

**NEW HOPE BOROUGH  
BID SPECIFICATIONS  
NEW HOPE BOROUGH PARKS LANDSCAPE  
UPKEEP AND MAINTENANCE PROGRAM  
2026**

**FEBRUARY 11, 2026**

## **INSTRUCTIONS TO BIDDERS**

### **1) BID CALL**

Fixed price bid proposals signed under seal, executed and dated, will be received at the office of the Borough Manager, New Hope Borough, 123 New Street, New Hope, Pa. 18938 on or before 11:00 A.M. local time on Friday, March 6, 2026.

### **2) INTENT**

a. The intent of this request is to receive fixed price bid proposals from qualified applicants for the provision of New Hope Borough Parks Landscape Upkeep and Maintenance in the Borough of New Hope, Bucks County, Pennsylvania for stipulated price remuneration in accordance with the Bid terms and conditions as fully set forth below.

b. This contract will commence on April 1, 2026 and terminate on November 30, 2026. Payment for work shall be made via eight (8) monthly payments on or about the fifteen (15<sup>th</sup>) of each month from May 15, 2026 through December 15, 2026.

### **3) QUALIFICATIONS OF BIDDER**

a. In order to be considered, Bidders must have a proven record for the services tendered with a minimum of three (3) years' experience.

b. All personnel assigned to duties under the Contract shall be employed by the Bidder (not a sub-contractor of the Bidder), and properly trained and qualified for the work being carried out.

### **4) BID EVALUATION**

Evaluation will take into account all relevant legal, technical and financial matters. The contract will be awarded to the lowest responsible bidder, based upon total cost, and evaluation of experience, qualifications and training and licensing,, wages, overhead and benefits, tools and equipment, consumable materials, vehicles and fuel, and costs for normal supplies such as fertilizers, insecticides, weed treatments, etc. The contract may be awarded on the basis of the Bid.

### **5) CONTRACT AWARD**

The Contract will be considered at the March 17, 2026 public meeting, or at a subsequent public meeting, of the New Hope Borough Council. The Council's public meetings start at 6:30 P.M. and are held at the New Hope Community Room, located at 125 New Street in New Hope.

## **AGREEMENT / BID DOCUMENTS**

### **6) THE AGREEMENT**

The AGREEMENT is the undertaking of the parties to perform their respective duties, responsibilities, and obligations as prescribed in the Bid Specifications and Contract Documents and collectively represents the entire agreement between the parties. The Agreement supersedes all prior negotiations, representations or agreements, either written or oral, including the bidding documents. The Agreement may be amended only in writing and as provided in the General Conditions of the Contract.

## 7) CONTRACT DOCUMENTS

The Contract Documents consist of the executed Agreement between the Owner and Contractor, the General Conditions of the Contract, Definitions, Maintenance Specifications, the Indemnity Agreement, including amendments thereto incorporated before the execution of the Agreement, and subsequent amendments thereto made pursuant to the provisions of the Agreement and agreed upon between the parties.

## 8) ADDENDA

Addenda may be issued during the Bid Period. All Addenda become part of the Contract Documents. Bidders must include costs in the Bid Price. Clarifications requested by Bidders must be in writing, received by the Borough not less than five (5) days before the date set for receipt of Bids. No request for additional information will be received less than five (5) days before the date set for receipt of the bids. The reply will be promptly provided in writing and a copy of which will be forwarded to each bidder with the Borough as having Contract Documents. No other interpretation or explanation shall be valid. Information obtained from any other source is not official and may be inaccurate and therefore not binding upon the Borough. Bidders must sign Addenda and include a copy in the Bid envelope.

## PROJECT SITE ASSESSMENT

### 9) SITE ASSESSMENT

Bidders must visit the project sites listed below and become familiar with the surroundings and scope of work before submitting a Bid. **Weather permitting, all bidders must attend the mandatory project site assessment to be conducted on Thursday, February 26, 2026 commencing at 9:00 am**, originating at Borough Hall, 123 New Street, New Hope, PA, (Borough Hall). Bidders should contact Mr. Matt Decker, Director of Public Works, at 215-862-3031 for any questions on this meeting. The project sites are listed below.

- a. Ferry Landing Park at the Delaware River and East Ferry Street
- b. New Hope Visitors' Center at South Main Street and East Mechanic Street
- c. Lenape Park at the southwest corner of the intersection of Bridge Street and Stockton Ave
- d. North Main Street Parking Lot (general maintenance)

**The failure of a bidder to attend the Project Site Assessment shall result in disqualification of the bid.**

## **BID SUBMISSION**

### 10) SUBMISSIONS

Bidders shall be solely responsible for the delivery of their Bids in the manner and time prescribed. Submit two (2) copies of the executed Bid on forms provided, signed and sealed in an envelope, clearly identified with the Bidder's name, project name and the Owner's name on the outside.

**NOTE: BIDS MUST BE SUBMITTED ON THE ENCLOSED FORMS. NO FAX, ELECTRONIC, OR TELEPHONE BIDS WILL BE ACCEPTED.**

## **BID ENCLOSURES**

### 11) BID BOND / BID SECURITY.

The bid shall include a bid bond or certified check ("Bid Security") guaranteeing that the winning bidder will timely execute the required Contract. The Bid Security, payable to the "Borough of New Hope", shall be in the amount of **ten-percent (10%)** of the bid amount. In the event the winning bidder does not timely execute the required contract, the Bid Security shall be forfeited to the Borough.

### 12) PROOF OF INSURANCE.

The bid shall include a copy of the bidder's current Certificate of Liability Insurance showing proof of current insurance for Commercial General Liability, Automobile and/or Truck / Fleet Coverage Liability, and Workers' Compensation and Employers' Liability as required in section 26 within the **GENERAL CONDITIONS** below governing INSURANCES AND LIABILITY. Within 20 days after the Contract is awarded, the Winning Bidder shall resubmit proof of then current insurance for the above referenced liabilities, and in no event shall work under the contract commence without proof that the winning bidder is covered by the required insurance for the whole of the contract period.

### 13) REFERENCES

Bid shall be accompanied by a minimum of three (3) client references listing projects of similar scope and value. This list shall include the names of contact persons for reference purposes.

### 14) BID SIGNING

The bid shall be signed and dated by the Bidder.

## **BID DURATION, ACCEPTANCE and REJECTION**

### 15) DURATION OF OFFER

Bids shall remain open to acceptance and shall be irrevocable for a period of ninety (90) days after the Bid Closing Date.

### 16) ACCEPTANCE and REJECTION OF OFFER

The New Hope Borough reserves the right to accept or reject any or all bids in whole or in part, to waive any informality in any bid, to eliminate or reduce items or quantities, and to exercise its judgment as to the comparative merits of the products or services offered.

**BID FORM**

Date: \_\_\_\_\_

Bid Submitted by: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

Email: \_\_\_\_\_

Fixed Price Bid Amount: \$ \_\_\_\_\_

Bid for: LANDSCAPE UPKEEP AND MAINTENANCE PROGRAM

New Hope Borough, 123 New Street, New Hope, Pennsylvania 18938

Attention: Peter Gray, Borough Manager

1. Having carefully examined the facilities and all conditions affecting the proposed work, as well as the Contract Documents, including Instructions to Bidders, General Conditions of the Contract, Maintenance Specifications, and Indemnity Agreement prepared for this project, WE, THE UNDERSIGNED, hereby offer to furnish all necessary labor and everything else required to perform in a satisfactory manner all services designated by these documents for the above stated sum.

2. We have included:

- a) a list of references as requested.
- b) proof of qualifications (written statement from Bidder).
- c) Bid Security
- d) Proof of Insurance

3. We undertake, if awarded the Contract, to make available for the Work all necessary equipment, supplies and personnel and shall not make any alterations therein without written consent of the Borough of New Hope.

4. Our Bid shall remain open for acceptance for ninety (90) days after the closing date of Bids.

5. Within twenty (20) days of written acceptance of the Bid by New Hope Borough, we shall provide written acknowledgement along with a proposed list of qualified personnel and equipment for the performance of the work, the Performance Security (Performance Bond or certified check) and Payment Bond, and satisfactory Proof of Insurances required under the General Conditions of the Contract.

6. We recognize the right of the Borough of New Hope to reject any and all Bids and/or to waive any informality in any or all Bids.

7. We understand that our Bid will be subject to rejection unless it is prepared in strict accordance with all the documents mentioned above, without the use of substitutions.

8. Valuation and certification of change in work will be governed by the General Conditions of the Contract.

9. We confirm that the fixed price bids herein include and not be limited to wages, overhead and benefits, traveling costs, tools and equipment, consumable materials, plantings, mulch and other like-kind materials, vehicles and fuel, insurance premiums, and all other charges involved in the complete performance of services, as defined.

BID FORM

Name of Bidder: \_\_\_\_\_

Dated: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

NAME AND TITLE: \_\_\_\_\_

WITNESS: \_\_\_\_\_

## AGREEMENT

This Agreement made in duplicate on the \_\_\_\_ day of \_\_\_\_\_ in the year 2026 by and between \_\_\_\_\_ herein (and in the General Conditions of the Contract) called the "Contractor" and the Borough of New Hope, Bucks County, Pennsylvania, called "Borough."

WITNESSETH: That the Contractor and the Borough for the considerations hereinafter indicated undertake and agree as follows, intending to be legally bound:

ARTICLE I. The General Conditions of the Contract, Maintenance Specifications, and Indemnity Agreement, are to be read herewith and form part of this present Agreement as fully and completely to all intents and purposes as though all the stipulations thereof had been embodied herein.

ARTICLE II. The Contractor undertakes and agrees:

a. to provide all personnel, equipment and materials and to perform all work described in the BID SPECIFICATIONS NEW HOPE BOROUGH PARKS LANDSCAPE UPKEEP AND MAINTENANCE PROGRAM; and

b. to do and fulfill everything indicated by, and in full performance of, this Agreement, the General Conditions of the Contract, Maintenance Specifications, the Indemnity Agreement, and any Addenda if applicable, which compliance shall be required of Contractor's legal successors, if any.

ARTICLE III. The Borough undertakes and agrees:

a. to pay the Contractor, upon submission and approval of monthly invoices in accordance with sub-paragraph b. below, for performance of the Agreement \_\_\_\_\_ dollars (\$\_\_\_\_.), payable in equal monthly installments (eight (8) total payments), starting on or about the fifteen (15<sup>th</sup>) day of May of 2026 and continuing on or about the fifteen (15<sup>th</sup>) day of each month thereafter with the final payment being made of the fifteenth day of December of 2026; and

b. to make payments on account thereof when the Borough is satisfied that payments are due to the Contractor for the work completed as required in accordance with section 32.

ARTICLE IV. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements or stipulations of this Agreement, the Borough shall have the right to terminate this Agreement.

ARTICLE V. The Contractor and the Borough recognize that supply chain issues and/or demand may impact the availability of, and the Contractors ability to obtain, certain of the trees, bushes, flowers and other plantings identified and listed in the Maintenance Specifications and site-specific works, and/or such other planting and beautification supplies required for the timely performance of the Contractors work. Contractor and the Borough therefore agree that Contractor shall utilize its best efforts to timely secure the required supply and in the event of a delay, shall timely notify Mr. Matt Decker, Director of Public Works, at 215 862 3031, to discuss and seek amicable resolution of supply issues subject to the approval of the Borough Manager.

ARTICLE VI. If and whenever the Borough desires to give notice to the Contractor under or in connection with this Agreement or the General Conditions of the Contract, such notice will be effectively given if sent by Registered Mail to the Contractor and will be considered as having been so given at the time of the deposit thereof in the Post Office.

ARTICLE VII. In the event the Borough is required to engage legal counsel in order to enforce any provision of this Agreement, the Borough shall be entitled to seek recovery of attorneys' fees and cost incurred for any enforcement process.

ARTICLE VIII. This Agreement shall be governed by and construed in accordance with applicable laws of the Commonwealth of Pennsylvania, and every action or other proceeding arising hereunder shall be determined exclusively by a state or magistrate court of competent jurisdiction solely in the County of Bucks, Pennsylvania, and shall not be subject to removal to Federal Court.

IN WITNESS THEREOF the parties hereto have executed this Agreement in the day and year first above written.

SIGNED, SEALED AND DELIVERED in the presence of

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
New Hope Borough

## GENERAL CONDITIONS

### 17) CONTRACT DOCUMENTS

a. The Contract Documents consist of the Instructions to Bidders, Bid Form, Agreement, Addenda (if any), General Conditions of Contract, Maintenance Specifications, and Indemnity Agreement, including all modifications thereof incorporated in the documents before their execution.

b. The Agreement shall be signed in duplicate by the Borough and the Contractor after all conditions of the Bid have been met.

### 18) PERMITS

Contractor shall obtain and pay for all permits, registrations, licenses and fees required by the Borough and shall give all notices necessary for the lawful performance of the Work.

### 19) PERFORMANCE

a. The Contractor shall perform the Work as an independent contractor and not as an employee or agent of the Borough of New Hope. The Contractor shall have exclusive and complete control over its employees or agents, and shall be solely responsible for their acts and omissions. The Contractor shall pay all payroll taxes and other related costs such as Social Security, Medicare, Workmen's Compensation Insurance, etc.

b. For the duration of the contract, the winning bidder shall comply with all statutes and laws, and implement and follow all regulations, of the Commonwealth of Pennsylvania and of the United States of America, regarding human relations, equal opportunity, and nondiscrimination in employment, and shall timely pay to its workers employed in the performance of the contract the full wages and benefits to which they are entitled.

c. The Contractor shall organize and schedule its performance of the Work so as to comply at all times with the Noise Ordinance of the Borough and the directives of Borough officials. All work should be performed between the hours of 7 am and 7 pm Monday thru Saturday, excluding the Federal Holidays as noted in the Ordinance. The federal holidays are: New Year's Day, Birthday of Martin Luther King, Jr., Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day.

### 20) PERFORMANCE BOND / PERFORMANCE SECURITY

Within twenty (20) days after the contract is awarded, the winning bidder shall provide the Borough of New Hope with a Performance Bond or certified check ("Performance Security"), conditioned upon the faithful performance of the contract in accordance with the bid specifications and conditions thereof. The Performance Security, payable to the "Borough of New Hope", shall be in the amount of **one-hundred percent (100%)** of the contract. The failure of the winning bidder to timely submit the Performance Security shall constitute grounds to cancel the contract.

## 21) PAYMENT BOND

Within twenty (20) days after the contract is awarded, the winning bidder will provide the Borough of New Hope with a payment bond, conditioned on the prompt payment of all material furnished and labor supplied or performed in the prosecution of the work. The payment bond, payable to the "Borough of New Hope", shall be in the amount of **fifty percent (50%)** of the contract amount. The failure of the winning bidder to timely submit the performance bond or certified check shall constitute grounds to cancel the contract.

## 22) PROTECTION OF PROPERTY

Contractor shall protect all property and contents belonging to the Borough of New Hope and to third parties at the work sites and shall indemnify, defend and save harmless the Borough of New Hope from and against all loss, costs, damages, expenses, suits, claims and demands in respect thereof as set forth in the Indemnity Agreement incorporated herein by reference.

## 23) SUSPENSION OF WORK

The Borough of New Hope, without vitiating or voiding the Agreement, may alter, in whole or in part, the Work by giving written notice to Contractor.

## 24) TERMINATION

The Borough of New Hope shall have the right to provide ten (10) days written notice to the Contractor to terminate the Agreement as to all or any part or parts of the Work not timely completed or not completed in accordance with the Maintenance Specifications, without being subject to claims for damages for such termination.

## 25) PAYMENT

a. Payments to the Contractor shall be made in accordance with ARTICLE III. a. of the AGREEMENT.

b. The acceptance of the Contractor of the final payment under the Agreement shall operate as, and shall be, a release to the Borough of New Hope and its agents, employees, officials, and council, from any and all claims of and liability to the contractor for anything done in relation to this Agreement.

## 26) INSURANCES AND LIABILITY

a. Contractor shall provide "Comprehensive General Liability" Insurance covering commercial general liability, premises, operations, products and completed work. Extensions of coverage shall include Broad Form Property Damage on an occurrence basis, Blanket Contractual Liability, and non-owned automobile liability. This insurance shall have limits of not less than \$1,000,000 per occurrence. The Borough of New Hope shall have no liability to, and no coverage under its insurance for, the Contractor in carrying out Contractor's work.

b. Contractor shall provide Automobile and/or Truck / Fleet Liability Insurance with a limit of \$1,000,000 combined for any one occurrence including personal injury, loss of life and property damage or loss.

c. The Contractor shall provide proof of Workers' Compensation and Employers' Liability Insurance, as required by the Commonwealth of Pennsylvania.

d. The Borough of New Hope shall be named as an additional Named Insured on all of the above coverages and shall be expressly listed as an Additional Named Insured of the Policy Declaration Sheet(s) and Certificate(s) of Liability Insurance, as well as a Certificate Holder.

e. All insurance shall be maintained in full force during the performance of the Work.

f. All insurance policies shall contain an article to provide that the insurance shall not be cancelled or changed in any way without thirty (30) days' notice sent by registered mail to: New Hope Borough, 123 New Street, New Hope, Pa. 18938, Attn: Borough Manager.

g. Before Contractor commences performance of its work in any manner, copies of all proofs of insurance as set forth above shall be provided via registered mail to the New Hope attention Borough Manager at the address set forth in vi. above.

## 27) PROTECTION OF PROPERTY

a. The Contractor shall maintain adequate protection of the Borough's property from all damage or injury arising in connection with this Agreement. He or she shall make good any such damage or injury.

b. The Contractor and its employees shall exercise due care in parking vehicles and equipment in a manner that will not interfere with the normal use of driveways and streets by property owners and visitors.

## 28) LAWS AND REGULATIONS

a. The Contractor shall keep itself fully informed of all laws and regulations that may affect the Work and all rules and regulations of any authority or agency having jurisdiction or authority over the same.

b. The Work to be performed by the Contractor shall be in compliance with all laws (federal, state and municipal) in effect and which may become effective before completion of the Agreement, including the New Hope Borough Noise Ordinance.

c. If any discrepancy or inconsistency should be discovered in the Agreement in relation to any law, the Contractor shall forthwith report the same to New Hope Borough.

## 29) GOVERNING LAW

The Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without the application of conflicts of law principles, and every action or other proceeding arising hereunder shall be filed solely within, and determined exclusively, the Court of Common Pleas of Bucks County, Pennsylvania, Civil Trial Division and shall not be subject to removal to Federal Court.

## 30) CHANGES AND EXTRA WORK

The Borough of New Hope may at any time, without invalidating the Agreement, make changes in the Agreement and may require the Contractor to perform changes and/or extra services. Before any work is commenced, such changes and/or extra work shall be authorized by a written change order specifying the basis of compensation to be paid to the Contractor. The value of any changes shall be determined in one or more of the following ways:

a) by estimate and acceptance in lump sum;

b) by unit prices agreed upon, or

c) by cost and percentages or by cost and a fixed sum. The Contractor shall supply vendor receipts for all materials and supplies resulting from Changes and Extra Work authorized by the Borough. Contractor invoices for Changes and Extra Work shall state the actual cost of the materials and supplies and shall show the agreed upon unit prices and/or the approved percentage markup or fixed sum.

## MAINTENANCE SPECIFICATIONS

### 31) GENERAL

This section of the Specifications outlines the technical requirements for the proper performance of maintenance of flowerbeds, flowers, trees, shrubs, ornamental foliage, and the general appearance of the facilities. Work shall not include maintenance of any irrigation systems or ponds. All work shall be of the highest standard and shall be performed by experienced personnel.

### 32) SCOPE OF WORK

a. All Work shall be performed on a periodic basis, as follows.

i. A complete spring-cleaning, as defined in this Section 32, b. i through iii, shall be completed, by April 15th.

ii. A complete late-summer cleaning in September, as defined in this Section 32, b. I through iii, shall be completed by September 30<sup>th</sup>.

iii. A complete late-summer cleaning in October, as defined in this Section 32, b. I through iii, shall be completed by October 31.

iv. A complete fall cleaning and pruning of dead materials, as defined in this Section 32, b. i through iii, shall be completed between November 4 and November 8.

v. All sites shall be maintained as described in this Section 32 b. i through iii, once a month.

b. Work under the Agreement shall include, but shall not necessarily be limited to the following.

i. Provide weeding and grooming, including trimming and removal of dead growth so walkways, sidewalks, and mulched areas are kept clean and appear well cared for. Remove dead, diseased, and damaged portions of plants.

ii. Maintain and care for all trees, shrubs, ornamental foliage and flower beds, including pruning of trees and shrubs to maintain natural shapes. Rake all bedded areas to ensure a fresh bark appearance.

iii. Install all bedding plants as listed in c. below.

c. Site specific works shall be as follows:

i. Visitors Center

3 cubic yards of triple ground brown mulch all areas at Visitors Center

All work as defined in this Section 32, a. and b. above.

ii. Ferry Landing Park

Edging around the BCWS panels to hold dirt and mulch

- Edging should consist of stone stacked to height, providing 10" edge

3 cubic yards of triple ground brown mulch all areas at Ferry Landing Park

All work as defined in this Section 32, a. and b. above.

iii. Lenape Park

5 tons of gravel needed on walkways

20 cubic yards of triple ground brown mulch all areas at Ferry Landing Park

All work as defined in this Section 32, a. and b. above.

iv. North Main Street Parking Lot

All work as defined in this Section 32 a. and b. above.

PURCHASES OF PLANTS AND FLOWERS WILL BE MADE THROUGHOUT THE YEAR, BY THE BOROUGH

31) SAFETY

a. The Contractor shall follow all necessary safety precautions outlined by the manufacturer of the chemical being used.

b. The Contractor must be registered and licensed under applicable federal, state, and county laws, rules, and regulations.

### 32) WORK SCHEDULE

a. The Contractor shall provide a work schedule to the Borough indicating the timing of the visits and the work to be performed. Work shall be arranged so as not to interfere with the normal operation of the facilities and their functions.

b. Any prearranged interruption of normal facility operations must be approved in advance by the Borough.

c. The Contractor must notify by telephone the New Hope Public Works Director, Matt Decker, upon his or her arrival in New Hope to perform the work specified by this Contract. Mr. Decker will inspect all work upon completion.

### 33) LICENSING, PERMITS AND FEES

a. The Contractor shall be responsible to obtain and pay for all registrations, licenses, permits and associated fees required for the performance of the Work.

### 34) EXTRA WORK

a. There may be instances during the life of the Agreement when the Contractor may be asked to perform additional work, which is not included in the Agreement, or perform services that are not part of this Agreement such as specialized treatments to landscape trees and foliage. Payments for work of this nature will be paid for in accordance with Section **25** herein.

**End of General Conditions**

## **INDEMNITY, DEFENSE AND HOLD HARMLESS AGREEMENT**

This Indemnity Agreement (the "Agreement") is made effective as of the date set forth below by and between the Borough of New Hope, Pennsylvania ("Borough") and the Contractor identified below.

1. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby to the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold harmless the Borough, together with its agents, employees, representatives, officers, managers, officials, council members, and insurers (the "Indemnified Parties"), from and against any and all claims, damages, losses, expenses, including but not limited to attorneys' and experts' fees and costs, concerning, arising from, or as a consequence of, or are claimed to concern, arise from, or to be a consequence of:

a. Injury to and/or the death of any person or the damage, to any extent, to any property whatsoever, whether owned by the Borough or any third party or entity, caused or alleged to have been caused, in whole or in part, by any act, error, or omission of the Contractor or any of its officers, partners, members, employees, and/or subcontractors, sub-subcontractors, vendors, suppliers, material handlers, and/or their employees, under any legal theory whatsoever;

b. The failure of the Contractor to perform, or to perform properly, its obligations under any contract with a resident, business or entity located in the Borough of New Hope, Bucks County, Pennsylvania, under any legal theory whatsoever;

c. The failure of the Contractor to comply with the Borough's insurance requirements, with any federal, state, or local law, regulation, ordinance or code.

d. Claims by employees of the Contractor, or its subcontractors, or sub-subcontractors, related to or arising out of any of Contractor's work, under any legal theory whatsoever;

e. Any accident or occurrence, including any and all damages arising therefrom under any legal theory, which happens, or is alleged to have happened, in connection with Contractor performing work, in any manner, either directly or indirectly through a subcontractor, or sub-subcontractor, vendor, supplier, or material handler;

collectively "claim".

2. It is expressly understood and agreed that the indemnity, defense and hold harmless, contained herein covers claims by Contractor's employees and any subcontractor's or sub-subcontractors, employees, and that Contractor expressly waives any immunity and defense to this indemnification, defense, and hold harmless, obligation which may arise under the Workers' Compensation Act, disability benefit acts or other employee benefit acts of any State.

3. In no manner whatsoever shall the Borough's enforcement of the terms of this Agreement be deemed an admission on its part that a claim constitutes or qualifies as an exception to the immunities afforded the Borough by the Pennsylvania Political Subdivision Tort Claims Act, the Pennsylvania Borough Code, or any other federal or state statute, as may be applicable.

**IN WITNESS WHEREOF**, intending to be legally bound, Contractor caused its duly authorized agent to execute this Agreement.

Contractor's Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Position of Signatory: \_\_\_\_\_

Date: \_\_\_\_\_