

HIGHSPIRE BOROUGH – Court Project

2024 38x38 Concrete Pad + Walk 4 x Approx 50

2/22/2024

Highspire Borough
Mark Stonbraker
640 Eshelman Street,
Highspire, PA 17034

Dear Mark,

Thank you for giving us the opportunity to provide pricing for concrete work at the above referenced location. We propose to furnish all necessary labor, material, equipment and supervision to perform the following scope of work as outlined below.

Scope of work #1: Excavation, Prep, Landscaping (Pad Only)

1. Excavate area 6 - 8 inches deep (exporting soil to dump site provided)
2. Place grade and compact 4 - 6 inches of 2b stone to achieve 1% slope.
3. After concrete work has been completed backfill perimeter of pad.
4. Topsoil to be used as finished top layer.
5. Seed and straw to complete this scope of work.

Scope of work #2: Excavation, Prep, Landscaping (Sidewalk)

6. Excavate area 6 - 8 inches deep (exporting soil to dump site provided)
7. Place grade and compact 4 - 6 inches of 2b stone to achieve 1% slope.
8. After concrete work has been completed backfill perimeter of walk.
9. Topsoil to be used as finished top layer.
10. Seed and straw to complete this scope of work.

Scope of work #3: Excavation, Prep, Landscaping

1. Form pad as per design (38x38)
2. Install 6x6 6 Gauge wire mesh throughout area.
3. Pour 4000 PSI concrete as per spec at 4" finished height.
4. Concrete to receive a light broom finish.



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Exclusions & Special Project Notes

- **Pricing based on scale wages.**
 - Engineering
 - Multiple mobilizations
 - Asbestos removal and disposal
 - Building permits
 - Premium working hours
 - Snow removal
 - Anything not in the above scope of work
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1. **Layout to be confirmed by borough before excavation starts.**
 2. **All rock removal if needed is an extra outside project cost billed at (T&M)**
 3. **All permits and fees are to be handled by project owner.**
 4. **Grading will only be within a 40 x 40 area and not to exceed.
Additional grading can be done at (T&M)**
 5. **Testing will be provided for the listed items.**
 6. **All engineering specs and or submittals handled by others.**
 7. **All building permits.**
 8. **Premium / off hours work.**
 9. **Snow removal of any sort.**
 10. **Anything not in the above scope of work.**

Working conditions:

- Regular work hours (6 a.m.-4 p.m.)
- Five day week; Monday through Friday

Support by others (at no cost to Houck) shall include the following:

- Parking for service vehicles
- Restroom facilities
- Temporary electric and heat
- Access to work area and storage area
- Permits and fees
- Landscaping
- Traffic control and pedestrian protection
- Weather protection
- Electric, water and usage fees



Definitions

As stated herein, the following terms should have the following meanings. "Houck" shall mean all divisions of Houck & Company, Inc./Houck Services, Inc./Houck Group, Inc. "Agreement" shall mean the included proposal, acknowledging the scope of work, attached hereto and incorporated herein.

Form of Contract

This bid is subject to acceptable terms and conditions being agreed upon; and, if they cannot, the parties agree to use the Industry Standard AIA Contract Documents, current as of the date of the Agreement.

Bid Expiration

Houck's bid and/or proposal expires thirty (30) days after the date stated on this bid/proposal unless otherwise agreed if not earlier withdrawn prior to acceptance.

Payment Terms

A thirty (30%) percent deposit is due before commencement of work if the project is greater than \$5,000 and all other invoices shall be submitted as necessary in Houck's discretion and are payable within fourteen (14) days from date of invoice. Houck will not change payment methods through email or other correspondence without express authorization. Agreement terms supersede subsequently dated purchase order terms when the purchase order is specifically for work and materials included within this Agreement. If Customer does not pay Houck through no fault of Houck within seven (7) days from the time payment should be made as provided herein, Houck may, without prejudice to any other available remedies, stop the Work until payment of the amount owing has been received. All sums when due shall bear interest at the rate of 1.5 percent per month from due date until paid or the maximum legal rate permitted by law, whichever is greater, and all costs of collection, including a reasonable attorney's fee, shall be paid by Customer. If Houck must proceed to dispute resolution to enforce its right to payment and if Houck substantially prevails on its claim for payment, then in addition to the award, judgment or verdict, Houck shall be entitled to recovery of its attorneys' fees incurred in connection therewith.

Moisture Infiltration

By acceptance of this proposal, all parties agree to indemnify and hold Houck harmless as a result of any past, current or future moisture infiltration issues. This includes, but is not limited to, water damage, air-borne contaminants, organic pathogens and mold/fungi. Furthermore, Houck's scope of work does not include the removal/eradication of air-borne contaminants, organic pathogens and mold/fungi. Houck shall be held harmless from and against any and all claims, suits or damages resulting in any way whatsoever from the air-borne contaminants, organic pathogens and mold/fungi present at the jobsite before, during and after Houck has completed its work in this contract.

Drainage

Houck shall not be liable for any claims or damages arising from or related to deficiencies in drainage. It is the Customer's responsibility to retain a licensed architect or mechanical engineer to determine and evaluate the drainage design and compliance with existing plumbing codes, including potential need for additional drains, scuppers or overflow drains, prior to commencement of work. Houck's work does not include evaluation of code compliance, existing drainage, proper location or size of roof drains, or adequacy of drainage.

Fireproofing

Houck is not liable for fireproofing that may detach, fall or spall from the underside of the roof deck or structural members during operations, including costs of clean-up and replacement of fireproofing.

Operating Electronic Equipment

Owner shall shut down cell towers, satellite dishes and any other roof-located electronic equipment that emits or receives radio frequency waves when Houck personnel are on the roof, or other areas outside of the building, so Houck will not be subject to radio frequency waves or electromagnetic radiation. Owner and its property manager shall indemnify and hold Houck and its personnel, harmless from any personal injury claims resulting from a failure by Owner to do so.

Warranty Effectiveness

Warranties provided by Houck, including manufacturer warranties, shall not be effective unless/ until Houck has been paid in full.

Asbestos

Houck is under the assumption that the existing materials being demolished, as part of this agreement, do not contain asbestos. It is the Owner's responsibility to provide documentation to Houck, prior to bidding, if the existing materials being demolished do contain asbestos.

Indemnification

Subject to any other specific provisions in this Agreement or its Exhibits to the contrary, and to the extent not covered by insurance required to be provided pursuant to this Agreement, to the fullest extent permitted by law, each party shall save, defend, indemnify and hold harmless the other, their respective agents, employees, invitees and guests, for and against any claim, bodily injury and



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property damage, damage of any other sort or type, suit, action, administrative proceeding, judgment, lien or cost, to include reasonable attorney's fees, arising out of, resulting from or occurring in connection with this Agreement but only in the event and only to the extent the party against whom indemnification is sought, by its actions or inactions legally caused such claim, damage, cost, expense, loss, suit, etc. and unless caused by the act or negligence of the party seeking indemnification to also include its employees, agents, licensees, contractors or other parties for whom it is legally responsible.

Schedule

Unless otherwise agreed to by the Parties, Houck requires reasonable lead time from the date of the receipt of this Agreement prior to Houck's commencement of its performance. This Agreement contemplates Houck's personnel working without interruption or interference. Should Houck be interrupted or delayed during its performance of the Services, the agreed job schedule will be revised accordingly, and additional charges will apply. Houck shall receive reasonable lead time to implement any agreed-upon change in the scope of work. Under no circumstances shall Houck be liable for charges for delays. All claims for losses, damages, back charges or offsets by Customer shall be promptly submitted to Houck in writing.

Material Cost Escalation

In the event of a significant delay or price increase of material, equipment or energy occurring during the performance of the Agreement through no fault of Houck, the price and schedule shall be adjusted equitably. A change in price of an item of material, equipment or energy will be considered significant when the price increases five percent (5%) between the date of the Agreement and the date of installation.

Force Majeure

If the performance of this Agreement or any obligations hereunder is prevented, restricted or interfered with by reason of earthquake, fire, flood or other casualty or due to strikes, riot, storms, explosions, acts of God, war, terrorism, or a similar occurrence or condition beyond the reasonable control of the Parties, the Party so affected shall, upon giving prompt notice to the other Parties, be excused from such performance during such prevention, restriction or interference, and any failure or delay resulting therefrom shall not be considered a breach of this Agreement.

Disputes

The parties shall attempt to settle disputes by direct discussion. If direct discussion does not resolve dispute, the dispute shall attempt to be settled through mediation according to the Construction Industry mediation Rules of the American Arbitration Association. If the matter is unresolved after mediation, the parties shall submit the matter for binding arbitration using the current Construction Industry Arbitration Rules of the American Arbitration Association.

Covenants of Subcontractor

Subcontractor warrants and represents that it has complied with and will continue to comply with throughout the duration of its performance of this Subcontract, all of the provisions of the Pennsylvania Construction Industry Employee Verification Act ("Act 75"). A verification of Subcontractor's knowledge of and compliance with all requirements of Act 75 is attached hereto as Exhibit "A." Subcontractor acknowledges that this Subcontract will terminate immediately upon any finding that Subcontractor has violated any of the provisions of Act 75. In the instance of termination of this Subcontract because of Subcontractor's violation of any of its obligations under Act 75, Subcontractor shall be deemed to have materially breached this Subcontract and shall bear all costs arising therefrom, including Contractor's attorneys' fees.

Affirmative Action

Houck Services, Inc. and Houck & Company, Inc. are Affirmative Action contractors. By conducting business with us, if applicable, this contractor and subcontractor shall abide by the requirements of 41 C.F.R. 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.



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