

**WASHINGTON TOWNSHIP
FRANKLIN COUNTY, PENNSYLVANIA**


**AUTHORIZING SIGNATURES ON THE 2024
CONTRACT AGREEMENT FOR THE RED RUN PARK
PLAYGROUND IMPROVEMENT PROJECT**

RESOLUTION NO 818

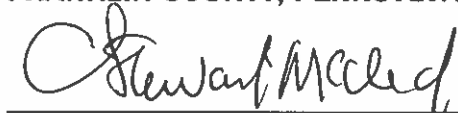
BE IT RESOLVED, by authority of the Board of Supervisors of the Township of Washington, Franklin County, and it is hereby resolved by authority of the same, that Township Manager of Washington Township, Vernon Ashway, is hereby authorized and directed to sign and/or submit the attached Contract Agreement by Matthews Construction Services, LLC, to submit future modifications to the attached Contract Agreement on its behalf, and that Township Secretary, Karen S. Hargrave be authorized and directed to attest the same.

Attest:

**TOWNSHIP OF WASHINGTON
FRANKLIN COUNTY, PENNSYLVANIA**



Karen S. Hargrave, Township Secretary



C. Stewart McCleaf, Vice-Chairman

one-half of the amount retained by Owner shall be returned to Contractor provided that Landscape Architect approves the Application for Payment, that the Contractor is making satisfactory progress and there is no specific cause for greater withholding. Owner, after 50 percent of the Work has been completed, may retain 5 percent of the remaining progress payments. After substantial completion, Owner may retain 1½ times such amount as is required to complete any, then remaining, uncompleted items as certified by Landscape Architect.

5.2.1 Upon substantial completion, payment will be made in an amount sufficient to increase total payments to Contractor to 100-percent of the contract price, less such amounts as Landscape Architect shall determine, or Owner may withhold, in accordance with Paragraph 14.02.B.5 of the General Conditions.

5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07.B of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Landscape Architect as provided in said Paragraph 14.07.B.

Article 6. INTEREST

All money not paid when due as provided in Article 14 of the General Conditions shall bear interest at the maximum rate allowed by law at the place of the project.

Article 7. CONTRACTOR'S REPRESENTATIONS

In order to induce Owner to enter into this Agreement Contractor makes the following representations:

- 7.1 Contractor has examined and carefully studied the Contract Documents (including the Addenda listed in Article 8) and the other related data identified in the Bidding Documents including "technical data."
- 7.2 Contractor has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.
- 7.3 Contractor is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the Work.
- 7.4 Contractor acknowledges that Owner and Landscape Architect do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to underground facilities at or contiguous to the site. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the contract price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.
- 7.5 Contractor is aware of the general nature of Work to be performed by Owner and others at the site related to the Work as indicated in the Contract Documents.
- 7.6 Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the

Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

Article 8. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire Agreement between Owner and Contractor concerning the Work consist of the following:

- 8.1 This Agreement (pages A-1 to A-4, inclusive).
- 8.2 Exhibits to this Agreement.
- 8.3 Performance, Payment and Maintenance bonds.
- 8.4 Standard General Conditions of the Construction Contract prepared by the Engineers Joint Contract Documents Committee (EJCDC No. 1910-8 (1996 Edition) (pages 1 to 45, inclusive).
- 8.5 Supplementary Conditions (pages SC-1 to SC-9, inclusive).
- 8.6 Specifications bearing the title Red Run Park Playground Project No. 23WAT-01.
- 8.7 Drawings, numbered S1-S6, inclusive with each sheet bearing the following general title: Red Run Park Playground.
- 8.8 Addenda: NA.
- 8.9 Contractor's Bid and Exhibit A.
- 8.10 The following which may be delivered or issued after the effective date of the Agreement and are not attached hereto: All written amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to Paragraphs 3.04 of the General Conditions.
- 8.11 The documents listed in Paragraphs 8.2 et. seq. above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in Paragraphs 3.04 of the General Conditions.

Article 9. MISCELLANEOUS

- 9.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.
- 9.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law) and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.3. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.
- 9.4. Any provision or part of the Contract Documents held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed or replace such stricken provision or part thereof with a valid

and forcible provision that comes as close as possible to expressing the intention of the stricken provision.

9.5. Other Provisions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in triplicate. One counterpart each has been delivered to Owner, Contractor and Landscape Architect. All portions of the Contract Documents have been signed or identified by Owner and Contractor or by Landscape Architect on their behalf.

This Agreement will be effective on _____, 2024

Owner: Washington Township
By: [Signature]

Contractor: Matthews Construction Services LLC
By: [Signature]

Attest: [Signature]

Attest: [Signature]

(Corporate Seal)

Township address for giving notices:

Contractor addresses for giving notices:

11798 Buchanan Trail E.
Waynesboro, PA 17268

PO Box 7689
York, PA 17404

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

License No. PA079729

Agent for service of process:

[Signature]
(If Contractor is a corporation, attach evidence of authority to sign.)

Exhibit A

Contract No. 1 – Site Improvement Contract – Bid Items Awarded

- **BASE BID LUMP SUM**

Question Set 1: Acknowledgements

#	Question	Response	Comments
1.0.1	The Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid price and within the Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents. (Enter I Agree or I Do Not Agree)	I agree	
1.0.2	Bidder accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 90 days after the day of Bid opening. Bidder will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within 15 days after the date of Owner's Notice of Award. (Enter I Agree or I Do Not Agree)	I agree	
1.0.3	In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that: Bidder has examined and carefully studied the Bidding Documents and the following Addenda receipt of all which is hereby acknowledged. Enter Addendum Number and Date(s)	none none	
1.0.4	In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that: Bidder has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work. (Enter I Agree or I Do Not Agree)	I agree	
1.0.5	In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that: Bidder is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the Work. (Enter I Agree or I Do Not Agree)	I agree	
1.0.6	In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that: Bidder is aware of the general nature of the Work to be performed by Owner and others at the site that relates to work for which this Bid is submitted as indicated in the Contract Documents. (Enter I Agree or I Do Not Agree)	I agree	
1.0.7	In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that: Bidder has consulted the information known to Bidder, information and observations obtained from visits to the site, reports and drawings included in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents. (Enter I Agree or I Do Not Agree)	I agree	
1.0.8	In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that: Bidder has given Landscape Architect written notice of all conflicts, errors, ambiguities or discrepancies that Bidder has discovered in the Contract Documents and the written resolution thereof by Landscape Architect is acceptable to Bidder, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted. (Enter I Agree or I Do Not Agree)	I agree	
1.0.9	In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that: This Bid is genuine and not made in the interest of or on the behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner. (Enter I Agree or I Do Not Agree)	I agree	
1.0.10	In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that: Bid is based on Pennsylvania Prevailing Wage rates as issued for this project. (Enter I Agree or I Do Not Agree)	I agree	
1.0.11	In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that: Bidder understands that unit prices are included for adjustment of the contract amount in the event the Owner directs additional work not shown on the Drawings and no adjustment will be made for actual quantities completed in performing the work shown on the plans. (Enter I Agree or I Do Not Agree)	I agree	
1.0.12	Bidder will complete the Work as described on Drawings, sheets B1 - ES3 inclusive and Specifications contained herein for the price(s) submitted. (Enter I Agree or I Do Not Agree)	I agree	
1.0.13	The stated amount constitutes the Base Bid and includes all permits, fees, insurance, and bonds required to execute the work. (Enter I Agree or I Do Not Agree)	I agree	

1.0.14	The Owner may, in its sole discretion, increase or decrease the Site Improvement Contract, through application of the unit price and alternates (Enter I Agree or I Do Not Agree)	I agree	
1.0.15	Bidder agrees that the Work will be substantially complete and ready for Final Payment in accordance with Paragraph 14.13 of the General Conditions, on or before the dates or within the number of calendar days indicated in the Agreement. (Enter I Agree or I Do Not Agree)	I agree	
1.0.16	The following documents are attached to and made a condition of this Bid: Required Bid Security in the form of _____ (Enter I Agree or I Do Not Agree)	bid bond I agree	
1.0.17	The following documents are attached to and made a condition of this Bid: A tabulation of subcontractors, suppliers and other persons and organizations required to be identified in this Bid. (Enter I Agree or I Do Not Agree)	I agree	
1.0.18	Enter Bidder Name, Title, Address, Phone Number, Email	Trevor Matthews Owner PO Box 7869 York Pa 17404 717- 781-0672 concretework19@yahoo.com	
1.0.19	The terms used in this Bid which are defined in the General Conditions or Instructions will have the meanings assigned to them in the General Conditions or Instructions. (Enter I Agree or I Do Not Agree)	I agree	
19 Questions		100.00% Complete	

Responses

Success: All data is valid!

Numeric

Status	#	Description	Unit of Measure	Quantity Required	Unit Price	Total Cost
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Base Bid Pricing

Success: All values provided	#1-1	Mobilization/Demobilization	LS	1	\$ 16,000.00	\$ 16,000.00
Success: All values provided	#1-2	Bond and Insurance	LS	1	\$ 16,000.00	\$ 16,000.00
Success: All values provided	#1-3	Earthwork at Playground and Fireplace Plaza	LS	1	\$ 3,500.00	\$ 3,500.00
Success: All values provided	#1-4	Concrete Pavement at Playground Area	SF	330	\$ 30.00	\$ 9,900.00
Success: All values provided	#1-5	Concrete Pavement at Existing Fireplace	SF	340	\$ 30.00	\$ 10,200.00
Success: All values provided	#1-6	Concrete Pavement at Bench at Cornhole	SF	45	\$ 40.00	\$ 1,800.00
Success: All values provided	#1-7	Playground Concrete Curb Edging	LF	505	\$ 35.00	\$ 17,675.00
Success: All values provided	#1-8	Playground Equipment Installation	LS	1	\$ 9,750.00	\$ 9,750.00
Success: All values provided	#1-9	Playground Area Drainage Aggregate	LS	1	\$ 9,300.00	\$ 9,300.00
Success: All values provided	#1-10	Playground Area Geotextile Fabrica	LS	1	\$ 6,200.00	\$ 6,200.00
Success: All values provided	#1-11	Playground Safety Surface Mulch	SF	6455	\$ 3.55	\$ 22,915.25
Success: All values provided	#1-12	Underdrain at Playground Area	LF	180	\$ 30.00	\$ 5,400.00
Success: All values provided	#1-13	Bike Rack	EA	1	\$ 2,700.00	\$ 2,700.00
Success: All values provided	#1-14	Benches	LS	7	\$ 2,400.00	\$ 16,800.00
Success: All values provided	#1-15	Trash Receptacles	EA	4	\$ 2,800.00	\$ 11,200.00
Success: All values provided	#1-16	Game Tables - 4 Seats	EA	1	\$ 2,600.00	\$ 2,600.00
Success: All values provided	#1-17	Game Tables - 3 Seats (ADA)	EA	1	\$ 2,800.00	\$ 2,800.00
Success: All values provided	#1-18	4-FT High Chain Link Fence at Tot Lot	LF	90	\$ 55.00	\$ 4,950.00
Basket Total						\$ 189,490.25

Alternate

Success: All values provided	#2-1	DEDUCT ALTERNATE NO. 2 - Game Tables (Enter NEGATIVE Value)	LS	1	\$ 4,500.00	\$ 4,500.00
Basket Total						\$ 4,500.00

Grand Total

\$ 173,990.28

NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE [Grants]

The Grantee agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the grant agreement or any subgrant agreement, contract, or subcontract, the Grantee, a subgrantee, a contractor, a subcontractor, or any person acting on behalf of the Grantee shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws, against any citizen of this commonwealth who is qualified and available to perform the work to which the employment relates.
2. The Grantee, any subgrantee, contractor or any subcontractor or any person on their behalf shall not in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any of its employees.
3. Neither the Grantee nor any subgrantee nor any contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under the grant agreement, subgrant agreement, contract or subcontract.
4. Neither the Grantee nor any subgrantee nor any contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the *Public Employee Relations Act*, *Pennsylvania Labor Relations Act* or *National Labor Relations Act*, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
5. The Grantee, any subgrantee, contractor or any subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the grant services are performed shall satisfy this requirement for employees with an established work site.
6. The Grantee, any subgrantee, contractor or any subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against any subgrantee, contractor, subcontractor or supplier who is qualified to perform the work to which the grant relates.
7. The Grantee and each subgrantee, contractor and subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal,

state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Grantee and each subgrantee, contractor and subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers' subject to *Title VII of the Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Grantee, any subgrantee, any contractor or any subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the granting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for the purpose of ascertaining compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause.

8. The Grantee, any subgrantee, contractor or any subcontractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subgrant agreement, contract or subcontract so that those provisions applicable to subgrantees, contractors or subcontractors will be binding upon each subgrantee, contractor or subcontractor.
9. The Grantor's and each subgrantee's, contractor's and subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the grant agreement through the termination date thereof. Accordingly, the Grantee and each subgrantee, contractor and subcontractor shall have an obligation to inform the commonwealth if, at any time during the term of the grant agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.
10. The commonwealth may cancel or terminate the grant agreement and all money due or to become due under the grant agreement may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the granting agency may proceed with debarment or suspension and may place the Grantee, subgrantee, contractor, or subcontractor in the Contractor Responsibility File.

Based on Management Directive 215.16 Amended (8/2/18)

