

INVITATION TO BID

The County of Carbon will receive sealed bids until 3:00 P.M., prevailing time, Monday, October 29, 2018 in the Office of the County Controller, County Administration Building, 2nd Floor, 2 Hazard Square, P.O. Box 59, Jim Thorpe, PA 18229, for the following:

Bridge #17 Guiderail Project

Contract documents and specifications may be obtained by contacting the Carbon County Purchasing Department, County Administration Building, 2nd Floor, Jim Thorpe, PA 18229, (570) 325-8988.

Addenda, if any, will be issued to only those persons whose name and address are on record as having obtained the contract documents.

A certified check or bank draft, payable to the County of Carbon, or a satisfactory Bid Bond executed by the Bidder and an acceptable surety in the amount equal to ten percent (10%) of the total bid shall be submitted with each bid.

Bids will be publicly opened and read aloud at the regular Board of Commissioners Meeting at 10:30 A.M., prevailing time, Thursday, November 1, 2018 in the Commissioners Conference Room #1, County Administration Building, 3rd Floor, Jim Thorpe, PA.

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

COUNTY OF CARBON
Wayne E. Nothstein, Chairman

Adv. _____



**PROPOSAL & CONTRACT
(WHEN EXECUTED)**

(THIS PROPOSAL INCLUDES
INSTRUCTIONS TO BIDDERS)

A. DEPOSIT OF PROPOSALS.

All envelopes containing Bid proposals shall
Be clearly marked "**CC Bridge 17 Guiderail
Project Bid Proposal**".

Sealed Proposals will be received on or before:
3:00 P.M., Monday, October 29, 2018

Bids will be opened and read at:
10:30 A.M., Thursday, November 1, 2018
Time and Date

Carbon County **570-325-3611**
County Name and Phone Number

Robert Crampsie c/o Controller's Office
County Controller

**County Administration Building, 2 Hazard Square,
2nd Floor
P.O. Box 59**
Address

Jim Thorpe, PA 18229
**Proposals must be mailed or otherwise
delivered to the above address.**

1. The contractor proposes to furnish and deliver all materials (including Form CS-4171, Certificate of Compliance, or other form pre-approved by PennDOT) and to do and perform all work on the following project as more specifically set forth in the Schedule of Prices (Attachment), in accordance with drawings and specifications on file at the **Carbon County Controller's Office** at the above address. As well as the supplements and special requirements contained herein and/or attached hereto and current PennDOT specifications (Publication 408), **bidders need to be prequalified by PennDOT (Sec. 102.01).**

2. If designated as the successful bidder, the contractor will begin work on the date specified in the notice to proceed. Or as otherwise provided in the special requirements, and will complete all work on or before **June 2, 2019**. If all work is not completed on time, liquidated damages will be assessed at the rate of **\$200.00** per additional calendar day.

3. A Bid Bond will not be required with this bid proposal. However, a Performance Bond and a Payment Bond in the amount of 100% of the Awarded Contract amount will be required within 20 calendar days of the notification of award.

B. PROPOSAL OF: _____
Name of Contractor

Address

CONTRACTOR'S CERTIFICATION

It is hereby certified as follows:

1. The only person(s) interested in this proposal as principal(s) is (are): _____

2. None of the above persons are employees of the County.

3. This proposal is made without collusion with any other person, firm, or corporation.

4. All plans and specifications referred to above and the site of the work have been examined by the contractor. The contractor understands that the quantities indicated herein are approximate and are subject to change as may be required; and that all work is payable on the basis of the unit prices listed on the Schedule of Prices (Attachment 1).

5. The contractor will comply with all requirements of the laws and implementing regulations of the Commonwealth of Pennsylvania and the United States relating to human relations, equal opportunity and non-discrimination in employment, and will pay to workmen employed in the performance of the contract the wages to which they may be entitled.

6. The contractor will provide the county with a performance bond, conditioned upon the faithful performance of the contractor in accordance with the plans, specifications and conditions thereof, and a payment bond conditioned on the prompt payment of all material furnished and labor supplied or performed in the prosecution of the work, in accordance with the Public Work's Contractors' Bond Law of 1967; and an affidavit accepting the provisions of the Workmen's Compensation Act of 1915, as amended.

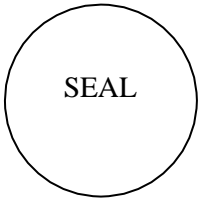
7. "The parties agree that the relationship between the Contractor and the County is one of independent contractor and not the employer/employee and that the individual employees of the Contractor who will be performing the work pursuant to this contract are not employees of the County. Contractor hereby certifies, represents and warrants to the County that all persons performing any aspect of the work pursuant to this Contract who are required to have commercial driver's license are subject to a program for drug and alcohol testing in accordance with the Omnibus Transportation Employee Testing Act of 1991 and the federal regulations adopted pursuant thereto."

Contractor

WITNESSED OR ATTESTED BY:

BY: _____
Title (Seal)

Title



TO BE EXECUTED ONLY IN THE EVENT THE ABOVE PROPOSAL IS ACCEPTED

ACCEPTED ON: _____
Date

County

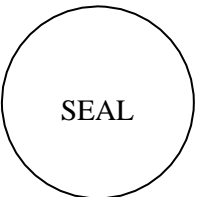
ATTESTED BY:

Title

BY: _____
Title

Title

Title



ATTACHMENT #1

County: Carbon

Municipality: Carbon County Commissioners

Project No.: 17-13000-001

THIS PORTION TO BE COMPLETED BY THE MUNICIPALITY

LOCATION OF WORK:

Carbon County Bridge No. 17 located on Township Road No. T-376 (Covered Bridge Road) in Lower Towamensing Township.

DESCRIPTION OF WORK:

Providing and installing new guiderail at all four corners of Carbon County Bridge No. 17.

ESCALATOR CLAUSE: (If adopted by the County) NONE

SCHEDULE OF PRICES

1. Item No.	2. Approximate Quantities	3. Units	4. * Description	5. Unit Price	6. Total
BASE BID STREET(S)					
1.	1	LS	Provide and install guiderail at the Northeast corner of Bridge.		
2.	1	LS	Provide and install guiderail at the Northwest corner of Bridge.		
3.	1	LS	Provide and install guiderail at the Southeast corner of Bridge.		
4.	1	LS	Provide and install guiderail at the Southwest corner of Bridge.		
*DESCRIPTION				SUBTOTAL	
				SUBTOTAL(S) FROM OTHER ATTACHMENT(S)	
				TOTAL AMOUNT OF BID	

Attachment 1-A**SPECIFICATIONS AND SPECIAL PROVISIONS TO CONTRACT MS-944
CONTAINS IMPORTANT INFORMATION FOR THE CONTRACTOR**

The Prime Contractor and Subcontractors must comply with all of the following provisions:

TRAFFIC CONTROL

- Traffic Control and Safety Devices to be provided by the Contractor. (Maintenance and Protection of Traffic to comply with current **MUTCD, PennDOT Publication 212 and PennDOT Publication 213.**)
- The Contractor may close roads where practical and must provide all road closed and detour signs as per Pub. 213.

GENERAL

- A Pre-Construction Meeting will be mandatory and the Contractor's and any Sub-Contractor's on site foreman must attend. The Contractor will schedule this meeting with the County at least five (5) calendar day prior to the start of the project.
- CS-4171 Certificate of Compliance are required for all materials.
- The Contractor shall notify the County five (5) calendar days prior to the start of the project.
- **Bidders can either be a PENNDOT Pre-qualified Prime or PENNDOT Pre-qualified Sub-Contractor and proof of pre-qualification is required. Bidders need to be PennDOT pre-qualified for Work Class Code "J" Guide Rail, Steel Median Barrier, Fence.**
- Work schedule must be coordinated with the County.
- **All work must be completed on or before June 2, 2019. After June 2, 2019, Liquidated Damages apply at the rate of \$200.00 per calendar day.**
- Excess material to be removed by the Contractor.
- County will inspect the project.
- County reserves the right to limit work completed.
- Completion of NON-COLLUSION AFFIDAVIT required.
- Incidental preparation and clean up required. (Project Construction Materials)
- Contractor is responsible for defects that occur within one (1) year of applications.
- Future award of Contracts will be based on quality of work as determined by the County.
- The successful Contractor to supply proof of CDL Drug and Alcohol Compliance prior to beginning any work.
- The successful bidder must provide a 100% Performance Bond and a 100% Payment Bond within twenty (20) days of the award of the contract.
- **Final Completion Certificate; "MS-NCP Notice of Completion" is required at the completion of the project.**

Award of the Contract Bid Items

The County intends to award the contract to one bidder; bidders need to bid on all items. Bidders must bid on documents provided by the County. The County reserves the right to accept or reject any and or all proposals or portions thereof, and to delete projects and or portions of the project depending on budgetary constraints.

Public Works Employment Verification Act

General. In accordance with Act 127 of 2012, known as the Public Works Employment Verification Act ("the Act"), effective January 1, 2013, 43 P.S. §§167.1-167.11, the Contractor shall use the Federal Government's E-Verify system to ensure that all employees performing work on the project, including subcontractor's employees, are authorized to work in the United States.

Verification Form. The Contractor shall verify the employment eligibility of each new employee hired after January 1, 2013 and submit the Commonwealth Public Works Employment Verification Form ("Form") included in the bid package attachments to the County.

Attachment 1-A (Continued)

**SPECIFICATIONS AND SPECIAL PROVISIONS TO CONTRACT MS-944
CONTAINS IMPORTANT INFORMATION FOR THE CONTRACTOR**

Contractor. Mail the Form, signed by an authorized representative of the Contractor to the County along with the Performance and Payment Bonds as specified by the contract documents. Failure or refusal to provide the Form will be considered a refusal to comply with bidding requirements, will result in rejection of the bid, and may subject the Contractor to the enforcement activities, sanctions and civil penalties specified in the Act.

Subcontractor. The Prime Contractor will obtain a Form signed by an authorized representative of any subcontractor performing work on the project, possessing sufficient knowledge to make the representations and certifications on the Form. The Prime Contractor shall submit the Form to the County prior to requesting subcontractor approval and before the subcontractor performs any work. Failure or refusal to provide the Form will be considered a refusal to comply with subcontractor approval requirements, will result in rejection of the subcontractor request, and may subject the subcontractor to the enforcement activities, sanctions and civil penalties specified in the Act. The Prime Contractor shall include information about the requirements of the Act in all subcontracts.

Department of General Services. The Department of General Services is the Commonwealth agency responsible for enforcement and administration of the Act. Please direct questions about the Act to:

Department of General Services Public Works
Employment Verification Compliance Office
Room 105 Tent Building
18th and Herr Streets
Harrisburg, PA
17125
Fax: 717-214-3669

Insurance Requirements

The awarded contractor shall purchase and maintain, at its expense, during the term of this contract and any renewals or extensions thereof, insurance issued by companies acceptable to the County. See the "Insurance Requirement" Attachment. **Carbon County** MUST be named as an additional insured on the policy and the coverage provided shall be primary and noncontributory.

Notification, Completion and Scheduling of Work

If designated as the successful bidder, the Contractor will be issued a notice to proceed. The Contractor can begin work on the date specified in the notice to proceed, or as otherwise provided for in the special requirements and all work must be completed **by June 2, 2019**. The Contractor will be responsible for informing residents and/or businesses of the intended construction start date through flyers, posters and/or telephone contacts. This notification needs to be coordinated with the Count

GENERAL DESCRIPTION OF WORK

My signature signifies that I have read and understand the above conditions and special provisions to this Contract, and by being authorized by this company to act as their authorized representative, and on their behalf hereby agree to adhere to any and all of the provisions pertaining to this Contract.

Contractor's Representative Date

Company

County's Representative Date

County

ATTACHMENT 1-B**LOCATION OF WORK
CARBON COUNTY
GUIDERAIL PROJECT****LOCATIONS AND DESCRIPTION OF WORK**

T-376 Covered Bridge Road

The Contractor may close roads where possible and set up detours. The road closures and detours must be pre-approved by the County.

The Contractor shall provide all material, labor and equipment necessary to construct new guiderail at all four corner of Carbon County Bridge No. 17.

All work shall be performed in accordance with Penn DOT Specification Form Pub. 408, Penn DOT Standard Construction Drawings RC-50M and RC-51M and Traffic Control Standard Drawing No. TC-8604, including all latest revisions, unless noted otherwise.

Type D and Type CS delineators shall be installed in accordance with the standard drawings, except the spacing shall be one of each type delineator per panel or part of panel.

All Bridge Terminal Sections (BTS) shall be secured to the existing masonry wingwalls with 7/8" bolts of sufficient length to provide threads for a full nut. The bolts shall be installed in 1" holes drilled through the entire wall thickness. Oversized washers or plates and nuts shall be used to secure the bolts. The drilling shall be done in a manner not to damage or cause spalling to the concrete.

Prior to installing any post or drilling holes for the BTS, the Contractor shall layout the guiderail at each location so that the last two (2) post, prior to the radius panel or end treatment, shall be spaced even on both sides of the vertical support of the Height Restriction Structure (HRS).

Guiderail post and offset bracket can be eliminated at all locations when the face of guiderail is less than 19" from the face of wingwall. The offset bracket can be eliminated when the face of the guiderail is less than 11" from the face of the wingwall.

Northeast Corner

Start Straight BTS 17" from end of concrete at bridge portal. The top of the BTS shall match the top of masonry wingwall.

After the BTS install two (2) panels (25') of Nested Type 31-SC Guiderail. The back face of panel at the HRS shall be 6" from the vertical support.

Then install a Type 31 Strong Post End Treatment (Turndown).

Northwest Corner

Start Straight BTS 20" from the end of concrete at bridge portal. The top of the BTS shall match the top of masonry wingwall.

ATTACHMENT 1-B (Continued)

**LOCATION OF WORK
CARBON COUNTY
GUIDERAIL PROJECT**

After the BTS install two (2) panels (25') of Nested Type 31-SC Guiderail. The back face of panel at the HRS shall be 6" from the vertical support.

Then install a radius panel with a Terminal Section. The panel radius shall be 8'6" maximum.

Southeast Corner

Start Flared BTS 2' 9" from the end of concrete at bridge portal. The top of the BTS shall match the top of masonry wingwall.

After the BTS install one (1) panel (12' 6") of Nested Type 31-SC Guiderail. The back face of panel at the HRS shall be 6" from the vertical support.

Then install a radius panel with a Terminal Section. The panel radius shall be 8'6" maximum/

Southwest Corner

Start Flared BTS 2' 3" from the end of concrete at bridge portal. The top of the BTS shall match the top of masonry wingwall.

After the BTS install one (1) panel (12' 6") of Nested Type 31-SC Guiderail. The back face of panel at the HRS shall be 6" from the vertical support.

Then install a Type 31 Strong Post End Treatment (Turndown).



PROPOSAL AND CONTRACT INSTRUCTIONS – FORM 944

1. The proposal must be typewritten or printed.
2. If more than one proposal on any project is submitted by any individual, firm or partnership, corporation or association under the same names, only one lowest proposal will be considered.
3. Description of work -----
 - A. If additional space is needed, insert appropriately numbered attachment and note “Continued on Attachment No. _____.”
 - B. Where Wearing Surfaces are a part of this Contract, Average Daily Traffic (ADT) Count or SRL determination must be included in the description.
4. Part A of Page 1 to be completed by municipality. Part B of Page 1 to be completed by contractor. Schedule of Prices – Column #1 (Item), #2 (Approximate Quantities), #3 (Unit, i.e., ton, square yard, linear feet, etc.) and #4 (Description, i.e., bituminous materials – 9.5 mm S & L, 12.5 mm Wearing, 25.0 mm Base Course, etc.) must be filled in by the municipality to insure equitable bidding. Column #5 (Unit Price), #6 (Total), and total amount of bid must be filled in by the contractor. If more space is needed, add note at bottom of the page: Continued on Attachment No. 1-A,” and add additional sheet designated as Attachment No. 1-A, 1-B, etc. Repeat for each additional sheet required.
5. If liquidated damages are to be assessed, add the following sentence to Part A #2. “If all work is not completed on time, liquidated damages will be assessed at the rate of \$ _____ 200.00 _____ per additional working day.”
6. Payment and Performance bonds are provided only by the successful bidder. Contracts in Second Class Townships - Performance Bond for Contracts up to \$10,000.00 must be not less than 10% or greater than 100% of amount of the contract to be determined by the governing body. Performance Bonds for contracts of \$10,000 or more require a bond in the amount of 100% of the amount of the contract. Payment Bonds for contracts greater than \$5,000.00 must be 100% of the amount of the contract. Contracts in First Class Townships, Boroughs and Third Class Cities - Performance Bond for contracts up to \$10,000.00 are at the discretion of the governing body and must be not less than 10% or greater than 100% of the amount of the contract. Performance Bonds for contracts of \$10,000 or more require a bond in the amount of 100% of the amount of the contract. Payment Bonds for contracts between \$1,500.00 and \$10,000.00 must be not less than 50% or greater than 100% of the amount of the contract to be determined by the governing body. Payment Bonds for contracts greater than \$10,000.00 must be 100% of the amount of the contract. Bond Forms MS-944 Attachments 2 and 3 and Workmen’s Compensation Affidavit - Attachment 4 must be submitted by the successful bidder within twenty (20) days of the contract award. Failure to submit the bonds shall constitute grounds to cancel the contract.
7. *Construction projects, where the estimated cost of the total project exceeds \$25,000, are subject to the provisions of the Pennsylvania Prevailing Wage Act 442. It is the responsibility of the county to obtain the Prevailing Wage Scale for the area and include it in the proposal. If the Prevailing Wage Act applies, this fact shall be noted in the advertisement.

On projects utilizing Federal revenue Sharing Funds, if the project cost exceeds \$2,000 and is financed with 25% or more Federal Revenue Sharing Funds, the Davis Bacon Act applies. Again it is the responsibility of the county to obtain the Davis Bacon Wage Rates, include them in the proposal and note the fact in the advertisement. If both Acts are applicable, the Davis Bacon Act has preference over the Pennsylvania Prevailing Wage Act.

*(1961, Aug. 15, P.L. 987; 43 P.S. 165)

PERFORMANCE BOND
(With Corporate Surety)

KNOW ALL MEN BY THESE PRESENTS, that we, _____
(NAME AND ADDRESS OF CONTRACTOR)

as Principal and _____
(SURETY COMPANY)

a corporation incorporated under the laws of the State of _____ as Surety
(NAME OF STATE)

are held and firmly bound unto _____ . In the full and just sum
of _____ (\$ _____) dollars

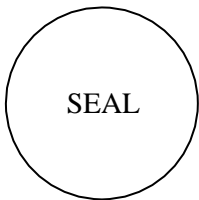
lawful money of the United States of America, to be paid to the above County or its assigns, to which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

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

NOW, THEREFORE, the condition of this obligations such that if the 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 provided, and shall well and truly, and in a manner satisfactory to the County fulfill all obligations as therein set forth, then this Obligation shall be void, but otherwise the same shall be and remain in full 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 County or the Principal to the other, shall not in any way release the Principal and 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)

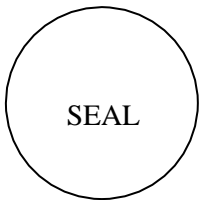


Attest / Witness

CONTRACTOR

BY: _____
TITLE

TITLE



Attest / Witness

SURETY COMPANY

BY: _____
TITLE

TITLE

KNOW ALL MEN BY THESE PRESENTS, that we, _____
of _____, as PRINCIPAL and _____
corporation incorporated under the laws of the State of _____ as SURETY, are
held and firmly bond unto the _____, in the full and just sum of
_____ (\$ _____) dollars, lawful money of the United
States of America, to be paid to the said _____ or its assigns, to which payment well and true to be made,
we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these
presents.

WHEREAS, the above bounden Principal has entered into a contract with the above county, hereinafter called
Obligee, bearing even date herewith, for the improvement of a certain section of highway or bridge in said County
consisting of: _____ for
approximately the sum of _____ (\$ _____) dollars.

NOW, THEREFORE, the condition of this obligation is such that if the above bounden PRINCIPAL shall and
will promptly pay or cause to be paid in full all sums of money which may be due to contract or otherwise, to any
individual, firm, partnership, association or corporation, for all material furnished or labor supplied or performed in the
prosecution of the work, whether or not the said material or labor entered into and became component parts of the work
and for rental of the equipment used and services rendered by public utilities in, or in connection with the prosecution of
such work, then this obligation to be void, otherwise to remain in full force and effect.

The PRINCIPAL and SURETY, hereby, jointly and severally, agree with the Obligee herein that any individual
firm, partnership, association or corporation, which has performed labor or furnished material in the prosecution of the
work as provided, and any public utility which has not been paid in full therefore, may sue in assumpsit's on this Payment
bond in his, their, or its own name and may prosecute the same to final for such sum or sums as may be justly due him,
them or it, and have execution thereon. Provided, however, that the Obligee shall not be liable for the payment of any
costs of expenses of such suit.

RECOVERY by any individual, firm, partnership, association or corporation hereunder shall be subject to the
provisions of the "Public Works Contractors' Bond Law of 1967", Act No. 385, approved December 20, 1967, P.L. 869,
which Act shall be incorporated herein and made a part hereof, as fully and completely as though its provisions were fully
and at length herein recited.

It is further provided that any alterations which may be made in the terms of the contract or in the work to be done
or materials to be furnished or labor to be supplied or performed under it or the giving by the Obligee of any extension or
forbearance being hereby waived.

IN WITNESS WHEREOF, the said PRINCIPAL and SURETY have duly executed this Bond under seal this

_____ Day of _____, 20_____.

WITNESS:

TITLE

CONTRACTOR

BY: _____
TITLE

WITNESS:

TITLE

SURETY COMPANY

BY: _____
TITLE

ANTI-COLLUSION AFFIDAVIT

County Carbon

Municipality Carbon County Commissioners

Project Number 17-13000-001

State of _____

Fed. Project No. _____
(If Applicable)

County of _____

The undersigned deponent deposes and says that he is the _____
of the _____ Company; that he is authorized to make this
affidavit on behalf of said company in compliance with Section 102.06 (e) of Department Specifications,
Publication 408, as amended and that the said company has not, either directly or indirectly, entered into any
agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in
connection with such Contract.

(Contractor)

BY

Sworn to and subscribed before me the undersigned notary public this

_____ day of _____, _____.

Notary Public

My Commission expires _____

MUNICIPALITY: Carbon County

NOTICE OF COMPLETION

IN REFERENCE TO PROJECT NO.: 17-13000-001

Name of Contractor _____

Performance of work as specified on the above numbered contract is completed and final pavement inspection has been made by the contractor and county in accordance with the terms of the contract awarded.

DATE OF AWARD: _____

Signature of County

Signature of Contractor

Both copies of this form to be filled by the Contractor-County on completion of final restoration.

THIS PORTION TO BE COMPLETED BY COUNTY

FINAL COMPLETION CERTIFICATE

By the affixing of my signature I hereby certify that final inspection has been made and all work has been performed in accordance with the above contract # and is hereby accepted by the municipality as completed.

Authorized Agent for the County

*DATE: _____

INSURANCE REQUIREMENTS

The awarded Contractor shall purchase and maintain, at its expense, during the term of this contract and any renewals or extensions thereof, the following types of insurance issued by companies acceptable to the County.

1. Workmen's compensation insurance sufficient to cover all of the employees of the contractor working to perform this contract, as required by the laws of the Commonwealth.
2. Comprehensive general liability insurance, property damage insurance, and where appropriate automobile liability insurance. The minimum amount of coverage shall be \$2,000,000.00 per occurrence for bodily injury, including death and \$2,000,000.00 per occurrence for property damage.

These coverages shall be occurrence-based. The policy shall name the County as an additional insured, the coverage provide shall be primary and noncontributory, and, shall contain a provision that the coverages afforded thereunder shall not be cancelled or changed unless at least thirty (30) days prior written notice has been given to the County.

Prior to the commencement of work, the Contractor shall provide the County with a current certificate(s) of insurance showing the required coverages and provisions.

3. Your attention is directed to the hold harmless and indemnification provision:

“The Contractor shall hold the County harmless from any indemnify the County against any and all claims, demands, and actions based upon or arising out of any activities performed by the Contractor and its employees and agents under this Contract and shall, at the request of the County, defend any and all actions brought against the County based upon any such claims or demands.”

COMMONWEALTH OF PENNSYLVANIA



PUBLIC WORKS EMPLOYMENT VERIFICATION FORM

Date _____

Business or Organization Name (Employer) _____

Address _____

City _____ State _____ Zip Code _____

____ Contractor ____ Subcontractor (Check One)

Contracting Public Body: _____

Contract/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