

Allegheny Land Trust

Pedestrian Bridge Deck Replacement and Repair

SECTION E - Contract Requirements and Bonding

Non-Collusion Affidavit (Sheet 1 of 3)

- 1 This Non-Collusion Affidavit is material to any Contract awarded pursuant to this Bid. According to the Pennsylvania Antbid-Rigging Act, 73 P.S. Section 1611 et seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with Bids.
- 2 This Non-Collusion Affidavit must be executed by the member, officer, or employee of the Bidder who makes the final decision on prices and the amount quoted in the Bid.
- 3 Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of the bid.
- 4 In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an affidavit must be submitted separately on behalf of each party.
- 5 The term "Complementary Bid" as used in the affidavit has the meaning commonly associated with that
- 6 Failure to file an affidavit in compliance with these instructions will result in disqualification of the bid.

Non-Collusion Affidavit (Sheet 2 of 3)

State of _____

County of _____

I state that I am _____ of

Title

Name of Firm

and that I am authorized to make this Affidavit on behalf of my firm, and its Owners, Directors, and Officers. I am the person responsible in my firm for the price(s) and the amount of this Bid.

I state that:

- 1 The price(s) and amount of the Bid have been arrived at independently and without consultation, communication or agreement with any other Contractor, Bidder, or potential Bidder.
- 2 Neither the price(s) nor the amount of this Bid, and neither the approximate price(s) nor approximately amount of this Bid, have been disclosed to any other firm or person who is a Bidder or potential Bidder, and they will not be disclosed before Bid Opening.
- 3 No attempt has been made or will be made to induce any firm or person to refrain from bidding on this Contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- 4 The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other non-competitive bid.

Non-Collusion Affidavit (Sheet 3 of 3)

5 _____, its affiliates, subsidiaries

Name of Firm

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

I state that _____ Understands that
Name of Firm

acknowledges that the above representations are material and important, and will be relied on by the Owner in awarding the Contract(s) for which this bid is submitted. I understand and my firm understands that any mis-statement in the Affidavit is and shall be treated as fraudulent concealment from the Owner of the true facts relating to this submission of Bids for this Contract.

Name and Company Position

Sworn to and subscribed before me this
_____ day of _____, 20_____

(Notary Public)

My Commission Expires _____

Bid Bond (Sheet 1 of 2)

Know all men by these presents, that we _____,

Bidder Firm Name

as Principal and _____,

Principal Amount Bid=

Surety

of the City of _____,

State of _____,

a corporation existing under the laws of the State of _____

and authorized to transact business in the Commonwealth of Pennsylvania, as Surety, are held and firmly bound unto The Allegheny Land Trust, hereinafter called the OBLIGEE, in the sum of 10% of the bid

\$ _____ Dollars, lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying Proposal or Bid dated _____, 20____, for:

(Title of Contract)

NOW, THEREFORE, the condition of this Bond shall be such that if the Principal, upon due acceptance of said Proposal and award of a contract to him by the Obligee, shall execute and deliver the Agreement, shall furnish to the Obligee bonds with good and sufficient surety as may be required by the Contract Documents, and shall furnish to the Obligee proper evidence of effectiveness of insurance coverage, respectfully, within the time, in the forms and the amounts, as appropriate, required by the Contract Documents, then this Bond shall be void; otherwise, this Bond shall be and shall remain in full force and effect.

The Principal and the Surety agree to pay to the Obligee the difference between the amount of said Proposal, as accepted by the Obligee, and any higher amount for which the required work shall be contracted for by the Obligee, together with any additional advertising costs, Engineer's fees, legal fees and any and all other fees and expenses incurred by the Obligee by the reason of the failure of the Principal to enter into such Agreement with the Obligee, or to furnish such Bonds, or to furnish evidence of effectiveness of such insurance coverage; provided, however, that:

Principal Amount Bid= The obligation of the Surety shall not exceed the stated principal amount of this Bond; and

- 2 If the Obligee should not procure an executed contract with any other person for the performance of the work contemplated in said Proposal, as accepted by the Obligee, upon the same terms and conditions, other than price, as provided in the Contract Documents, within the period covered by the Contract Documents, within the period covered by the Contract Documents during which no proposals of bidders may be withdrawn, whether because of the lack of other proposals, or because of the inability or refusal of any other bidder to enter into an appropriate contract, or because the cost under any higher proposal would be greater than the Obligee shall determine, in its sole discretion, that it can afford, then the Principal and the Surety agree to pay the Obligee the full amount of this Bond as liquidated damages. It is the intention of the parties hereto to be legally bound by this instrument.

Bid Bond (Sheet 2 of 2)

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals, this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

ATTEST:

(SECRETARY SIGNATURE)

(CORPORATION - CONTRACTOR)

(PRESIDENT SIGNATURE)
AFFIX CORPORATE SEAL

WITNESS

(PARTNERSHIP CONTRACTOR SIGNATURE)
AFFIX CORPORATE SEAL

BY: _____
(PARTNER SIGNATURE)
AFFIX CORPORATE SEAL

(PARTNER SIGNATURE)
AFFIX CORPORATE SEAL

WITNESS

ATTEST (PRINT)

(BUSINESS ADDRESS)

(SECRETARY SIGNATURE)

(SURETY)

(ATTORNEY-IN-FACT SIGNATURE)

Performance Bond (Sheet 1 of 2)

Know all men by these presents, that we

(NAME OF CONTRACTOR)

(ADDRESS OF CONTRACTOR)

a,

_____, hereinafter called Principal,
(CORP., PARTNERSHIP, INDIV.)

(SURETY)

(ADDRESS OF SURETY)

Hereinafter called Owner, in the penal sum of _____
dollars, \$(_____), (AMOUNT IN WRITING)

of lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

The CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____, 2____, a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall well and truly keep, do and perform each and every, all and singular, the matters and things in said contract set forth and specified to be by said Principal kept, done and performed, at the times and in the manner in said contract specified and shall pay all lawful claims of subcontractors, material, men, laborers, persons, firms, or corporations, for labor performed or materials furnished, in the performing or completing of said contract, we agreeing and assenting that this undertaking shall be for the benefit of the Obligee, and subcontractor, material, men, laborer, person, firm or corporation having a Just claim, subject to the Obligee's priority, then this obligation shall be void; otherwise the same shall remain In full force and effect; It being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

Performance Bond (Sheet 2 of 2)

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, the instrument is executed in three (3) counterparts, each one of which shall be

ATTEST:

(PRINCIPAL SECRETARY SIGNATURE)

(PRINCIPAL SIGNATURE)

(PRINCIPAL SECRETARY PRINTED)

(PRINCIPAL PRINTED)

(WITNESS AS TO PRINCIPAL)

(SURETY)

(COMPANY)

(SURETY ADDRESS)

(COMPANY ADDRESS)

(ATTORNEY-IN-FACT)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute Bond

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list and be authorized to transact business in the State where the project is located.

Payment Bond (Sheet 1 of 2)

Know all men by these presents, that we

_____ (NAME OF CONTRACTOR)

_____ (ADDRESS OF CONTRACTOR)

a, _____, hereinafter called Principal,
(CORP., PARTNERSHIP, INDIV.)

_____ (SURETY)

_____ (ADDRESS OF SURETY)

Hereinafter called Owner, in the penal sum of _____
dollars,

_____ (AMOUNT IN WRITING)

\$(_____).

of lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

The CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____, 2____, a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke repairs on machinery, equipment and tools, consumed or used in connection with the construction of such labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

Payment Bond (Sheet 2 of 2)

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right
IN WITNESS WHEREOF, the instrument is executed in three (3) counterparts, each one of which shall be

ATTEST:

(PRINCIPAL SECRETARY SIGNATURE)

(PRINCIPAL SIGNATURE)

(PRINCIPAL SECRETARY PRINTED)

(PRINCIPAL PRINTED)

(WITNESS AS TO PRINCIPAL)

(SURETY)

(COMPANY)

(SURETY ADDRESS)

(COMPANY ADDRESS)

(ATTORNEY-IN-FACT)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should
IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current
list and be authorized to transact business in the State where the project is located.

Release of Liens

Whereas, We, the Subscribers, are general or subcontractors, material-men, or other persons furnishing services or materials, as indicated under our respective signatures below, in the construction, repair or improvement of the project and have agreed to release all liens which we, or any of either of us have or might have on the said project, by reason of the materials furnished, or work performed, for erecting the same, NOW THESE PRESENTS WITNESS that we, the subscribers, for and in consideration of the Premises and of the sum of one dollar to each of us at or before the sealing and delivery hereof by the said _____ and to _____ heirs and assigns, all and all manner of Liens, claims and demands whatsoever which we, or either of us now have, or might or could have, on or against the said Premises for work done, and also for all work or material which may hereafter be done or furnished, shall or may have, hold and enjoy the said project, free and discharged from all liens, claims and demands whatsoever, which we, or any or either of us, now have, or might, or could have, on or against the same, if these Presents had not been made.

AND ALL of the subscribers to this instrument respectively warrant that all laborers employed by them upon the aforesaid project, have been fully paid and that none of such laborers have any claim, demand, or lien against said project, and further that no chattel mortgage, conditional bill of sale or retention of title agreement has been given or executed by the said Owner or any general contractor or other party or any of us, for or in connection with any material placed upon or installed on said project, by any of us, IN WITNESS WHEREOF, we have hereunto set our hands and seals on the day of the date written opposite our respective signatures.

(DATE)

(SIGNATURE / SEAL)

(DATE)

(SIGNATURE / SEAL)

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF ALLEGHENY

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SS:

on this _____ day of _____ A. D., 20____, before me the undersigned officer, personally appeared _____ who, being duly sworn, deposes and says that the persons, firms, and corporations who have executed this release of liens are all of the persons, firms, and corporations who have furnished services, labor, or materials in the construction of this project described in said release and that as of the date of this affidavit, such work has been fully completed.

Sworn to and subscribed this ____ day of _____
(NOTARY)

Certificate of Insurance for Public Liability and Property Damage

This is to certify _____ has issued to _____
(Company) (Contractor)

of the City of _____, State of _____, the

following policy or policies: Public Liability Policy No. _____,

effective on _____, and expiring on _____,

limits _____,

Property Damage, Policy No. _____,

effective on _____, and expiring on _____,

limits _____.

If at any time, this coverage is to be cancelled, the undersigned will notify the insured and

_____ in writing five (5) days prior to cancellation of policy.

(This certificate must be made by a duly authorized official of the insurance company carrying the risk, or a separate certificate of similar context executed on insurance company's standard form attached hereto).

