

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
BUREAU OF FACILITY DESIGN AND CONSTRUCTION
HARRISBURG, PENNSYLVANIA

CONTRACT NO. FDC-450-4345.1

AGREEMENT

THIS AGREEMENT made and entered into this 7th day of October, 2011, A.D., by and between the COMMONWEALTH OF PENNSYLVANIA, DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES, party of the first part, hereinafter called the "DEPARTMENT", and LOFTUS CONSTRUCTION, INC., 1903 TAYLORS LN, CINNAMINSON, NJ 08077, party of the second part, hereinafter called the "CONTRACTOR."

WITNESSETH:

In consideration of the mutual undertakings, covenants and agreements, hereinafter stipulated to be kept and performed, the parties hereto, intending to be legally bound hereby, agree as follows:

Article 1 – The CONTRACTOR agrees, at its own sole cost and expense, to perform all the labor and services, and furnish all the materials, except as otherwise noted in the Specifications, plant and equipment necessary to complete, and to complete in a good, substantial, workmanlike and approved manner, the following:

BRIDGE REPLACEMENT
STRUCTURE NO. 2470
FERRY STREET OVER DELAWARE CANAL
DELAWARE CANAL STATE PARK
NEW HOPE BOROUGH
BUCKS COUNTY, PENNSYLVANIA

The CONTRACTOR further agrees to complete the work within the time hereinafter specified, and in accordance with the terms, conditions and provisions of this Contract, and of the instructions, orders and directions of the DEPARTMENT made in accordance with the Contract.

Article 2 – The CONTRACTOR agrees to begin work within ten (10) days after receipt of notice to start work, unless such time is extended in writing by the DEPARTMENT. The tenth day after receipt of such notice shall be the official starting date. The CONTRACTOR further agrees to prosecute the work with speed and diligence so as to ensure the completion within Two Hundred Forty (240) calendar days after the official starting date, of which time is of the essence of this Agreement.

Extension of Time: The DEPARTMENT reserves the right to extend the termination date of the contract. Such an extension of time will be granted by the DEPARTMENT when the circumstances presented by the CONTRACTOR for the extension request in the DEPARTMENT's sole discretion appear sufficient to justify the DEPARTMENT in granting the CONTRACTOR's request, e.g. circumstances are beyond the CONTRACTOR's control. When the DEPARTMENT agrees to a CONTRACTOR's request for an extension of time, the amount of additional time allowed will be determined by mutual agreement of the parties with the final decision resting with the DEPARTMENT. The agreement for the extended term will not require a formal amendment; but may be accomplished by written notification, acknowledged by the authorized signature of all the contracting parties.

Article 3 – The DEPARTMENT agrees to pay and the CONTRACTOR agrees to accept, as full compensation, satisfaction and discharge for all work done and all materials furnished, whether mentioned in the following schedule or not, and for all costs and expenses incurred and damages sustained, and for each and every matter, thing or act performed, furnished or suffered in the full and complete performance and completion of the work of the Contract in accordance with terms, conditions and provisions thereof and of the instructions, orders and directions of the DEPARTMENT thereunder, except extra work which shall be paid for as provided in Section 6.7 of the *General Conditions for Construction (2005 Edition)*, as herein defined and except as in the contract otherwise specifically provided, the following unit or lump sum prices, to wit:

SCHEDULE OF CONTRACT PRICES

No.	ITEM Description	APPROX. QUANTITIES	UNIT	UNIT PRICE	TOTAL
1.	Local Housing Inspections	JOB	JOB	Lump Sum	\$ 10,000.00
2.	Mobilization and Demobilization	JOB	JOB	Lump Sum	\$ 50,000.00
3.	Maintenance and Protection of Traffic	JOB	JOB	Lump Sum	\$ 5,000.00
4.	Demolition	JOB	JOB	Lump Sum	\$ 50,000.00
5.	Utility Relocation	JOB	JOB	Lump Sum	\$ 40,000.00
6.	Clearing and Grubbing	JOB	JOB	Lump Sum	\$ 30,000.00
7.	Excavating, Backfilling, & Compacting	JOB	JOB	Lump Sum	\$ 125,000.00
8.	Temporary Excavation Support and Protection System	JOB	JOB	Lump Sum	\$ 280,000.00
9.	Geosynthetic Clay Liner	26	S.Y.	\$125.00	\$ 3,250.00
10.	Rock Protection	33	C.Y.	\$125.00	\$ 4,125.00
11.	Dewatering	JOB	JOB	Lump Sum	\$ 7,500.00
12.	Erosion and Sediment Pollution Control	JOB	JOB	Lump Sum	\$ 7,500.00
13.	Bituminous Paving	322	S.Y.	\$110.00	\$ 35,420.00
14.	Grade Adjust Existing Manhole Cover	JOB	JOB	Lump Sum	\$ 750.00
15.	Slotted Storm Drain	JOB	JOB	Lump Sum	\$ 1,000.00
16.	Towpath Reconstruction	110	S.Y.	\$25.00	\$ 2,750.00
17.	Sign and Pavement Markings	JOB	JOB	Lump Sum	\$ 3,000.00
18.	Reconstruct Stone Masonry Walls	JOB	JOB	Lump Sum	\$ 10,000.00
19.	Brick Patio Restoration	JOB	JOB	Lump Sum	\$ 7,500.00

ITEM		APPROX.		UNIT	TOTAL
No.	Description	QUAN-TITIES	UNIT	PRICE	
20.	Sidewalk Detectable Warning Surface, Cast Iron	24	S.F.	\$65.00	\$ 1,560.00
21.	Temporary Access Stairs	JOB	JOB	Lump Sum	\$ 7,500.00
22.	Fence Modification	JOB	JOB	Lump Sum	\$ 4,000.00
23.	Plain and Reinforced Concrete Structures:				
	A. Class C Cement Concrete	24	C.Y.	\$200.00	\$ 4,800.00
	B. Class A Cement Concrete	351	C.Y.	\$650.00	\$ 228,150.00
	C. Class AA Cement Concrete	14	C.Y.	\$2,000.00	\$ 28,000.00
	D. Class AAA Cement Concrete	70	C.Y.	\$1,100.00	\$ 77,000.00
24.	Stone Facing	1,572	S.F.	\$115.00	\$ 180,780.00
25.	Steel Bridge Beams	JOB	JOB	Lump Sum	\$ 225,000.00
26.	Timber Bridge Railing	116	L.F.	\$200.00	\$ 23,200.00
27.	Wood Railing:				
	A. Type 1	33	L.F.	\$250.00	\$ 8,250.00
	B. Type 2	17	L.F.	\$250.00	\$ 4,250.00
28.	Wood Stairs	JOB	JOB	Lump Sum	\$ 6,000.00
29.	Decorative Timber Truss	JOB	JOB	Lump Sum	\$ 20,715.00
TOTAL AMOUNT OF CONTRACT					\$ 1,492,000.00

Article 4 – In case of default in completing the whole work to be done under this Contract within the time herein specified, including such extensions, if any, as may have been granted in accordance with Section 4.2 of the *General Conditions for Construction (2005 Edition)* entitled “Extension of Time” the CONTRACTOR hereby agrees to pay to the party of the first part the sum of Five Hundred Dollars (\$500.00) per day, not as a penalty but as liquidated damages, for each and every calendar day thereafter until the work shall have been entirely completed. The party of the first part shall have the right to deduct such liquidated damages from any moneys due or to become due to the CONTRACTOR, and the amount, if any, still owing after such deductions shall be paid on demand by the CONTRACTOR or its surety. Payment of such liquidated damages shall not relieve the CONTRACTOR or its sureties from any other obligation under the Contract, but shall be additional thereto.

Article 5 – If the CONTRACTOR shall fail to comply with any of the terms, conditions, provisions or stipulations of the Contract according to the true intent and meaning thereof, then the party of the first part may avail itself of any or all remedies provided in its behalf in the Contract, and shall have the right to proceed in accordance with the provisions thereof.

Article 6 – It is hereby agreed by the parties of this Agreement that the following exhibits, Numbers 1 and 2, attached hereto are made a part hereof, and exhibits Numbers 3, 4, and 5, although not attached hereto are made a part hereof by reference hereto, and all shall constitute integral parts of said Agreement, the whole to be collectively known and referred to as the Contract:

1. The Agreement Form, Pages 1 to 9 inclusive;

2. Bonds, including Performance Bond, Material and Labor Bond, and Maintenance Bond Pages CB-1 to CB-4 inclusive;
3. Bid Documents, including the Bid Instructions, Bid Form, Special Requirements, Signatures, Prevailing Minimum Wage Rates, all pertaining to Contract File No. FDC-450-4345.1.
4. *General Conditions for Construction (2005 Edition)*;
5. Contract drawings, numbered, titled, and approved, as set forth below:

<u>Drawing No.</u>	<u>Title</u>
G1	Cover Sheet
R1	Roadway Notes and Details
R2	Roadway Plan- Existing
R3	Roadway Plan- Proposed
R4	Roadway Profile
ESC1	Erosion and Sediment Pollution Control Plan- Notes
ESC2	Erosion and Sediment Pollution Control Plan- Details
ESC3	Erosion and Sediment Pollution Control Plan- General Plan
D1	Detour Plan
S1	Single Span Composite Steel I-Beam Bridge General Plan
S2	Single Span Composite Steel I-Beam Bridge Stake-Out Plan & General Notes
S3	Single Span Composite Steel I-Beam Bridge Quantities and Bridge Ratings
S4	Single Span Composite Steel I-Beam Bridge Abutment 1- Plan
S5	Single Span Composite Steel I-Beam Bridge Abutment 1- Elevations & Sections
S6	Single Span Composite Steel I-Beam Bridge Abutment 1- Footing Plan & Sections
S7	Single Span Composite Steel I-Beam Bridge Abutment 2- Plan & Elevations
S8	Single Span Composite Steel I-Beam Bridge Abutment 2- Footing Plan & Sections
S9	Single Span Composite Steel I-Beam Bridge Railing & Stair Details
S10	Single Span Composite Steel I-Beam Bridge Framing Plan & Bearing Details
S11	Single Span Composite Steel I-Beam Bridge Beam Details
S12	Single Span Composite Steel I-Beam Bridge Slab Plan
S13	Single Span Composite Steel I-Beam Bridge Typical Section & Details
S14	Single Span Composite Steel I-Beam Bridge Decorative Timber Truss Details
S15	Single Span Composite Steel I-Beam Bridge Reinforcement Bar Schedule (1)
S16	Single Span Composite Steel I-Beam Bridge Reinforcement Bar Schedule (2)

Article 7 – The CONTRACTOR agrees to furnish proper bonds as provided in Section 3.9 of the *General Conditions for Construction (2005 Edition)* and all provisions of Sections 903 and 904 of the CPC (62 PA C.S. 903 and 904) subject to the satisfaction and approval of the DEPARTMENT, conditioned upon the faithful performance of the Contract and the prompt payment for all material furnished and labor supplied or performed in the prosecution of the work.

Article 8 – The CONTRACTOR covenants and agrees to remedy, without cost to the DEPARTMENT, any defects which may develop within one year from date of completion and acceptance of the work performed under this Contract, provided said defects, in the judgment of the DEPARTMENT, are caused by defective or inferior materials or workmanship.

Article 9 – In the hiring of employees for the performance of work under the Contract of any Subcontract, no Contractor, Subcontractor, or any other person acting on behalf of the Contractor or Subcontractor, shall by reason of gender, race, creed or color discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates. No Contractor or Subcontractor or any person on their behalf, shall in any manner discriminate against or intimidate any employee hired for the performance of work under the Contract on account of gender, race, creed or color. The Contract may be cancelled or terminated by the Department, and all money due or to become due under the Contract may be forfeited for a violation of the terms or conditions of this portion of the Contract.

Article 10 – The CONTRACTOR, Sub-Contractor, or any person in its behalf, shall carry out the provisions of Section 1 of the Act of August 1, 1975 (P.L. 233, No. 921, 51 PA C.S.A. 7106), which concerns the giving of preference to honorably discharged persons, who have served in the armed forces of the United States during any war or armed conflict, in determining who shall be employed on public work, which Act in part provides:

“Whenever the COMMONWEALTH issues specifications for the construction, alteration or repair of any public works, such specifications shall include a provision under which the CONTRACTORS and Sub-Contractors shall agree to give a preferential rating similar to that given by this COMMONWEALTH, as herein provided, to any soldier making application for employment upon such public works.”

Article 11 – The CONTRACTOR agrees to abide and be bounded by the laws of the COMMONWEALTH relating to and regulating the hours and conditions of employment by Act of Assembly in such case made and provided.

Article 12 – All claims, disputes, questions, or other matters which the Contractor may have against the Department under this Contract, which have not previously been resolved, will be heard at a Pre-Claim Hearing by the Secretary or his/her designee. The Department will render its determination in writing following the conclusion of the Pre-Claim Hearing. The Department will send notice of the decision to the Contractor via registered mail, including informing the Contractor of the decision, the reasons for the decision, and its right to review the decision.

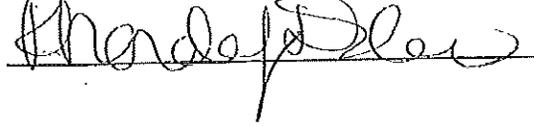
Article 13 – This Contract may at any time be terminated and cancelled by the DEPARTMENT in whole or in part, or the operations hereunder suspended for such time as is deemed necessary for its best interests, and in such event the CONTRACTOR shall be awarded such compensation as, in the DEPARTMENT's judgment, is fair and reasonable, but not including any anticipatory profits for work which has not been performed.

Article 14 – The CONTRACTOR, Sub-Contractor and all persons acting in its behalf shall comply with all applicable anti-pollution statutes, rules and regulations.

Article 15 – This Contract shall be binding on the parties hereto, their heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, The Contracting Officer, by authority in him vested, has hereunto subscribed his name on behalf of the Commonwealth of Pennsylvania, Department of Conservation and Natural Resources and the said corporation through Kevin J. Loftus its duly authorized agent so to do has affixed its corporate seal, duly attested by the signature of its duly authorized officers, the day and year first above written.

ATTEST:



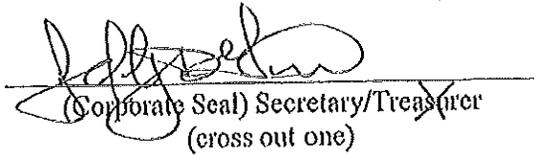
COMMONWEALTH OF PENNSYLVANIA



Alfred Uzokwe, P.E.
Director

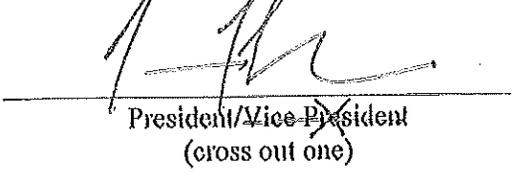
Bureau of Facility
Design and Construction
Department of Conservation and
Natural Resources

ATTEST:


(Corporate Seal) Secretary/Treasurer
(cross out one)

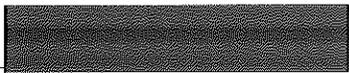
Jeffrey Given, PE
Typed/Printed Name

LOFTUS CONSTRUCTION, INC.

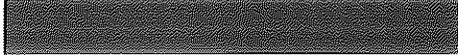

President/Vice President
(cross out one)

Kevin J. Loftus
Typed/Printed Name

Vendor Number: 116189

FUND COMMITMENT NO. 

I approve this contract and hereby certify
that funds in the amount of \$1,492,000.00
are available under Account Code:



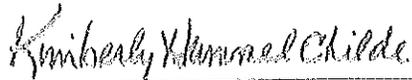
WBS Element No. 

Approved as to legality and form

APPROVED:

PRE-APPROVED 7K211-9-29-88
Office of Attorney General


Comptroller 11/3/11

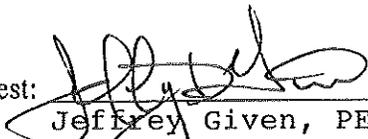

Chief Assistant Counsel
Department of Conservation and
Natural Resources

**CONSENT TO EXTENSION OF
THE TIME FOR EXECUTING CONTRACT
AND ISSUANCE OF NOTICE TO PROCEED**

The CONTRACTOR hereby agrees that if they do not return the Contract and Bonds, properly executed, to the Department of Conservation and Natural Resources, in Harrisburg, Pennsylvania, within ten (10) days after receipt of the documents, an equivalent period of time beyond the ten (10) days shall be added to the sixty (60) day time limit for execution of the Contract pursuant to Act No. 1998-57.

LOFTUS CONSTRUCTION, INC.

Witness/Attest:



Jeffrey Given, PE
Secretary



Kevin J. Loftus
President

(Corporate seal where applicable)

Date 10/7/11

AFFIDAVIT RE

ACCEPTING PROVISIONS OF THE WORKMEN'S COMPENSATION ACT

State of New Jersey

County of Burlington

Kevin J. Loftus
(Name of officer, if corporation)

President
(Title of officer, if corporation)

Kevin J. Loftus, President, being duly sworn according to law, deposes and says they have accepted the provisions of the Workmen's Compensation Act of 1915 of the Commonwealth of Pennsylvania, with its supplements and amendments and have insured liability thereunder in accordance with the terms of said Act with Travelers Property Casualty Co. of America Company.
(Workmen's Compensation Insurance Company)

LOFTUS CONSTRUCTION, INC.


Kevin J. Loftus, President

Sworn to and subscribed before me this 7th day of October, A.D., 2011.



Karen Mary Semko

Notary Public

My Commission Expires 10/25/12