

SECTION 1.0 INSTRUCTIONS TO BIDDER

1. Sealed bids will be received through mail or hand delivered to the Borough of Lincoln located at 45 Abe's Way, Elizabeth, PA 15037 until 12:00 p.m., Tuesday, September 8, 2020. Bids will be opened at 12:05 at the same location as drop off.
2. Bids must be submitted in duplicate in a sealed enveloped marked "RESIDENTIAL SOLID WASTE COLLECTION BID."
3. Bidders must submit bids for all required services in order to be considered unless otherwise instructed.
4. Any bidder may withdraw his/her bid at any time prior to the scheduled opening time for the bids.
5. Each proposal shall be made on the attached Bid Form, which shall be signed, with the full name of each proprietorship, partnership, or corporation submitting it. The bid of a proprietorship shall be signed by the owner; or partnership by one of the general partners; a corporation by a duly authorized officer thereof stating his/her title. The complete mailing address and telephone number must be stated.
6. Each bidder shall, on separate sheet, provide a statement of the bidder's financial condition and a list of the equipment the bidder will commit for use to fulfill the provisions of these specifications. Included in the list will be the model, year, and type of equipment.
7. Each bidder shall provide a list of three (3) references of municipal contracts for solid waste collections that they have serviced within the last three (3) years from the local/Pittsburgh area. If no such contracts exist, the bidder must provide at least three (3) references from the closest municipalities served.
8. Each bidder shall, on an attached sheet, provide a description of his or her Solid Waste, operations.
9. Each bidder shall, on an attached sheet, provide a list of charges for additional service requested by the Borough of Lincoln.
10. Each bidder shall submit a comprehensive list of all primary and secondary landfills, to be utilized through the life of the contract and any contingency plans in the event such facilities are closed. All landfills used by haulers must be approved and/or permitted by the applicable federal, state, and local authorities.

11. A performance bond or escrow in lieu of a performance bond acceptable to the Borough of Lincoln will be required from the successful bidder as described in Paragraph 6 of the Bid Form.
12. The Borough of Lincoln may make any investigation of a bidder, as it deems necessary to determine the ability of a bidder to perform the work. Bidders shall furnish information regarding their qualifications upon the reasonable request of the Borough of Lincoln. The Borough of Lincoln reserves the right to reject any bid if the evidence submitted by, or other investigation of, the bidder fails to satisfy the Borough of Lincoln that the bidder has the proper qualifications to perform the work in accordance with the Contract Agreement.
13. It is the intent of the Borough of Lincoln to award the Contract Agreement to the lowest responsible bidder provided the bid has been submitted in accordance with the requirements of the bidding documents. However, the Borough of Lincoln reserves the right to accept the bid which, in the Borough of Lincoln's judgment, is in the best interest of and most advantageous to the Borough of Lincoln. The Borough of Lincoln reserves the right to waive irregularities, technicalities, informalities, discrepancies, or other minor deviations from the bid documents; reject any or all bids or to require that bids shall hold firm and may not be withdrawn for up to sixty (60) days after the bid opening date, and to award the bid which it deems is in the best interest of the Borough of Lincoln. The Borough of Lincoln will reject a bid not accompanied by a Bid Bond, as required by paragraph 14 below, or by other data required by the Bidding Documents; to reject a bid, which is in any way incomplete or irregular; or to re-bid the work later if all bids are rejected.
14. Each bid must be accompanied by a bid bond equal to ten (10) percent of the first year in the form of a certified check, a cashier's check, or bond payable to the Borough of Lincoln. All such bid bonds or checks will be returned to the respective unsuccessful bidders within sixty (60) days after the bids are opened, but in no event before a contract is executed with the successful bidder. The bid bond of the successful bidder will be returned to the Contractor when the Contract is executed and a satisfactory performance bond is delivered to the Borough of Lincoln.
15. Should the successful bidder fail or refuse to provide the performance bond and the executed Contract Agreement required within ten (10) working days after the Contractor has received notice of acceptance of his bid, he shall forfeit to the Borough of Lincoln the bid bond deposited with his bid as liquidated damages for such failure or refusal.
16. All changes in specifications as herein set forth will be by written addendum only. No oral changes are authorized and all communications shall be acted upon as the sole responsibility of the bidder. All questions regarding the specifications shall be directed in writing to the Lincoln Borough Council at 45 Abe's Way no later than ten (10) days prior to the date of opening of bids.

SECTION 2.0 SCOPE OF SERVICES

The solid waste collections service shall conform to all Borough ordinances regarding solid waste and the following specifications or better. This document along with instructions to bidder become part of the contract.

1. **Residential Dwelling Unit** - is defined as any single home, two family unit, four family unit, all condominiums up to four units per building, and all apartment complexes up to four units per building.
2. **Curb Collection** - The Contractor shall provide solid waste, collection removal and disposal service to all residential dwellings (including duplexes) within the Borough limits. There shall be once a week collection of solid waste from the curb of the premises. On collection days, all refuse containers and items of refuse shall be placed cub side. The Contractor will not be required to collect refuse from the inside of the buildings.
3. **Collection Vehicles** – Lincoln Borough has many dead-end roads. The following dead-end roads shall be serviced by a small can truck, specifically Coursin Road, Deer Lane, Fuehrer Drive, Spring Lane, Beverly Lane, Lorry, Yough Road and Linden. All other dead-end roads will be serviced by a small can truck or smaller garbage vehicle acceptable to the Borough, and shall be required to back up the road to prevent damage to the road from attempting to turn the vehicle around at the dead-end. Contractor is to furnish the necessary vehicles for Borough roads for the collection of solid waste in non-leaking vehicles provided with tops or coverings to guard against spillage, and shall conceal said contents from view; said vehicles to be kept covered or closed at all times except when being loaded or unloaded.
4. **Definitions** - Whenever the terms “solid waste,” is used in these specifications, it shall be construed as follows:
 - ◆ **Solid Waste:** All semi-solid and solid waste, rubbish, garbage & trash. Solid waste shall not include dead animals, animal parts, and household hazardous waste such as wet paint, pesticides, strong clean air agents, tires, auto batteries, and combustibles of all kinds. Solid waste shall not include ashes stored in ash pits, parts of trees, bushes, and soil, mortar, plaster, concrete, bricks, stone, gravel, sand and all waste or leftover materials resulting from grading, excavation, construction, alteration, repair or demolition of buildings, structures, walls, roofs, roads, streets, walks or other facilities and such items of rubbish whose weight, size, dimension, and shape require more than one man for removal.

- ◆ Yard waste means yard waste that will fit in a lidded trashcan or biodegradable paper bag. Yard waste includes grass clippings, leaves, vines, hedges and shrub trimmings, tree trimmings, and tree limbs. Residents may bundle limbs with twine or rope (bundle dimensions must not exceed 4-feet in length and 18-inches in diameter.) Yard waste does not include dirt or rocks.
 - ◆ Large Household Items means those items other than normal household trash including, but not limited to: appliances and furniture. Specifically excluded are concrete and bricks, vehicle parts, tires, abandoned cars and car parts, whole trees, and construction materials. One large item per week is required to be collected as part of the solid waste collection services and is included in the bid specifications.
5. **Special Pick-Ups** - shall be defined as large household items as defined above and any other items that cannot be disposed of at landfills, not including hazardous waste. Property owner must schedule the pick-up with the Contractor with at least 48 hours notice, prior to pick-up.
 6. **Christmas tree Disposal** - The Contractor will be required to pick up Christmas trees at the curb during the month of January on the resident's regular yard waste collection day.
 7. **Holiday Schedule** - No collections shall be required on the six annual legal holidays. Each pick-up day of the holiday week after the holiday will be serviced one day late. The Contractor shall provide to the Borough of Lincoln a list of the recognized holidays.
 8. **Collection Routes** - The Contractor shall further establish routes for the collection of solid waste, yard waste. The Contractor's collection schedule and collection routes shall be filed with the Lincoln Borough Secretary's Office.
 9. **Borough of Lincoln Owned Facilities** - The Contractor will be required to provide solid waste collection services to all Borough of Lincoln owned facilities at no additional cost to the Borough of Lincoln. These collections will be considered incidental to the contract. This service will include the providing of two 2-cubic yard, or larger, container at each location outlined below.
 - The Lincoln Municipal Building;
 - The Bellebridge playground;
 - The Lincoln Borough Social Hall – just pick up services only. It is not required to provide a container (They have own container). Said trash containers will be emptied once per week, or as requested by the Borough of Lincoln. Any new

facilities constructed or purchased during the duration of the contract shall be provided the same service.

- The Borough will need two 30-yard dumpsters donated for the day of our Municipal Clean up. They will be delivered to place of choice by the Borough and picked up within 48 hours of call for pickup.

10. **Collection Days** – The preferred collection day is Monday, which is the current collection day. Any alternate collection days proposed must be specified in the Contractor’s bid and shall be³ subject to approval by the Borough.

11. **Collection Times** - No collection shall be made before 6:00 a.m. or after 6:00 p.m., except by express authorization of the Borough of Lincoln. No collections shall be made from any type of premises on Sundays. Saturdays will only be allowed for missed pick-ups and holiday weeks as described above.

12. **Cleanliness** - In the collection of solid waste, the Contractor and its employees shall not permit any solid waste to fall to the ground during curb side collections, fall from collection vehicles or otherwise be placed or scattered upon any public place, or private street, alley, or drive, and agrees to replace any receptacle, can or lid damaged by it or its employees and upon collection leave the premises in a neat and clean condition. Contractor will not be allowed to transfer solid waste from truck to truck in residential areas except where small can trucks identified in Paragraph 3 above are utilized in certain areas of the Borough and need to dispose their loads into a larger vehicle. If an unsightly or unsanitary condition results from an action of the Contractor, the Contractor shall respond within four (4) hours of receipt of the complaint and address the complaint to the satisfaction of the Borough.

13. **Billing** - The Contractor shall be responsible for the billing and collection of all fees for solid waste collection and disposal services provided to residential, commercial, institutional or industrial sources within the Borough, including all costs associated with any necessary enforcement proceedings at the Magistrate or further court action. The Contractor shall be required to provide notice to the Borough, on a monthly basis, of any person or business within the Borough whose collection services have been discontinued for lack of payment.

- The Contractor shall provide for the option of quarterly or yearly billing with it being the owner’s choice if billed to owner or to tenant.
- The Contractor understands they can only bill for homes that are occupied. There will be no billing for vacant properties which the Borough has certified are vacant.

14. **Contractor's Supervisor.** The Contractor's supervisor must be accessible via a cell phone between the hours of 6:00 a.m. and 4:00 p.m. on days when collections are made in the Borough. The cell phone number shall be available to the Assistant Secretary of the Borough for direct contact but not for use by the public.
15. **Customer Service Standards** - All complaints received by the Contractor or Borough of Lincoln before 1:00 p.m. shall be resolved by 6:00 p.m. on the day the complaint is received. All complaints received after 1:00 p.m. shall be resolved by noon the next day. The Contractor shall maintain a daily log of all complaints received and time that complaint was resolved. The Contractor shall provide this report to the Borough if requested.
16. **Insurance** - The Contractor shall provide a certificate of insurance which shall cover each vehicle used in the work covered by this agreement. The amount of such complete comprehensive general liability insurance shall not be less than \$1,000,000 single limit coverage. In addition, the Contractor shall carry Worker's Compensation Insurance in such amount as is prescribed by the statutes of the State of Pennsylvania. The insurance shall be maintained in full force and effect during the term of this contract. Such insurance policy or policies shall be filed with the Borough of Lincoln together with the certificate of the insurer that the policy or policies are in full force and effect and that same will not be altered, amended, or terminated without sixty (60) days prior written notice having been given to the Borough of Lincoln. All certificates of insurance shall specifically list the Borough of Lincoln as an additional insured with respect to the policies related to the specifications and the Contract Agreement. The successful bidder shall, within ten (10) days of notification that the Contract has been awarded, furnish certificates to Lincoln Borough evidencing the Contractor's compliance with the provisions of this Paragraph.
17. **Laws** - The Contractor will be required to (1) comply with the provisions of Pennsylvania Statutes Ann. 16 P.S. Section 5175 et seq, as amended, relating to the transportation and disposal of garbage; (2) obtain all licenses and permits and comply with all ordinances as provided in Borough Code of Ordinances to the extent that they are not inconsistent with the provisions of the Contract and specifications; (3) comply with all ordinances and regulations of Allegheny County, and any rules and regulations issued by the State of Pennsylvania; and (4) comply with all ordinances and resolutions of other municipalities through which the Contractor's trucks and other equipment must travel.
 - i. All municipal waste collected within the Borough shall be disposed only at a landfill cited in the Allegheny County Solid Waste Plan – 1990 or any subsequent revision thereto, and each bidder must submit with its bid a certified copy of its authorization which permits its method of disposal.

- ii. Any trucks or other vehicles used for the collection and transportation of municipal waste must comply with the requirements of Act 97, and any Department regulations adopted pursuant to Act 97, and must be licensed by the Allegheny County Health Department.
- iii. All collection vehicles conveying domestic waste and garbage shall be watertight and suitably enclosed to prevent leakage, roadside littering, attraction of vectors, the creation of odors, and other nuisances.
- iv. Collection vehicles for rubbish and other non-perishable solid waste shall be capable of being enclosed or covered to prevent roadside litter and other nuisances.
- v. All solid waste shall be collected and transported to prevent public health hazards, safety hazards, and nuisances.
- vi. All solid waste collection vehicles shall be operated and maintained in a clean and sanitary condition

Ordinances, which govern the collection and disposal of solid waste and rubbish from residential units, have been enacted by Lincoln Borough. Those Ordinances shall be made part of these Specifications. Copies of the Ordinances may be obtained from the Borough Secretary.

18. **Effective Date** - The Effective date of this Agreement will be October 1, 2020 and will expire on September 30, 2023, subject to three more one (1) year option periods. Contractor shall be responsible for notifying the residents of the terms of this agreement.

19. **Indemnification** - The Contractor shall indemnify and hold harmless Lincoln Borough against and from all suits or actions of any kind and description brought against Lincoln Borough, or any of its officers, agents or servants and also from damages and costs to which it, they, or any of them may be put by reason of injury to the person or property of any other, resulting from negligence or carelessness, or otherwise, in the performance of the Contractor's obligations under the Contract, or from any defective or improper vehicles used in the Contractor's performance of the same. Any person or persons under the direction or control of the Contractor or its agents, servants, or any person or persons performing the

duties of the Contractor, which arise pursuant to the Bid Specifications or the Contract, shall be deemed to be employees of the Contractor.

20. **Assignment** - When the Contract is entered into, it shall not be assigned, transferred, or set over to any other person or persons, firm or firms, corporation or corporations, without the written consent of Lincoln Borough, and any party assuming the direction of the work, or taking part therein, shall be considered as an employee under these Specifications, and if such an assignment does occur without the written consent of Lincoln Borough, it shall be sufficient cause for the immediate cancellation of the Contract by Lincoln Borough, who may thereupon employ the necessary labor to perform the work, or re-advertise and re-let the work, at the expense of the offending Contractor and its sureties. Any Contract or Contract options which arise pursuant to bids submitted in accordance with these Specifications shall not be assigned, sold, transferred, or set over to any other person or persons, firm or firms, corporation or corporations, without the written consent of Lincoln Borough.

21. **Contractor Default** - Any violation of these Specifications shall be sufficient cause for the immediate cancellation of the Contract by Lincoln Borough, who may thereupon obtain the necessary equipment, employ the necessary labor, and otherwise proceed to perform the work under the Contract, and/or advertise and re-let the work, all at the expense of the offending Contractor and its surety.

22. **Acceptance of Option Year Bids** – By June 30 of each year preceding an Option Year, the Contractor shall provide Lincoln Borough with its proposal collection rates for the upcoming Option Year. Lincoln Borough will notify the Contractor in writing no later than July 31 of each year preceding an Option Year of Lincoln Borough’s acceptance or rejection of the option to continue the Contract through the next Option Year, which shall be at the bid price submitted by the Contractor pursuant to this Paragraph.

SECTION 3.0 **PENALTIES AND FINES**

- a) The Contractor shall pay as liquidated damages in the amount of Five Hundred Dollars per day for failure to comply with the provisions of the contract for service.

- b) In addition to the provisions of the Performance Bond, if the Contractor fails to service the Borough on a timely basis, the Contractor shall forfeit payment for services not performed unless remedied to the satisfaction of the Borough or caused by an act of God.

- c) Should Contractor miss the collection of any of the services from a customer and fail to resolve the complaint in the period required by Section 2.0, Paragraph 15, of the Specifications, then a credit of Five Dollars per missed service shall be credited on the next bill.

- d) In the event of an emergency or failure by the Contractor to be able to adequately perform residential waste collection services, the Contractor shall immediately contact the Assistant Secretary of the Borough. If a live voice-to-voice conversation is not

possible, the Contractor shall contact the Police Department or the police provider for the Borough of Lincoln. The Contractor shall follow the instructions of the Borough of Lincoln to insure the public health, safety and welfare of the Borough of Lincoln.

- e) Non-Performance Activity and Penalty per Incident:
- Violation of safety rule or procedure - \$100.00
 - Incomplete collection of daily routes - \$250.00 plus – (when 5 or more homes on a given street or route are not collected, an additional assessment of \$10.00 per home will be instituted)
 - Garbage spills and broken glass that is not cleaned up – \$100.00 (each occurrence to be considered a separate violation)
 - Garbage liquid/effluent spillage onto streets - \$250.00
 - Spillage of petroleum and/or related products onto streets – up to \$1000.00 depending on severity of spill
 - Failing to properly tag and identify the reason why a resident’s refuse was not collected - \$200.00
 - Failing to empty any or all of the dumpsters as specified by Lincoln Borough - \$200.00
 - Blocking a driveway or not returning empty cans where homeowners placed them originally - \$10.00
 - Discourteous service and unprofessional conduct - \$100.00

SECTION 4.0

SOLID WASTE EQUIPMENT AND EXPERIENCE QUESTIONNAIRE

IN ACCORDANCE WITH THE SPECIFICATIONS, EACH BIDDER SHALL ANSWER THE FOLLOWING QUESTIONS. ALL QUESTIONS MUST BE ANSWERED OR THE BID WILL NOT BE ACCEPTED. INCLUDE ATTACHMENTS WHERE APPLICABLE.

1. A. Number of solid waste collection vehicles presently owned by our organization.

- B. Name of insurance carrier _____
- C. Amount of insurance on each vehicle _____
- D. Name of body manufacturer _____
- E. Capacity _____
- F. Gross Vehicle Weight _____
- G. Year manufactured _____
- H. Years of actual service _____
- I. Present condition _____

- J. Type of body _____
 - K. Method of cleaning vehicle _____
 - L. Will men be uniformed (Yes or No) _____
 - M. Office available to administer and receive calls relative to collection
(Yes or No) _____ Phone No. _____
- 2.
- A. Will new collection vehicles be purchased for this contract _____?
 - B. Type of body _____
 - C. Capacity _____
- 3.
- A. Location of the sanitary landfill owned by or available to your organization

 - B. Approved by the State of Pennsylvania and/or County (Yes or No) _____
Approval of Permit Numbers _____
 - C. Approved and licensed by (Municipality) _____
 - D. Total number of acres of landfill _____
 - E. Number of years operating _____
 - F. Total number of unfilled acres _____
 - G. Estimated duration of the landfill _____
 - H. Type of cover material _____
 - I. Number and type of equipment used at the landfill _____

 - J. Type of refuse accepted _____
 - K. Serving what Municipalities _____

4. A. How many years' experience as a Contractor has your organization had _____
- B. In what Municipalities or for what major client's _____
- _____
- _____
- _____
5. If a corporation, state:
- A. Date when organized _____
- B. Under the laws of what state organized _____
- C. What was the 2019 liquidity ratio for the corporation (current assets/current liabilities)
- _____
- D. Names of officers/titles _____
- _____
- _____
6. From what municipalities have you had collection contracts, which required the removal and disposal of solid waste? Name each municipality _____
- _____
- _____
7. Have you failed at any time to complete a contract? If so, with what municipality and state circumstances. _____
- _____
- _____
8. Have any of your partners, or any officers of your corporation failed to complete a contract?
- If so, state the name of the individual and municipality and give reason therefore. _____
- _____
- _____
9. Did your organization, or any member of it, withdraw your or his bid when you were the lowest bidder on a municipal contract? _____
10. Have any liens of any kind been filed against any of your contracts? Give details _____

11. List the name, address, and telephone number of the surety (bonding) company, which agrees to furnish you with a Performance Bond as set forth in the advertisement and specifications of the work.

Name	Address	Phone No.
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12. Are there any unsatisfied judgments recorded against you, your partnership, or any member of it; against your corporation? _____

13. If so, give the name and address of each judgment creditor and the amount of each judgment.

14. Signature of responsible officer _____

Print Name and indicate Title: _____

SECTION 5.0

CONTRACTOR'S NON-COLLUSION AFFIDAVIT

STATE OF _____

SS

COUNTY OF _____

_____, Contractor, being first duly sworn, deposes and says that:

(1) He/She is submitting a bid to Lincoln Borough for a project known as _____;

(2) He/She is (owner, partner or officer) of _____;

(3) This business is (check one): (a) single proprietorship _____, (b) a partnership _____, (c) a corporation _____ organized in the State of _____, or (d) other (explain) _____;

(4) The names and titles of the owner, partners or officers are:

(5) The names of all other persons, both natural and corporate, having a substantial interest in the undersigned and the nature of interest are (if none, so state):

(6) The names and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are (if none, so state):

(7) Said contractor avows this bid proposal in not a collusive or deceptive proposal:

	(Signed)
_____, Notary	(Title)
Subscribed and sworn to before me	(Date)
this ____ day of _____, 20____	
My commission expires	

SECTION 6.0

PROPOSED WASTE COLLECTION CONTRACT

CONTRACT FOR WASTE COLLECTION

AN AGREEMENT made and entered into this ____ day of _____, 2020, by and between the Borough of Lincoln, a municipal corporation of the Commonwealth of Pennsylvania, hereinafter referred to as "Municipality",

AND

_____, whose address is _____, hereinafter referred to as "Contractor".

WITNESSETH:

WHEREAS, the Municipality, a municipal corporation organized and existing under the laws of the Commonwealth of Pennsylvania, enacted an Ordinance to safeguard the public health in said Municipality by regulating the collection and disposal of solid waste, and rubbish in compliance with the Acts of General Assembly in such cases made and provided; and

WHEREAS, pursuant to the terms and provisions of said Ordinance, the governing body of said Municipality exercised its option to bid for services under the Borough's specifications for the

collection, removal and disposal of solid waste, rubbish, household rubbish, and e-waste/hazardous household waste within the geographical limits of said Municipality; and

WHEREAS, pursuant to the terms and provisions of said Ordinance and upon advertising for bids, the proposal of Contractor was accepted by the governing body of said Municipality for collection, removal and disposal services for solid waste, rubbish, recyclable materials, bulky items, and white goods under the terms of the Township's bid specifications; and

WHEREAS, under and by virtue of a motion of the Governing Body of said Municipality duly passed at a meeting thereof, with a quorum being present, said Contractor was granted the exclusive right to collect solid waste, yard waste and large household items within the geographical limits of said Municipality and the appropriate officers of said Municipality were authorized and directed to cause to be prepared and executed a contract with said Contractor for a term of October 1, 2020 to September 30, 2023 with three (1) one year Option Years, incorporating therein said Ordinance and the Borough's specifications; and

NOW THEREFORE, the parties intending to be legally bound hereby, mutually agree as follows:

1. That Lincoln Borough's bid documents including: public advertisement, instructions to bidders, scope of services, penalties and fines, equipment and experience questionnaire, non-collusion affidavit, and a completed copy of the bid form be made part of the Contract. Said documents are incorporated herein and attached hereto as Exhibit "A".
2. Pursuant to Paragraph 6 of the Bid Form and Paragraph 11 of the Instructions to Bidders of the Lincoln Borough Bid Specifications, a copy of the required Performance Bond will be issued to the Municipality by the Contractor at the required amount of 100% each year of the Contract, and be filed with the Municipality within ten (10) calendar days after receipt of the notice that the Contract has been awarded.
3. Pursuant to Paragraph 16 of the Scope of Services of the Borough of Lincoln Bid Specifications, Contractor will provide a certificate of insurance outlining the General Liability Insurance Coverage, Workers' Compensation, and all other required insurance and any insurance deemed necessary in the operation of collection, removal, and disposal of solid waste and rubbish. Said Insurances must be kept up to date and must include Lincoln Borough as an additional insured, and certificates of said insurance must be filed with Lincoln Borough within ten (10) calendar days after receipt of the notice that the Contract has been awarded.
4. All other provisions are outlined in the Lincoln Borough Bid Documents and Specifications, attached hereto as Exhibit "A", and any other items not included in the body of this contract.
5. By signing this Agreement, all parties agree to the scope of work and conditions affecting the total cost of the work and understand the provisions outlined in Lincoln Borough's specifications and Contractor agrees to furnish all labor, equipment, materials, and services required to perform and complete the Contract as described in the Bid Documents and agreed upon with Lincoln Borough for the unit prices in accordance with the Lincoln Borough Bid Documents and Specifications.

IN WITNESS WHEREOF, Lincoln Borough, by virtue of a Motion duly passed by its Council, has caused this Contract to be signed and executed in the name of Lincoln Borough and the corporate seal of Lincoln Borough to be affixed hereto and attested to by its Borough Secretary; and the Contractor has caused this instrument to be executed the day and year first above written.

ATTEST:

BOROUGH OF LINCOLN

Jamie Leber, Borough Secretary

By: _____
Mark Betzner, President

ATTEST:

[CONTRACTOR]

By: _____
