

CONTRACT AGREEMENT

CITY OF HAZLETON

DIAMOND FIRE STATION NO. 2 FIRST FLOOR WALL REPAIR PROJECT

THIS AGREEMENT is made this ____ day of _____, 2026, by and between:
CITY OF HAZLETON, 40 North Church Street, Hazleton, Pennsylvania 18201 ("City");

and

("Contractor")

WHEREAS, the City solicited bids for the Diamond Fire Station No. 2 First Floor Wall Repair Project; and

WHEREAS, Contractor submitted the bid determined by the City to be the lowest responsible bid; and

WHEREAS, the City desires to retain Contractor to perform the work described in the Contract Documents.

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

1. CONTRACT DOCUMENTS

The Contract Documents consist of the Invitation to Bid, Instructions to Bidders, Bid Proposal Form, Contractor Qualification Statement, Technical Specifications, Exhibits, Prevailing Wage Determination, Addenda, Contract Agreement, and all documents incorporated therein by reference.

In the event of conflict, the provisions of this Agreement shall control.

2. SCOPE OF WORK

Contractor shall furnish all labor, materials, equipment, supervision, tools, transportation, and incidentals necessary to complete the Diamond Fire Station No. 2 First Floor Wall Repair Project in accordance with the Contract Documents.

3. CONTRACT PRICE

The City shall pay Contractor the sum of:

\$_____ subject to approved change orders.

4. TIME OF PERFORMANCE

Contractor shall commence work upon receipt of a written Notice to Proceed issued by the City. Contractor shall substantially complete all work within _____ calendar days following issuance of the Notice to Proceed.

5. PAYMENT

Contractor may submit monthly applications for payment for work completed.

The City shall have the right to inspect the work prior to payment.

Final payment shall not be due until:

- A. The work has been completed;
- B. The work has been accepted by the City;
- C. All punch list items have been completed;
- D. Required closeout documents have been submitted.

The City may withhold payment for defective work, incomplete work, disputed claims, or failure to comply with the Contract Documents.

6. CHANGES IN WORK

The City may authorize additions, deletions, or modifications to the work by written Change Order.

No additional compensation shall be due unless authorized in writing by the City before the work is performed.

7. INSURANCE

Prior to commencing work, Contractor shall provide certificates evidencing:

Commercial General Liability Insurance: \$1,000,000 per occurrence
Automobile Liability Insurance: \$1,000,000 combined single limit
Workers' Compensation Insurance: Statutory Limits
Employer's Liability Insurance: \$500,000

The City of Hazleton, its officers, employees, and agents shall be named as additional insureds.

8. PERFORMANCE AND PAYMENT BONDS

Prior to commencement of the Work, Contractor shall furnish a Performance Bond and a Labor and Material Payment Bond, each in an amount equal to one hundred percent (100%) of the Contract Price. The bonds shall remain in effect until final completion and acceptance of the Work.

9. PREVAILING WAGE

Contractor shall comply with all applicable requirements of the Pennsylvania Prevailing Wage Act and shall maintain records required by law.

10. INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless the City of Hazleton, its elected officials, officers, employees, agents, and representatives from and against any claims, damages, losses, liabilities, costs, and expenses, including reasonable attorney's fees, arising out of or relating to the Contractor's performance of the work, except to the extent caused by the sole negligence of the City.

11. SAFETY

Contractor shall be solely responsible for jobsite safety and shall comply with all applicable federal, state, and local safety requirements.

12. WARRANTY

Contractor warrants all labor and materials for a period of one (1) year following final acceptance by the City.

13. DEFAULT

If Contractor fails to perform the work in accordance with the Contract Documents, the City may provide written notice specifying the default.

If Contractor fails to cure the default within ten (10) days after receipt of notice, the City may terminate this Agreement and complete the work by other means.

Any additional costs incurred by the City shall be recoverable from Contractor.

14. TERMINATION FOR CONVENIENCE

The City may terminate this Agreement at any time upon written notice.

In such event, Contractor shall be compensated only for work satisfactorily completed through the date of termination.

15. GOVERNING LAW

This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

Venue for any action arising from this Agreement shall lie exclusively in the Court of Common Pleas of Luzerne County, Pennsylvania.

Contractor shall comply with all applicable Commonwealth of Pennsylvania grant requirements, including any nondiscrimination and contract provisions required by the Commonwealth Financing Authority or the Department of Community and Economic Development.

16. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and may be modified only by written instrument signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

CITY OF HAZLETON

By: _____
Name: _____
Title: _____
Date: _____

ATTEST: _____

CONTRACTOR

By: _____
Name: _____
Title: _____
Date: _____