. on June 1, 2018; the Award of Bid shall be awarded at the regularly scheduled Council meeting on Wednesday, June 6, 2018 at 7:00 p.m. Lower Saucon Township reserves the right to reject any or all bids, waive any informality in any bid, to eliminate or reduce items or quantities, and exercise its judgment as to the comparative merit of the products and services offered in the bids received.

4. General Conditions and Contract Requirements

- A. Within ten (10) days of issuance of Notice of Award and prior to approval of the Agreement, the Contractor shall provide a Performance Guarantee in the form of a Certified Check or Bond in the amount of not less than one hundred percent (100%) of the total contract price, which Certified Check or Bond or other security shall be made payable to Township and which Performance Guarantee will be held until completion of the work. Failure to provide this security shall result in forfeiture of the Bid Security. A Certificate of Insurance shall also be provided within ten (10) days as further described.
- B. The Contractor shall provide proof of insurance as follows:
 - a. The Contractor shall carry Workers Compensation Insurance for all his employees and those of his Subcontractors engaged in work at the site, in accordance with State Workers Compensation Laws. A certificate verifying Workers Compensation Insurance, as required by law, in the amount of at least \$500,000.00.
 - b. The Contractor shall carry Manufacturer's and Contractor's Public Liability Insurance with limits specified herein to protect the Contractor and his Subcontractors against claims for injury to or death of one, or more than one, person, because of accidents which may occur or result from operations under the Contract; such insurance shall cover the use of all equipment, including but not limited to lawn mowing equipment and motor vehicles in the performance of this project.
 - c. The Contractor shall carry, during the life of the Contract, Property Damage Insurance in an amount specified herein to protect the Contractor and his Subcontractor from claims for property damage which might arise from operations under the Contract.
 - d. Public Liability and Property Damage Insurance - \$1,000,000.00 aggregate coverage with the Township listed as an additional insured.
 - e. Automobile Liability Insurance - \$1,000,000.00 aggregate coverage with the Township listed as an additional insured.
- C. The Contractor, while engaged in carrying out and complying with any of the requirements of proposed work, is an independent Contractor and is not an officer, agent, or employee of the Township.

- D. The Township shall have the right to act on all matters not specifically provided herein.
- E. If the Contractor should file a petition for bankruptcy or if it should make a general assignment for the benefit of its creditors or if a receiver should be appointed on account of its insolvency or if it should violate any terms and conditions of the project specifications and Agreement or should otherwise fail to perform its duties in accordance with the project specifications and Agreement, the Township may, without prejudice to any other right or remedy, terminate the Agreement and make other appropriate arrangements for the windows and installation to be provided hereunder. In that event the Contractor shall only be entitled to be paid for work satisfactorily completed and shall not be entitled to any compensation for lost profits or any demobilization costs.
- F. The Contractor represents and warrants to the Township that it is solvent financially, is experienced in and competent to perform the installation of windows and that its officers are familiar with all Federal, State or other regulatory Laws, Ordinances, and Regulations which in any manner whatsoever may affect its services.
- G. Once the Bid has been awarded, if requested, the Contractor shall provide a copy of a Pennsylvania Child Abuse Clearance form and a copy of a Pennsylvania State Police Criminal Records Check for each of the Contractor's employees. No employee may be used on this project if the Contractor has not submitted satisfactory forms for that employee.
- H. Liquidated Damages – Liquidated damages will be imposed at a rate of one thousand dollars (\$1,000.00) per calendar day, if the Contractor fails to complete any stage of this project within the time period(s) specified in the proposal.
- I. Mobilization – This item shall also include provisions for temporary storage that the Contractor may deem necessary in cooperation with the Township. This item shall include provision for continuously maintaining the construction site in a neat and orderly manner, and shall include provisions for the final grading and restoration of such storage area. Restoration shall mean returning the site to the condition it was in, prior to beginning of construction.
- J. Cooperation with Utilities – IF APPLICABLE – Location of all sub-surface and surface utilities and appurtenances or any other structures where indicated on plans have been compiled from various sources of information made available to the Township. This data is intended primarily for the benefit of the Contractor, and the Township will not be responsible for the accuracy thereof or for any errors or omissions.

In accordance with Act No. 38 the Contractor shall obtain clearance for subsurface work by calling the Pennsylvania One Call System at 1-800-242-1776, and shall notify all "Users" (Utilities) that he will be making an excavation at least three (3) working days prior to the day of beginning such work so that each "User" can mark or locate their lines for the Contractor in the area of excavation.

The Contractor shall indicate that he has notified all “Users” by supplying to the Township a list of all Serial or Code Numbers received from the appropriate “Users” (Utility Companies).

Should local utility companies or authorities (gas, electric, telephone, water, sewer, etc.) or the Township be required to rehabilitate existing facilities and/or install new ones during the progress of the Contractor’s work, he shall fully familiarize himself with the locations of such utilities and with their requirements and shall cooperate with the personnel working on such utilities, and arrange that his work will cause no interference or delays.

The Contractor shall exercise extreme caution in this clearing operation, so that the existing utilities in the project area are left undisturbed. It shall be the Contractor’s responsibility to verify the locations of all underground utilities prior to any excavation, if applicable to the project. Any utility or appurtenant item such as water valve box covers, laterals, sewer pipes, underground wires and conduits, etc., that is damaged by the Contractor due to his construction activities, shall be repaired or replaced by the Contractor at no cost to the Township.

- K. Protection of Work – The Contractor will be responsible for initiation, maintaining and supervising all safety precautions and programs in connection with the work. The Contractor shall erect and maintain, as required by the conditions and progress of the work, all necessary safeguards for safety and protection.

The Contractor shall take great care to protect all public and private property. If the construction work undertaken by the Contractor, his equipment, his agents, or subcontractors cause damage to public or private property, including but not limited to roadways, driveways, parking areas, paths, grading, stormwater management facilities, plantings and vegetation to remain on the site, and any other improvement on the site installed previously, the Contractor will be responsible for the satisfactory repair or replacement of the damaged property and/or the costs of any legitimate monetary damages due as a result of such damage.

The Contractor shall be responsible for any and all damage done by employees, equipment and/or subcontractors, to roads, property or adjacent property, and he shall correct such damage prior to approval of this project for final payment.

- L. Cleaning the site – The Contractor shall, periodically or as directed during the progress of the work, remove and legally dispose of all surplus material and debris, and keep the project area reasonably clear. During the course of the work and at the completion of the work, he shall remove all unneeded temporary construction facilities, debris, and unused materials provided for the work, and put the whole site of the work in neat and clean condition. Trash burning on the site of work will not be permitted.

All the material shall be stored in such parts of the construction area, or such suitable places and in such manner as shall be approved or directed by the Township. The Contractor shall be responsible for any loss of; or any damage to materials through careless removal or neglectful or wasteful storage, disposal, or use.

- M. Guarantee of Maintenance – All work and materials shall be guaranteed for a period of twelve (12) months starting from the date of the Township’s final acceptance of all items in a stage as specified in the contract documents (Township’s approval will be done at a Lower Saucon Township Council Meeting). The Contractor should make the necessary provisions for this maintenance in his bid, as the Township will not be responsible for any maintenance work and materials required in the twelve (12) month maintenance period, except for the removal of debris not related to the Contractor’s work.

The Contractor shall also make all necessary repairs on his work as it progresses until final Township acceptance. All repairs of the maintenance shall be made to the satisfaction of the Township.

The Contractor shall not be responsible for damage that occurs as a result of vandalism, or similar acts of human violence, beyond his control in the maintenance period.

The Contractor shall be required to meet and comply with all local, state and federal laws if applicable.

At the completion of the project and prior to final payment being approved, the Contractor shall submit the following:

Maintenance Bond for one hundred percent (100%) of the Contract amount – to be submitted upon completion of the project and to run twelve (12) months from date of Township final acceptance of the project.

- N. Performance of Successful Bidder – The Township reserves the right to cancel its contract should the successful bidder fail to perform the work or furnish the items specified herein, and/or in accordance with their proposal.
- O. Payment – Contractor, upon completion of work, shall submit a final invoice which shall be paid by the Township upon final acceptance/approval by the Township.
- P. Indemnification – The Contractor will indemnify and hold harmless the Township and their agents, consultants, and employees 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 claims, damage, loss, or expense is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property including the loss of use resulting there from; and is caused in whole or in part by any negligent or willful act or omission of the Contractor, Subcontractor,

or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

In any or all claims against the Township or any of their agents, consultants, or employees by any employee of the Contractor, Subcontractor, or anyone directly or indirectly employed by any of them or anyone for those acts any of them may be liable, the indemnification obligation shall not be limited in any way by any benefits payable by or for the Contractor or any Subcontractor under Workers Compensation Acts, Disability Acts, or other Employee Benefits Acts.

6. Township Responsibilities

The Township or its designee shall perform the following work and assume the authority for the following during the life of this contract:

- A. The work shall be subject at all times to the inspection of the Township or designee, who shall have free access to every facility at all times for inspecting the materials or work. This work shall not in any way guarantee the Contractor's work.
- B. Approve or disapprove any materials, and equipment used by the Contractor.
- C. Sample and test any materials as the Township deems necessary.
- D. Any doubt as to meaning of these Technical Specifications, or any obscurity as to the wording or the intent of them, will be explained by the Township. All directions and explanations required or necessary to complete, explain or make definite any section of the specifications and/or drawings and give them due effect will be given by the Township in writing whose decision thereon will be final.
- E. The Township will have authority to reject materials and suspend work in case of any dispute which may arise between the Contractor and Township due to defective materials or substandard performance of work until the issues can be referred to and decided by the Township.
- F. Temporary Suspension of Construction – The Township shall have the authority to suspend the construction, wholly or in part, for such period or periods as he may deem necessary, due to unsuitable weather or such other conditions as are considered unfavorable for the suitable construction, or for such items as is necessary due to the failure on the part of the Contractor to carry out orders given or to perform any or all provisions of the contract.

If the Township suspends construction in part, he will have the authority to direct the Contractor to perform such other parts or items of construction which, in his opinion, may be performed with favorable results and advantageously for the time of completion of the project, and shall notify the Contractor accordingly in writing.

If it should become necessary to stop construction for any indefinite period, the Contractor shall store all materials in such a manner that they will not obstruct or impede the traveling public not become damaged in any way. He shall take every precaution to prevent damage or deterioration of the construction performed.

- G. Intent of Plans and Specifications – The intent of the specifications is to prescribe a complete work which the Contractor undertakes to do in full compliance with the contract documents. If there is any apparent contradiction or ambiguity in the specifications, the Contractor shall bring the fact to the attention of the Township and shall obtain his decision of the meaning or true intention of the contradiction. The Contractor shall not commence work until a determination is made.

7. Arbitration

If any matter cannot be addressed successfully by both parties, all disputes or claims in question may be decided by arbitration in accordance with the Uniform Arbitration Act, 42 PA. C.S. Section 7301 et seq., if the Township and Contractor agree to such arbitration.

There shall be a panel of three Arbitrators, one appointed by the Township, one by the Contractor and one mutually agreed to by both parties. Any agreement to arbitrate shall be specifically enforceable under the prevailing Arbitration Law. The award rendered by the arbitrators shall have the effect provided under the Uniform Arbitration Act.

Notice of the demand for arbitration shall be filed in writing with the other party to the contract documents, with the Township and otherwise as provided in the Uniform Arbitration Law. Demand for arbitration shall in no event be made on any claim, dispute or other matter in question which would be barred by the applicable statute of limitations.

The contractor will carry on the work and maintain the progress schedule during any arbitration proceeding, unless otherwise mutually agreed in writing.

Lower Saucon Township

EEO/Affirmative Action Statement

Lower Saucon Township, by and through the duly elected Lower Saucon Township Council, pledges to provide equal opportunity with regard to race, color, religion, national origin, sex, age, disability, or Vietnam era veteran status. This pledge applied to all employees and applicants for employment in connection with hiring, placement, testing, transfer, promotion or demotion; recruiting, advertising or solicitation for employment; treatment during employment including but not limited to assignments, evaluation and work policies; selection for training or education; layoff or termination of employment; and rates of pay, fringe benefits or other forms of compensation including payment of wages to men and women performing substantially equal work.

Lower Saucon Township, by and through the duly elected Lower Saucon Township Council, pledges to provide equal opportunity without regard to race, color, religion, national origin, sex, age, disability or Vietnam era veteran status to all interested bidders who desire to submit a bid proposal for consideration by said Township.

This statement is made in accordance with the Equal Pay Act of 1963 as amended, Title VII of the Civil Rights Act of 1964 as amended, Executive Order 11246 dated September 24, 1965 the Age Discrimination Act of 1967 as amended, Executive Order 11375 dated October 13, 1969; the Americans with Disabilities Act of 1990 as amended and the Civil Rights Act of 1991 as amended.

Bid Submission Form

Name of Bidding Firm <i>(Legal name as it will appear on the agreement)</i>			
Mailing Address	City	State	Zip Code
Telephone Number ()	Fax Number ()	Email Address	
Name of Contact Person	Federal Identification Number		

Bid Amounts

POLK VALLEY PARK – DOG PARK FENCING

Material \$ _____

Labor \$ _____

Total Bid Amount \$ _____

Bidder Acknowledgment / Certification

The Bidder hereby certifies that the materials submitted in response to this Invitation to Bid and the price(s)/rate(s) offered on this Bid Submission Form are true and accurate to the best of the Bidder's knowledge.

The Bidder agrees that the price(s)/rate(s) offered herein shall remain in effect until the Township awards the agreement and throughout the duration of the agreement.

The Bidder further understands that the above quoted price(s)/rate(s) must include all of the bidder's costs including operating expenses, labor, service call charges, diagnostic fees/estimates, transportation/travel costs, mileage or per diem expenses, equipment costs, supplies, annual inflation costs/rate adjustments, profit margin, etc. By submitting this Bid Submission Form the Bidder hereby claims its willingness to certify to and comply with all requirements and terms and conditions cited in this Invitation to Bid and any attachment thereto.

The Bidder understands that its bid response will become a public document and will be open to public inspection.

Bidder's Signature	Date Signed
Printed/Typed Name	Title

EXHIBIT A



EXHIBIT B

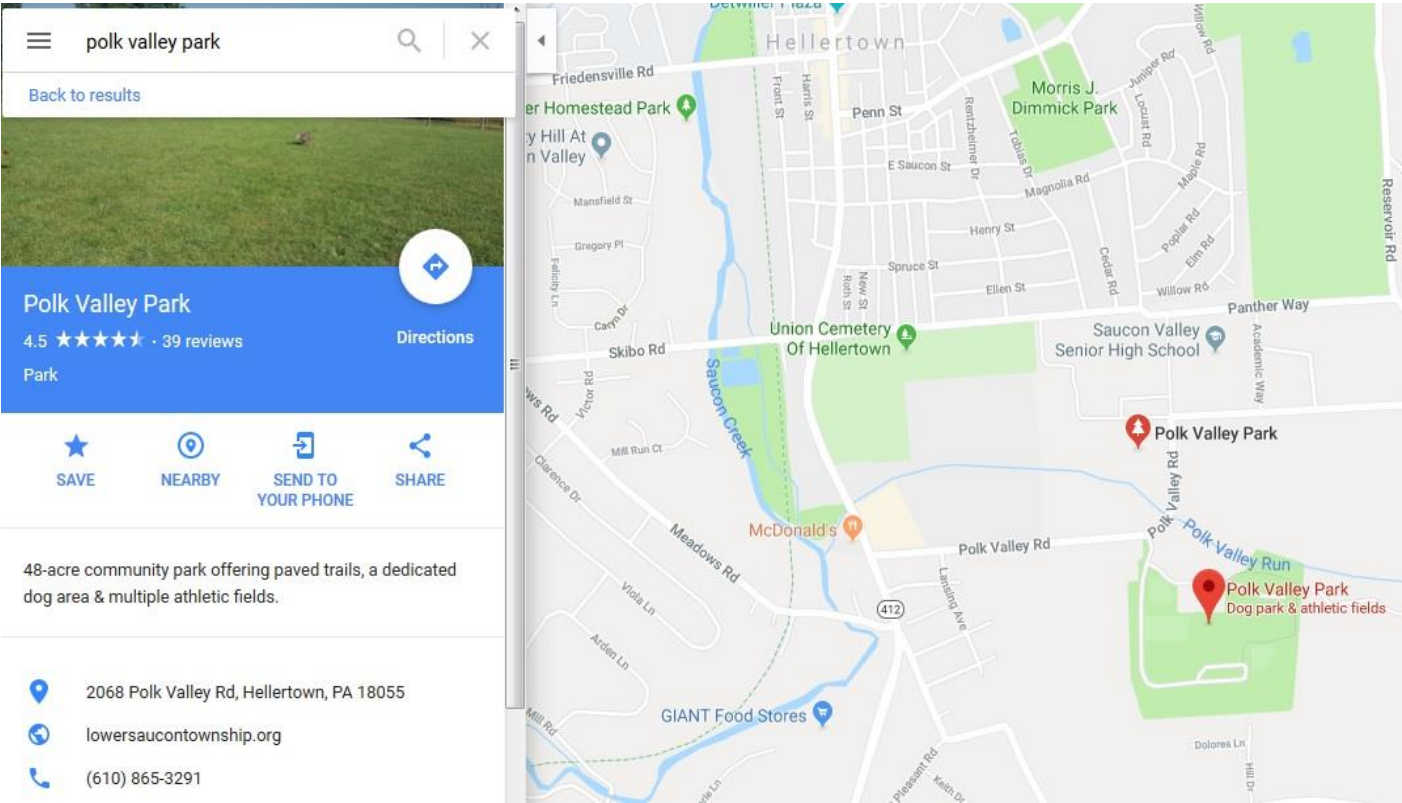


EXHIBIT C

Polk Valley Park – Dog Park Fencing

Scope of Work

This project consists of removal of existing and installation of perimeter fencing and gates as specified below. This 2 +/- acre park is located off of Polk Valley Road in Hellertown PA. Bids should include pricing for materials and labor. Contractor is responsible for providing equipment required for the installation. Contractor is also responsible for obtaining all required permits.

- Lower Saucon Township Public Works Department shall be responsible for the removal and disposal of the existing wooden split rail fence and wire prior to the start of this project and will fill any existing holes as needed or requested by the contractor.
- Contractor shall keep the work area clean and free from unsafe materials and debris. Site garbage shall be picked up daily.
- Contractor shall supply and install all of the following chain link fence materials as required per the drawing in Exhibit B as follows:
 - Approximately 1,056 ft. of chain link fence in accordance with the following:
 - Black vinyl coated wire
 - #9-gauge core; #8-gauge finish
 - 2 inch mesh
 - 5 feet high
 - Line posts shall be:
 - 2 inch O.D. SS-20 Galvanized, spaced a maximum of 10 feet on center.
 - Posts shall be imbedded in 3,000 PSI, cylindrical concrete foundations a minimum of 9 inches in diameter 32 to 36 inches deep.
 - Top and bottom rails shall be:
 - 1 and 5/8 inches O.D. SS-20 Galvanized
 - Gate Posts shall be:
 - 3 inches O.D. SS-40 Galvanized
 - Posts shall be imbedded in 3,000 PSI, cylindrical concrete foundations a minimum of 12 inches in diameter 32 to 36 inches deep.
 - Corner/Terminal Posts shall be:
 - 2 ½ inches O.D. SS-40 Galvanized
 - Posts shall be imbedded in 3,000 PSI, cylindrical concrete foundations a minimum of 10 inches in diameter 32 to 36 inches deep.
 - Three (3) Single gates shall be:
 - Each gate shall be 4 ft. wide by 5 ft. high
 - Frames shall be constructed of 2 inch O.D. SS-40 Galvanized
 - Frames shall be welded at all corners to form a rigid panel
 - Gate panel shall be filled with the same chain link fabric as above
 - Gate shall have lockable hardware

- Two (2) Double gates shall be:
 - Each gate shall be 10 ft. (double 5 ft.) wide by 5 ft. high double swing gates
 - Frames shall be constructed of 2 inch O.D. SS-40 Galvanized
 - Frames shall be welded at all corners to form a rigid panel
 - Gate panel shall be filled with the same chain link fabric as above
 - Gates shall have lockable hardware

ACCEPTANCE OF BID AND CONTRACT AGREEMENT

Lower Saucon Township hereby accepts the above-referenced Bid and by signing this Bid Form enters into an Agreement with the above-referenced Contractor with all Agreement documents submitted. Within ten (10) days of receiving this signed Acceptance the Bidder shall submit the following:

1. The signed Professional Service Agreement
2. The Performance Security in the amount of one hundred percent (100%) of the bid provided by the Contractor
3. Certificate of Insurance provided by the Contractor

AUTHORIZED BY LOWER SAUCON TOWNSHIP this _____ day of _____, 2018.

Leslie Huhn
Township Manager

Lower Saucon Township
Non – Collusion Affidavit

_____ (name of person completing form), being first duly sworn, deposes and says that he/she is _____ (sole Owner, a partner, president, secretary etc.) of _____ (company name) the party making the foregoing proposal or bid; that such bid is genuine and not collusive; that said bidder has not colluded, conspired, connived, or agreed directly or indirectly with any bidder or person, to submit a bid that is not responsible, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference with any person, to fix the bid price of affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or that of any other bidder, or to secure any advantage against Lower Saucon Township, Northampton County, Pennsylvania, or any person interested in the proposed contract; and that all statements contained in said proposal or bid are true; and further that such bidder has not, directly or indirectly, submitted this bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member of agent thereof.

OATH AND AFFIRMATION

I hereby affirm under the penalties for perjury that the facts and information contained in the foregoing bid are true and correct.

Name of Organization

Signature

Title

STATE OF _____ ss

COUNTY OF _____

Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct. Subscribed and sworn to me this _____ day of _____, 2018.

Notary Public Signature

My Commission Expires: _____

Performance Bond
(with Corporate Surety)

KNOW ALL MEN BY THESE PRESENTS, That we, _____ as Principal and _____ a corporation incorporated under the laws of the State of _____ as Surety, and held and firmly bound unto _____ in the full and just sum of _____ (\$ _____) dollars lawful money of the United States of America, to be paid to the above Municipality or its assigns, to which payment well and truly to be made, we bind ourselves, our heirs, executors administrators, successors and assigns, jointly and severally, firm by these presents.

WHEREAS, the above bounden Principal has entered into a contract with the above Municipality, bearing even date herewith, for the undertaking of certain obligations as therein set forth,

NOW, THEREFORE, the condition of this obligation is such that if the above bounden Principal, as Contractor, shall in all respects comply with and faithfully perform the terms and conditions of said contract, including the specifications and conditions referred to and made a part thereof, and such alterations as may be made in said Specifications as therein set forth, then this Obligation shall be voice, but otherwise the same shall be and remain in force, virtue and effect.

It is further provided that any alteration which may be made in the terms of the contract or its specifications with the express approval of the Municipality or the Principal to the other, shall not in any way release the Principal and the Surety or either or any of them, their heirs, executors, administrators, successors or assigns from their liability hereunder, notice to the Surety of any such alteration or forbearance being hereby waived.

IN WITNESS WHEREOF, the said Principal and Surety have duly executed this Bond under Seal, pursuant to due and legal action authorizing the same to be done on _____ (date of Bond).

Attest/Witness

Contractor

Title

Attest/Witness

Surety Company

Title

**GENERAL SERVICE AGREEMENT
LOWER SAUCON TOWNSHIP POLK VALLEY PARK – DOG PARK FENCING
(TO BE COMPLETED ONLY IN THE EVENT OF A BID AWARD)**

This agreement made this _____ day of _____, 2018, between Lower Saucon Township, a duly incorporated municipal corporation with its officers located at 3700 Old Philadelphia Pike, Bethlehem, Pennsylvania; (hereinafter referred to as "TOWNSHIP")

AND

_____, having an office for business located at _____ (hereinafter referred to as "Provider").

WHEREAS, TOWNSHIP desires to obtain services to install fencing hereinafter described; and

WHEREAS, PROVIDER is an individual engaged in the business of offering these services; and

WHEREAS, PROVIDER desires to render these services to TOWNSHIP as an independent contractor, subject to the terms and conditions in the Agreement.

NOW THEREFORE, in consideration of the mutual promises, covenants, and other good valuable consideration hereinafter contained, the parties hereto, intending to be legally bound, agree as follows:

1. RECITALS

The recitals set forth above in the foregoing whereas paragraphs shall be considered to provide substantive provisions of the Agreement and are incorporated herein by this reference.

2. SCOPE OF SERVICES

- A. PROVIDER shall be responsible for the installation of fencing, as described in the Exhibits.
- B. PROVIDER shall install said items as recommended by the Township Personnel and in accordance to industry standard. PROVIDER obtains approval for the same from TOWNSHIP before commencement of work.

3. TERM

- A. This Agreement shall become effective when executed by the Manager of the TOWNSHIP and shall be in effect for a period through **October 31, 2018**.
- B. TOWNSHIP shall have the right to extend the term of this Agreement for one (1) year in the event the execution of the agreement is delayed and it would be in the best interest of the Township to delay the installation.
- C. No extension of the term of this Agreement will change the remaining terms or conditions of the Agreement.
- D. No extension of the term of this Agreement shall be in effect unless consent to by PROVIDER, in writing.
- E. The TOWNSHIP retains the option to extend this Agreement to include subsequent and additional services of projects beyond those specified herein, upon mutual agreement and written modification to this Agreement.

4. COMPENSATION

- A. PROVIDER shall receive the sum of _____ (\$_____) for the roof replacement.
- B. PROVIDER shall submit invoices for the status reports on the services performed and expenses incurred to TOWNSHIP on or before the 30th day of each month for work performed in the preceding calendar month. In the event TOWNSHIP disputes an invoice item(s), TOWNSHIP shall notify PROVIDER within fifteen (15) days after receipt of the invoice. All undisputed invoice amounts shall be paid by TOWNSHIP to PROVIDER within forty-five (45) days after the TOWNSHIP receives invoice. All invoices should be directed to _____.

5. RIGHT TO TERMINATE

- A. TOWNSHIP shall have the right to terminate the Agreement at any time with or without cause by giving thirty (30) days written notice to the other party at the address specified in the Notices, paragraph of the Agreement. TOWNSHIP shall be liable only for payment due PROVIDER up to and including date of termination, and shall not be liable for any termination charges or financial penalties. PROVIDER shall not begin any additional work upon receipt of notification of intent to terminate by the TOWNSHIP.

- B. PROVIDER shall be responsible for all commitments as set forth in this Agreement up to and including the date of termination, and upon termination of this Agreement, PROVIDER shall forthwith deliver to TOWNSHIP all documents and any other material in any way relating to the services provided to TOWNSHIP by PROVIDER which may be in its possession.

6. INDEPENDENT CONTRACTOR

- A. PROVIDER is deemed an Independent Contractor and shall not, during the term of this agreement, assign, subcontract, transfer or otherwise delegate all or any part of its obligations or responsibilities without prior written approval of TOWNSHIP. No relationship of employer/employee is intended not created by this Agreement, it being understood the PROVIDER shall render services to TOWNSHIP on an independent contractor basis. PROVIDER is not entitled to any benefits from TOWNSHIP including, but not limited to, compensation (other than that set forth in Paragraph 4), Workers' Compensation, unemployment insurance or benefits, pension benefits, Social Security or disability benefits, and professional liability insurance and/or deductibles. PROVIDER expressly agrees and acknowledges that TOWNSHIP will deduct no employment taxes from any compensation paid to PROVIDER, and that PROVIDER will be responsible for the payment of all taxes whatsoever in connection with any compensation received from TOWNSHIP.
- B. Full responsibility shall be assumed by the PROVIDER for the payment of all income tax deductions, including self-employment tax, and any other taxes or payroll deductions required by law for the PROVIDER, of the PROVIDER'S employees, if any, who are performing services under this Agreement.
- C. PROVIDER further agrees and acknowledges that PROVIDER is not authorized under the terms of this Agreement to bind the TOWNSHIP in any contractual undertakings with any third parties as a result of the within Agreement, and PROVIDER will not make any representation that it is capable of binding the TOWNSHIP.

7. COVENANTS, REPRESENTATIONS, AND WARRANTIES.

- A. PROVIDER covenants, represents and warrants:
 - 1. That PROVIDER is an Independent Contractor;

2. That all services contained in the Agreement shall be performed by PROVIDER and shall not be subcontracted and assigned to any entity or individual without the prior written approval of TOWNSHIP.
3. The PROVIDER is entering into the Agreement in the ordinary course of its business activities;
4. That PROVIDER agrees to comply with all federal, state and local laws and regulations relating to equal employment opportunities including, but not limited to American with Disabilities Act, Title VII of the Civil Rights Act of 1964 and the Age Discrimination in Employment Act, as well as those relating to wages and working conditions. Provider agrees to comply with the special provisions and regulations of Federal and State funding sources.
5. That the standard of care for all professional services performed or furnished by PROVIDER under the Agreement will be the care and skill ordinarily used by member of PROVIDER'S profession.

8. INDEMNIFICATION, HOLD HARMLESS AND INSURANCE

- A. The PROVIDER agrees to indemnify, defend and save harmless the TOWNSHIP, its officers, agents and employees from any and all losses, claims, costs and damages, including reasonable counsel fees, resulting for any:
 1. Breach of this contract by PROVIDER;
 2. Professional error or omission, fault or negligence by the PROVIDER or by its employees, servants, agents, contacts, or anyone acting under its direction, control or on its behalf in connection with or incident to its performance of this agreement.
 3. General public liability and malpractice claims arising in connection with the business or activities of the PROVIDER in the performance of this contract.
- B. The PROVIDER shall maintain insurance coverage.
- C. The insurance coverage specified above must insure, as they may appear, all parties to this Agreement. The TOWNSHIP shall be listed as an additional insured on said policies. Certification of said insurance coverage shall be submitted to the TOWNSHIP prior to execution of the contract. The insurance coverage shall be maintained by PROVIDER for the entire period of the contract at PROVIDER'S sole cost and expense.

9. NOTICES

Any notices required to be given pursuant to the terms and provisions hereof shall either be served in person, by facsimile transmission or by depositing such notice in the United States mail, certified, with certification and postage charges prepaid. In the event the service of Notice upon either party pursuant to the terms of this paragraph, their respective facsimile transmission numbers and addresses are as follows:

PROVIDER

TOWNSHIP

Lower Saucon Township
3700 Old Philadelphia Pike
Bethlehem, PA 18015
Fax: 610-867-3580

10. PROFESSIONALISM

It is contemplated, expected and understood by the parties that PROVIDER will execute and perform the services to be provided to TOWNSHIP in a professional and ethical manner.

11. SEVERABILITY

If any provision of this agreement is prohibited by, or is unlawful or unenforceable under the applicable law of any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such prohibition without invalidating the remaining provisions hereof; provided, however, that such prohibition in any jurisdiction shall not invalidate such provision in any other jurisdiction and provided further that where the provisions of any such applicable law may be waived, they are hereby waived by PROVIDER to the full extent provided by law to the end that this agreement shall be deemed to be valid and binding agreement according to its terms.

12. INTERPRETATION

PROVIDER agrees to waive the general rule of interpretation that "in the event of any ambiguity or issue of construction, the same will be resolved against the drafter of the document." It is declared to be the intention of PROVIDER and TOWNSHIP that the public health, safety and welfare be protected and furthered by the contract. Therefore, this contract is to be interpreted in such manner as to favor such political interest as opposed to any private interest.

13. WAIVER

No waiver by TOWNSHIP of any breach of this agreement shall constitute a continuing waiver or waiver of any subsequent breach either of the same or another provision of this agreement or addenda.

14. ENTIRE AGREEMENT/MODIFICATION

This agreement constitutes the entire understanding between the parties, and no modification or amendment to the terms herein shall be valid unless in writing signed by the parties to be charged and only to the extent therein set forth.

15. GOVERNING LAW

This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania and any action filed in connection with this Agreement shall be filed in the Court of Common Pleas of Northampton County.

WHEREFORE, in witness of the covenants set forth within this Agreement and intending to be legally bound hereby, the Parties or their authorized representatives have affixed their signature hereto.

ATTEST:

Title

ATTEST:

Title