

**LANCASTER COUNTY COMMISSIONERS' MEETING AGENDA**

**WEDNESDAY, JANUARY 21, 2026**

**9:15 a.m. – Conference Room #701, 7th Floor**

*The Commissioners' Meeting is being video recorded for public viewing and is available on the County's website.*



1. Meeting Called to Order: This morning's meeting will be conducted by Commissioner Ray D'Agostino.
2. Pledge of Allegiance
3. Minutes as Distributed: Approval of the January 14, 2026 Commissioners' Meeting Minutes.
4. Old Business:
5. New Business:
  - a. **Purchasing Department –**  
Renea Wike-Rivera, Buyer II  
Mike Armer, Buyer III

**Agreement with Alpha Space Control, LLC**

**Agreements with Chemung Supply Corp and Mid-Atlantic Precast**

6. Business from Guests
7. Adjourn

On motion of Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, it was agreed for the County of Lancaster, acting on behalf of the Purchasing Department and members of the Lancaster County Purchasing Cooperative, to approve the following:

**Agreement With:**

Alpha Space Control, LLC  
Chambersburg, PA

**Purpose:**

To provide road/traffic line painting services for the participating members of the Lancaster County Purchasing Cooperative.

**Amount/Term:**

\$964,190.84 for the period March 1, 2026 through February 28, 2028.

A reduction of \$30,524.97, 3% due to the lesser estimated footage of various line painting needs than previous years.

**Funding:**

Lancaster County Purchasing Cooperative members.

## ROAD/TRAFFIC LINE PAINTING AGREEMENT

This AGREEMENT, made and entered into this 5<sup>th</sup> day of December 2025 by and between the COUNTY OF LANCASTER (hereinafter "the COUNTY") a class 2A county of the Commonwealth of Pennsylvania with an address of 150 North Queen Street, Lancaster, PA 17603 and Alpha Space Control, LLC (hereinafter "CONTRACTOR") whose principal address is 1580 Gabler Rd. Chambersburg, PA 17201.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. SCOPE OF SERVICES. CONTRACTOR agrees to provide ROAD/TRAFFIC LINE PAINTING at the invitation of the COUNTY including but not limited to those described in Section 3 of the Invitation for Bid (25-022).
2. COMPENSATION. The COUNTY agrees to pay CONTRACTOR for the services listed in this Agreement at the rate and in the manner indicated in CONTRACTOR's executed and accepted Bid. Said payment shall be the total compensation paid by the COUNTY to CONTRACTOR, including all related incidental work thereto.
3. REPRESENTATIONS. CONTRACTOR further agrees to the following:
  - a. CONTRACTOR shall strictly maintain all clients' confidentiality and rights to privacy regarding names, identities, clients, records, etc.
  - b. CONTRACTOR agrees to comply with Health Insurance Portability and Accountability Act of 1996 (hereinafter "HIPAA") regulations regarding the identification, use, and disclosure of Protected Health Information (PHI). A formal HIPAA business associate agreement is not needed on the basis of 45 CFR 164.502 (e)(1)(ii).
  - c. CONTRACTOR, its agents, employees, directors, and officers shall not be considered employees of the COUNTY for any purpose and specifically as any benefits or withholding of taxes is concerned. No withholding will be made by the COUNTY for any federal, state, social security, or local taxes from the amounts paid to CONTRACTOR by the COUNTY. CONTRACTOR agrees to be solely responsible for the withholding and payment of such taxes.
  - d. CONTRACTOR, its agents, employees, directors, and officers shall not be covered by the COUNTY'S workers' compensation or unemployment insurance provided by the COUNTY to its employees and expressly waives any such coverage. The COUNTY shall not be responsible for any loss, liability, claim, damages, or expenses resulting from or arising out of any act or omission, or any violation of law on the part of third persons causing damages to the CONTRACTOR.
  - e. CONTRACTOR shall not assign its rights or obligations under this AGREEMENT to any other person or entity whatsoever unless written consent is first obtained from the COUNTY.
  - f. In order to protect the COUNTY'S goodwill, CONTRACTOR, its agents, employees, and officers all agree to conduct themselves reasonably, prudently, and courteously in such a manner so as not to reflect adversely upon the COUNTY; and CONTRACTOR will perform at all times faithfully, industriously, and to the best of its ability, experience, and talents all of the duties that may be required pursuant to the expressed and implicit terms of this AGREEMENT, and to the complete satisfaction of the COUNTY; and will act in conformity with all statutes, regulations, and ordinances of the United States, the Commonwealth of Pennsylvania, and the COUNTY.
  - g. CONTRACTOR certifies that it is in compliance with the Drug-Free Workplace Act. Use, possession, sale, manufacture, or distribution of illegal drugs or other controlled substances (not documented as for medical reasons) on the work site by employees, subcontractors, or agents is prohibited. Employees, subcontractors, and agents shall be notified of this prohibition and that violators of this policy may be removed or barred from

the work site at the discretion of the COUNTY.

- h. CONTRACTOR agrees to replace any individual on its service team upon reasonable Invitation of the COUNTY. The COUNTY has the sole right to accept and reject any individual assigned to provide ROAD/TRAFFIC LINE PAINTING.

- 4. TERM OF AGREEMENT. This AGREEMENT shall remain in effect for two (2) years commencing on March 1, 2026, and terminating February 28, 2028. Either party may terminate this AGREEMENT by giving the other party thirty (30) days' written notice.

The term of this Agreement shall be for a two (2) year base period commencing on March 1, 2026, and terminating February 29, 2028. The COUNTY reserves the right to negotiate and change terms and conditions as necessary in the best interest of the COUNTY.

- 5. OPTION TO EXTEND PERFORMANCE PERIOD. The COUNTY may, by written notice to CONTRACTOR prior to the expiration of the Contract, extend the terms of the AGREEMENT for a period of not less than one-month (30 days) and not more than one-year (365 days), provided that the COUNTY shall give the CONTRACTOR a preliminary written notice of its intent to extend at least ninety (90) days before the AGREEMENT expires.

- a. The extension shall be under the same terms and conditions hereof, inclusive of this option provision, and the rate(s) set forth in the Bid Pricing Form shall apply to any extension made pursuant to this option provision, unless otherwise lowered by CONTRACTOR.

- 6. INCORPORATION OF BID, CONTRACT MODIFICATION, AMENDMENT, AND TERMINATION. CONTRACTOR agrees to comply with the terms and conditions set forth in its bid, the IFB and any addenda thereto, and any negotiated additions or changes to the received bid, all of which are incorporated herein by reference as though fully set forth at length. This AGREEMENT incorporates, in order of precedence, the following:

- 1. The AGREEMENT.
- 2. The County Invitation for Bid (IFB) and any addenda thereto.
- 3. VENDOR's proposal submission and any subsequent correspondence

- a. This document and all the above referenced documents contain all terms, provisions, and conditions of the AGREEMENT. All provisions thereof are intended by the parties to be whole and entire.

- b. Any alteration, variation, modifications, or waiver of any provision of the AGREEMENT shall be valid only when reduced to writing, duly acknowledged by the parties hereto by execution of an addendum, which shall be attached to and become part of this AGREEMENT.

- c. The COUNTY reserves the right to suspend, revise, or withhold funds in whole or part for reasons of noncompliance with the terms and provisions of this AGREEMENT.

- d. The COUNTY may terminate this AGREEMENT at any time, upon ten (10) days' written notice delivered by certified mail or in person in which case equitable adjustment will be made for work satisfactorily performed up to the date of notice of termination.

- e. The County shall be the owners of and shall be entitled to possession of any software, computations, plans, correspondence, or other pertinent data and information gathered by, or computed by CONTRACTOR under this agreement. However, the CONTRACTOR shall remain the owners of their methodologies, trade secrets, and other copyrighted forms and materials.

- 7. INDEMNIFICATION. CONTRACTOR, its officers, directors, agents, employees, heirs, successors, and assigns shall indemnify and hold harmless the COUNTY, its Commissioners, officers, employees, representatives, and agents and defend against and from all claims, demands, costs, expenses, damages, liabilities, judgments, fines, penalties,

and losses, of any nature, including reasonable attorney's fees and costs, which may arise against the COUNTY, its Commissioners, officers, employees, representatives, and agents arising from or related to its performance, including but not limited to CONTRACTOR's negligence, neglect, intentional acts, malfeasance or omission, or refusal or failure to perform such responsibilities and for breach of any provision, including the terms and conditions, of this AGREEMENT.

- a. CONTRACTOR further agrees to indemnify and save harmless the COUNTY from any and all actions, claims and demands whatsoever that may result from CONTRACTOR's use of any facilities owned by the COUNTY, and does further agree to repair any damage to the COUNTY-owned property caused by CONTRACTOR's negligence or willful actions.
  - b. It is not the intention of this Section, or anything herein provided, to confer in a third-party beneficiary a right of action upon any person whatsoever and nothing hereinbefore or hereinafter set forth shall be construed so as to confer upon any person other than the COUNTY a right of action either under this AGREEMENT or in any manner whatsoever.
8. LIABILITY AND OTHER INSURANCE. CONTRACTOR, at CONTRACTOR'S sole cost and expense, shall maintain and provide certification of the following: (1) commercial general liability insurance and automobile liability (if such exposure exists) against any claims for bodily injury, death or property damage, (2) worker's compensation insurance to the extent necessary under applicable law, (3) professional liability insurance (if such exposure exists) in such amounts to afford minimum protection per occurrence as described below, and for such risks as the COUNTY may from time to time deem reasonably necessary, and (4) such other insurance, in such amounts and against such risks, as is commonly obtained in the case of providers of services in Pennsylvania similar to the services provided by CONTRACTOR. All policies of insurance, including policies for any amounts carried in excess of the required minimum, shall be written by companies of recognized financial standing legally qualified to issue such insurance and shall be maintained continuously in full force and effect.
9. GENERAL REQUIREMENTS FOR INSURANCE. Except as otherwise approved by the COUNTY in writing, the following provisions shall apply to each and every policy of insurance which CONTRACTOR is required hereunder to carry:
- a. The form, amount, and coverage of each policy, and the insurer under each policy (which must be duly licensed in Pennsylvania), shall be subject to the COUNTY's approval;
  - b. CONTRACTOR shall cause each insurance carrier to deliver its certificate of insurance to the COUNTY and to any other party designated by the COUNTY, certifying the applicable insurance provisions herein required (i) upon the execution hereof, and (ii) at any other time upon the COUNTY's Invitation;
  - c. At least thirty (30) days prior to the expiration of each policy, CONTRACTOR shall provide the COUNTY with certificates (or copies of policies) of renewal or replacement policies; in the event of non-renewal or cancellation or material change in coverage, a sixty (60) day notice of such action shall be sent via certified mail to the COUNTY;
  - d. CONTRACTOR shall not permit any condition to exist and shall not commit any act or omission which would wholly or partially invalidate any insurance.
  - e. The COUNTY shall be endorsed as an additional insured on all policies, except workers' compensation and professional liability;
  - f. The requirements described above are also applicable to any and all other employees or subcontractors hired by CONTRACTOR to perform work under this contract.

10. INSURANCE.

- a. The selected firm shall, at its sole cost and expense, procure and maintain in full force and effect covering the performance of the services rendered under this AGREEMENT, insurance in the types and limits specified below. In addition to the insurance coverage and limits listed herein, the selected firm shall obtain any other insurance coverage as may be required by law.
  - i. General Liability Insurance:
    - Limits of Liability: \$1,000,000 per occurrence and \$2,000,000 in the aggregate
    - Products-Comp/Ops: \$2,000,000 in the aggregate
    - Personal & Advertising Injury: \$1,000,000 in the aggregate
    - Medical Expense (any person): \$5,000 per occurrence
    - Coverage: Premise operations, blanket contractual liability, personal injury liability (employee exclusion deleted), products and completed operations, independent contractors, employees and volunteers as additional insured, joint liability, and broad form property damage (including completed operations).
    - Cyber Liability: \$1,000,000
  - ii. Workers' Compensation and Employers' Liability Insurance:
    - Limits of Liability: Workers' Compensation - Statutory Limits.
    - Employers' Liability –
      - Bodily Injury by Accident: \$500,000 Each Accident
      - Bodily Injury by Disease: \$500,000 Each Employee
      - Bodily Injury by Disease: \$500,000 Policy Limit
      - Other States' coverage and Pennsylvania endorsement.
  - iii. Automobile Liability:
    - Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability.
    - Coverage: Owner, non-owned, and hired vehicles.
  - iv. Professional Liability Insurance:
    - Limits of Liability: \$1,000,000 by claim and \$10,000,000 in the aggregate.
    - Coverage: For occurrences happening during the performance of services required under this AGREEMENT, coverage shall be maintained in full force and effect under the policy for the full term of the AGREEMENT period, including options and extensions. The policy shall include a "tail coverage" if a one (1) or two (2) year period of exposure exists.
  - v. Umbrella Liability: Umbrella and/or Excess Liability Coverage in the amount of \$10,000,000.
- b. All insurance provided for in this section shall be obtained under valid and enforceable policies issued by insurers of recognized responsibility, with have been rated A- or better by A.M. Best Rating Service, which are licensed to do business in the Commonwealth of Pennsylvania.
- c. CONTRACTOR shall maintain, at its own expense throughout the Term, cyber liability insurance coverage or a cyber liability insurance rider in the Errors and Omissions policy providing privacy response coverage and third party liability coverage covering CONTRACTOR for claims, losses, liabilities, judgments, settlements, lawsuits, regulatory actions, and other costs or damages arising out of its performance under this AGREEMENT, including any negligent or otherwise wrongful acts or omissions by CONTRACTOR or any employee or agent thereof in at least such amounts and on such terms as follows: For third party damages, \$2,000,000 for each "event" subject to an annual aggregate limit of \$4,000,000. For first party privacy response costs incurred by CONTRACTOR, \$2,000,000 each event and aggregate. This includes but is not limited to: any breach of any law or regulation governing confidentiality of PHI (as defined under HIPAA) and Personal Information (as defined under the Pennsylvania HIPAA Act). Upon request, CONTRACTOR shall furnish the COUNTY, upon request and as evidence of coverage, a certificate of insurance for Cyber Liability and/or Errors and Omissions insurance. CONTRACTOR shall not cancel or reduce any such insurance without the prior written consent of the COUNTY. CONTRACTOR shall notify the COUNTY in writing within five (5) business days if it receives notice that its insurance carrier intends to terminate, cancel, non-renew, or rescind cyber liability insurance or Errors and Omissions insurance.

- d. If CONTRACTOR desires to self-insure any or all of the coverages listed in this section, it shall provide to the COUNTY documentation that such self-insurance has received all the approvals required by law or regulations, as well as the most recent audited financial statement of the selected firm's insurance. Any coverage which is self-insured shall provide the same coverage limits and benefits as the coverages listed in this section.
  - e. The COUNTY reserves the right to review categories and levels of insurance coverage held by CONTRACTOR in an ongoing program of risk management. CONTRACTOR will be notified, in writing, of coverage requirements as determined by this review and CONTRACTOR agrees to secure such requested coverage.
  - f. If CONTRACTOR fails to obtain or maintain the required insurance, the COUNTY shall have the right to treat such failure as a material breach of the AGREEMENT and to exercise all appropriate rights and remedies.
  - g. CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate Certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated in this AGREEMENT.
  - h. Waiver of subrogation in favor of the COUNTY, its Board of Commissioners, employees, directors, officers, departments, and divisions applies under all policies.
  - i. When it applies, Additional Insured must read: The County of Lancaster, its Board of Commissioners, employees, directors, officers, departments, and divisions shall be included as additional insured with respect to the work performed for this contract: Road/Traffic Line Paintings IFB #25-022.
  - j. Cancellation Clause must read: Should any of the above-described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
  - k. Certificate Holder - County of Lancaster, Attn: Purchasing Department, 150 North Queen Street, Lancaster, PA 17603.
  - l. CONTRACTOR hereby expressly waives any immunity under the Workers' Compensation Act, either as an employer or statutory employer, for any claim brought by the COUNTY. This waiver is intended to comply with the provisions of Section 303(b) [77 P.S. § 481(b)] of said Act.
  - m. CONTRACTOR shall accept full responsibility for the payment of premiums of all insurance for CONTRACTOR or CONTRACTOR's employees who are performing services pursuant to this AGREEMENT.
11. HOLD HARMLESS CLAUSE. In the event that any of the insurance hereinbefore provided shall not, by reason of any act, omission, or negligence of CONTRACTOR be procured or kept in full force and effect, CONTRACTOR shall indemnify, defend, and save harmless the COUNTY against losses, claims, and demands to the same extent as the COUNTY would have been indemnified by each insurance if it had been in full force and effect.
12. INDEPENDENT CAPACITY OF CONTRACTOR. CONTRACTOR, its employees, and agents are not deemed to be employees of the COUNTY in any manner whatsoever and shall act in an independent capacity and not as officers, employees, or agents of the COUNTY.
13. NO ASSIGNMENT. CONTRACTOR shall not assign any part of this AGREEMENT without prior written approval of the COUNTY.
14. LIQUIDATED DAMAGES
- a. If CONTRACTOR fails to perform the services within the time specified in this AGREEMENT, or any extension, CONTRACTOR shall, in place of actual damages, pay to the COUNTY as fixed, agreed, and liquidated damages,

for each occurrence, the following:

- i. In the event that the AGREEMENT is terminated, in whole or in part, for default or because CONTRACTOR fails to perform satisfactorily, CONTRACTOR may be charged the sum of \$250.00 per day for each calendar day from the date of notification until the date of correction.
  - b. Alternatively, if delivery or performance is so delayed, the COUNTY may terminate this AGREEMENT in whole or in part. In that event, CONTRACTOR shall be liable for fixed, agreed, and liquidated damages accruing until the time the COUNTY may reasonably obtain delivery or performance of similar supplies or services.
  - c. CONTRACTOR shall not be charged with liquidated damages when the delay in delivery or performance arises out of causes beyond the control and without the fault or negligence of CONTRACTOR.
15. AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR(S). Funds are not presently available for performance under this contract beyond December 31, 2025, or for services initially contemplated for performance starting in 2026. The COUNTY's obligation for performance of the AGREEMENT beyond December 31, 2025, is contingent upon the availability of appropriated funds upon which payment for AGREEMENT purposes can be made. No legal liability on the part of the COUNTY for any payment may arise for performance under this AGREEMENT beyond December 31, 2025, until funds are made available by the COUNTY and until CONTRACTOR receives notice of availability, to be confirmed in writing by the issuance of a Delivery Order or Purchase Order by the County Purchasing Department.
16. FAMILIARITY WITH PROPOSED WORK. CONTRACTOR certifies that it has carefully considered the work proposed and the COUNTY's Invitation for Bid to determine the difficulties and requirements incidental to the prosecution of the work, and that it possesses the necessary experience, expertise, and resources to meet or exceed the needs expressed in the IFB.
17. NON-DISCRIMINATION. CONTRACTOR agrees to comply with all applicable State and Federal laws, regulations, procedures, and orders which protect the civil rights of employees, job applicants, and recipients of services. CONTRACTOR expressly agrees to comply with Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act of 1990, and all other applicable Federal, State, and/or Local Laws, ordinances, rules and regulations, and orders prohibiting discrimination in hiring or employment opportunities. It shall not be an excuse for non-compliance that CONTRACTOR has or intends to delegate any of its responsibilities to any union, training program, other source of recruitment, or other entity, but CONTRACTOR shall remain primarily responsible for compliance hereunder.
18. CERTIFICATION REGARDING IMPARTIALITY AND CONFLICT OF INTEREST. CONTRACTOR certifies that it is a totally independent contractor and that to the best of its knowledge, no COUNTY official or employee is also an owner, corporate officer, or employee of its business, or has a vested interest, financial or otherwise, in this AGREEMENT or in the business of CONTRACTOR.
- a. CONTRACTOR further certifies that it has fully disclosed as part of its Bid, in writing and prior to executing this AGREEMENT, which of its owners, corporate officers, management level employees, and associates is employed by the COUNTY or is a family member of a COUNTY employee, stating the persons' names and positions with CONTRACTOR and whether such individual has a position of authority and/or will be involved with the prison transport duties on a daily/monthly basis.
  - b. CONTRACTOR will inform the COUNTY in writing immediately if any potential conflict of interest arises during the performance of this AGREEMENT. Conflict of interest may constitute grounds for termination of this AGREEMENT following notification by the COUNTY to CONTRACTOR (allowing CONTRACTOR a reasonable opportunity to respond) where same is not corrected by CONTRACTOR within a reasonable time period after notice.

19. IMMIGRATION REFORM AND CONTROL ACT OF 1986. CONTRACTOR recognizes its responsibilities to assure the identity and employment eligibility of its own employees under the Immigration Reform and Control Act of 1986 and any record acquisition and retention requirements under the Act.
20. STATUTES APPLICABLE TO THIS AGREEMENT. CONTRACTOR is responsible for familiarity and compliance with all statutes that apply to its performance under this AGREEMENT.
21. NO ARBITRATION CLAUSES. CONTRACTOR agrees that no AGREEMENT with the County shall include Arbitration Clauses.
22. LICENSING. CONTRACTOR and all individuals acting under the authority of the CONTRACTOR shall at all times be appropriately licensed in the Commonwealth of Pennsylvania to perform all services under this Agreement. Failure to be so licensed shall be an instance of default.
23. DEFAULT/BREACH/RESOLUTION. If CONTRACTOR or the COUNTY defaults in its performance under the Terms and Conditions of the AGREEMENT, the defaulting party shall be promptly notified in writing. If the defaulting party fails to resolve a default within thirty (30) days after notification, or if the default requires more than thirty (30) days to resolve and the defaulting party fails to begin resolution of the default within thirty (30) days after notification, this AGREEMENT will be terminated. The COUNTY reserves the right to suspend, revise, or withhold funds in whole or part for reasons of noncompliance with the terms and provisions of the AGREEMENT. In addition, should the default of CONTRACTOR necessitate the County termination of this contract in whole or in part, COUNTY may acquire, correct, or replace with services or supplies similar to those terminated and CONTRACTOR shall pay to the COUNTY the cost occasioned by its default and/or make an equitable adjustment in the contract price at the option of the COUNTY.
24. AGREEMENT NOT TO HIRE. CONTRACTOR and the COUNTY both agree not to solicit, hire, contract with, or engage the employment or services of any employee or former employee of CONTRACTOR or the COUNTY during the period of, and for one (1) year after, the termination of the AGREEMENT without prior written approval of the other party. CONTRACTOR and the COUNTY agree that such approval will not be unreasonably withheld.
25. CONFIDENTIAL INFORMATION. All Information contained in the files of the COUNTY and all departments thereof is considered "Confidential Information." "Confidential Information" means any and all information, data, documents, files, and records disclosed to CONTRACTOR by the COUNTY either directly or indirectly, in writing or orally. Confidential Information does not include information which (i) is known to CONTRACTOR at the time of disclosure to CONTRACTOR by the COUNTY as evidenced by written records of CONTRACTOR, (ii) has become publicly known and made generally available through no wrongful act of CONTRACTOR or (iii) has been rightfully received by CONTRACTOR from a third party who is authorized to make such disclosure.
  - a. CONTRACTOR agrees not to use any Confidential Information disclosed to it by the COUNTY for its use or for any purpose except to carry out discussions concerning, and the undertaking of, any business relationship between CONTRACTOR and the COUNTY to third parties or to employees of CONTRACTOR except employees who are required to have the information in order to carry out the discussions or intentions of the aforementioned relationship. CONTRACTOR will have or has had employees who have access to Confidential Information of the COUNTY sign a nondisclosure agreement in content substantially similar to this AGREEMENT and will promptly notify the COUNTY in writing of the names of each such employee upon the Invitation of the COUNTY at any time. CONTRACTOR agrees that it will take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of the COUNTY in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized hereunder to have any such information, which measures shall include the highest degree of care that CONTRACTOR utilizes to protect its own Confidential Information of a similar nature. CONTRACTOR agrees to notify the COUNTY promptly in writing of any misuse or misappropriation of Confidential Information of the COUNTY which may come to CONTRACTOR's attention.

26. HIPAA. If applicable, CONTRACTOR agrees to comply with HIPAA. CONTRACTOR assumes any and all responsibility for compliance with HIPAA relative to the processing, confidentiality, and security of medical and/or health information and related documentation/records in connection with CONTRACTOR's provision of services as set forth under the AGREEMENT. CONTRACTOR hereby agrees to indemnify, defend, reimburse, and hold harmless the COUNTY, its officers, agents, and employees for, or on account of, any violation of HIPAA attributable to its performance under the AGREEMENT which subjects the COUNTY to any non-compliance penalties, whether civil or otherwise.

27. JURISDICTION. This Agreement is governed by the laws of the Commonwealth of Pennsylvania. Jurisdiction and venue shall be in the Court of Common Pleas of Lancaster County, Pennsylvania or in the Federal Court for the Eastern District of Pennsylvania.

**IN WITNESS WHEREOF**, the County of Lancaster and **Alpha Space Control LLC** have executed this agreement as of the date above first written, intending to be legally bound hereby.

ATTEST:

**LANCASTER COUNTY  
BOARD OF COMMISSIONERS**

\_\_\_\_\_  
Lawrence M. George, Administrator/Chief Clerk

\_\_\_\_\_  
Ray D'Agostino, Chairman

\_\_\_\_\_  
Joshua G. Parsons, Vice Chairman

\_\_\_\_\_  
Alice Yoder, Commissioner

VENDOR:

**Alpha Space Control LLC**

  
\_\_\_\_\_

**13.0 Required Forms**

**BID PRICING FORM  
IFB #25-022  
ROAD / TRAFFIC LINE PAINTING**

We, Alpha Space Control, LLC, on this the 7th day of October, 2025 hereby:

The Contractor agrees to and shall furnish, for the prices listed below, all necessary personnel, materials including equipment, supplies, and services required to provide and deliver Road/Traffic Line Painting for the Lancaster County Cooperative Purchasing Board in the quantity, type, quality, and frequency requested in accordance with the bid documents and as follows:

- Since the EPA has limited the number of gallons of oil-based paint that manufacturers can produce each year, the estimates shown on the Distribution Plan and on the Bid Pricing Form are presumed to be for water-borne paint. Any municipality desiring to use the oil-based paint will need to independently make arrangements with the successful vendor or any other vendor and pay the additional charges and fees.
- It is anticipated that most of the work on this contract will be completed during the time of year when the water borne paint provides a satisfactory product. Scheduling will be the mutual responsibility of the municipality and the vendor.
- Cross hatches are not included as an item in this bid; if needed, they will be charged in addition to the cross walks.

For each item offered, bidders shall (1) show unit price, and (2) enter the extended price for the quantity of each item offered in the "Amount" column of the Bid Pricing Form, where applicable. Enter a unit price for each item even if there is no quantity. In case of discrepancy between a unit price and an extended price, the unit price will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.

Unless specified otherwise deliveries will be F. O. B. Destination. All bid prices must include freight.

**BASE PERIOD: March 1, 2026 – February 28, 2028**

<b>LINE ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT of MEASURE</b>	<b>ESTIMATED QUANTITY</b>	<b>UNIT PRICE</b>	<b>TOTAL PRICE</b>
1.	Traffic Line, Single, WHITE 4" wide with reflective beads	feet	98,166	\$ <u>0.85</u>	\$ <u>8,344.11</u>
2.	Traffic Line, Single, YELLOW,	feet	84,079	\$ <u>.085</u>	\$ <u>7,146.72</u>
3.	Traffic Line, Double, YELLOW, 4" wide with reflective beads	feet	4,128,538	\$ <u>.155</u>	\$ <u>639,923.39</u>
4.	Traffic Line, WHITE, Stop Bar, 12" wide	feet	609	\$ <u>2.50</u>	\$ <u>1,522.50</u>
5.	Traffic Line, WHITE, Stop Bar, 24" wide	feet	10,328	\$ <u>3.00</u>	\$ <u>30.984</u>

<b>LINE ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT of MEASURE</b>	<b>ESTIMATED QUANTITY</b>	<b>UNIT PRICE</b>	<b>TOTAL PRICE</b>
6.	Crosswalks, 6" wide, WHITE	feet	22,552	\$ <u>2.25</u>	\$ <u>50,742</u>
7.	Crosswalks, 12" wide, WHITE	feet	110	\$ <u>2.50</u>	\$ <u>275.00</u>
8.	Crosswalks, 24" wide, WHITE	feet	2,910	\$ <u>3.00</u>	\$ <u>8,730.00</u>
9.	Traffic Line, Left Turn Directional Arrow, WHITE	feet	437	\$ <u>65.00</u>	\$ <u>28,405.00</u>
10.	Traffic Line, Right Turn Directional Arrow, WHITE	each	37	\$ <u>65.00</u>	\$ <u>2,405.00</u>
11.	Traffic Line, WHITE, Straight Ahead Directional Arrow	each	34	\$ <u>65.00</u>	\$ <u>2,210.00</u>
12.	Traffic Line, WHITE Combo Directional Arrow	each	36	\$ <u>130.00</u>	\$ <u>4,680.00</u>
13.	Railroad Crossings to include RXR With 3 stop bars, priced per lane, WHITE	each	48	\$ <u>225.00</u>	\$ <u>10,800.00</u>
14.	Traffic Line Double 4" wide Thermoplastic YELLOW (40 MIL)	each	273,798	\$ <u>.54</u>	\$ <u>147,850.92</u>
15.	Thermoplastic (40 MIL) 6" WHITE	each	59,330	\$ <u>.34</u>	\$ <u>20,172.20</u>
<b>TOTAL</b>					\$ <u>964,190.84*</u>

**\* CARRY TOTAL TO BID FORM PAGE**  
**Performance Bond is 10% of the TOTAL BID PRICE**

**BALANCE OF PAGE IS INTENTIONALLY BLANK**

Have received and reviewed the following Addenda (if applicable)

1. \_\_\_\_\_, dated \_\_\_\_\_
2. \_\_\_\_\_, dated \_\_\_\_\_
3. \_\_\_\_\_, dated \_\_\_\_\_

We have included ONE (1) complete bid packet with original signatures, ONE (1) set of required documents with original signatures of the following items and ONE (1) complete electronic copy on USB Flash Drive. Order of submission must be as follows:

- Bid Pricing Form
- Bid Form Signature Pages
- Non-Collusion Affidavit
- Notarization (if applicable)
- Bid Bond
- Disclosure Statement
- Affidavit of Employee Criminal History
- Drug Free Workplace Certification
- Security Statement
- Qualification Statement
- PA Department of Transportation Pre-Qualification Status
- Reference Form
- Piggyback Form
- W-9
- No Bid / Proposal Reply Form

**Communications concerning this proposal shall be addressed to:**

Name: Benjamin Summers

Title: Estimator

FAX:

**BID FORM**  
**SIGNATURE PAGES**

Submitted by: Benjamin Summers

Date: 10/7/25

**Bid for: ROAD/TRAFFIC LINE PAINTING IFB #25-0xx**

County of Lancaster  
Chief Clerk's Office  
Lancaster County Government Center  
150 North Queen Street, Suite 715  
Lancaster, PA 17603

To Whom It May Concern:

This bid is submitted in accordance with your Invitation for Bids to be received for:

**Furnishing Road/Traffic Line Painting to the County of Lancaster and members of the Lancaster County Co-Operative Purchasing Board as specified in the bid documents for a period of two (2) years commencing March 1, 2026, through February 28, 2028.**

Having carefully examined the Invitation for Bids, the Scope of Work, the Instructions to Bidders, The Terms and Conditions, and all attachments etc., hereinafter referred to as "Contract Documents", together with any and all addenda, errata, bulletins applying thereto, and being familiar with the various conditions affecting the Scope of Work, the undersigned hereby agrees to furnish all materials, perform all labor, provide all services, and do all else necessary to complete the work in strict accordance with the terms of the contract documents, for the following price(s).

**TOTAL BID** \$ 964,190.84 \*

**\* Total Cost from Bid Pricing Form. 10% Bid Bond will be based on this amount.**

In case this bid is accepted the undersigned is hereby bound to enter into a written contract within ten (10) days after receipt of Notice of Acceptance of the above, in accordance with the solicitation, to commence and complete all of the work included under the contract in such time and such manner as designated for the various items/services it has contracted to supply or provide.

In submitting this bid/proposal, it is understood that the unrestricted right is reserved by the County to reject any and all proposals or parts thereof, or to waive any formalities or technicalities in said proposals, and it is agreed that this proposal may not be withdrawn for a period of ninety (90) days from date of opening hereof.

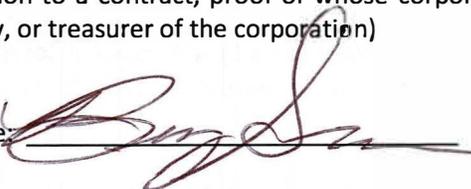
The undersigned hereby certifies that this bid/proposal is genuine, and not a sham or collusive, or made in the interest or in behalf of any person, firm or corporation not herein named; that the undersigned has not directly or indirectly induced or solicited any bidder/proposer to refrain from bidding/proposing, and that the undersigned has not, in any manner, sought by collusion to secure for himself an advantage over any other bidder/proposer.

The undersigned does declare that no person other than the Bidder herein named has any interest in this bid or in the contract to be taken, and that it is made without any connection with any other person or persons making bid for the same article and is in all respects fair and without collusion or fraud.

The undersigned further declares that the specifications have been carefully examined and the Bidder is thoroughly familiar with its provisions and with the quality, type and grade of required materials and services. The undersigned certifies that any exceptions to the Contract Documents and specifications are noted in the Bid and are subject to acceptance by the County. The undersigned, by the signature evidenced, represents that the Bidder accepts the terms, conditions, mandates, and other provisions of the Contract Documents, said documents being the strict basis upon which the said Bidder makes this bid.

All specifications not noted thereon are as Invited. The undersigned also understands that any exceptions presented after the award may be cause for cancellation of award.

**If a Corporation** (must be executed the president or vice-president [or by an officer or agent duly authorized to bind the corporation to a contract, proof of whose corporate authority shall be attached], attested by the secretary, assistant secretary, or treasurer of the corporation)

Signature: 

Name & Title: Benjamin Summers, Estimator

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

Name & Title: Renee Sheffler  
Office mgr.

**CORPORATE SEAL**

**If a Partnership** (must be signed by at least one general partner and witnessed)

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

Name & Title: \_\_\_\_\_

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

Name & Title: \_\_\_\_\_

**CORPORATE SEAL**

**If a Proprietorship**

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

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

Name & Title: \_\_\_\_\_

Name & Title: \_\_\_\_\_

**CORPORATE SEAL**

BUSINESS NAME: Alpha Space Control, LLC

TAX I.D#: \_\_\_\_\_

ADDRESS: 1580 Gabler Rd. Chambersburg PA 17201

PHONE: 717- \_\_\_\_\_ FAX: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

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ROAD / TRAFFIC LINE PAINTING

IFB #25-022

**"OFFICIAL" Results**

POSTED: September 4, 2025 & September 9, 2025

OPENED: Wednesday, October 8, 2025

TENTATIVE AWARD DATE: Wednesday, January 21, 2026

CONTRACT PERIOD: March 1, 2026 – February 28, 2028

*The County of Lancaster considers no bids to be "official" until a Resolution is approved by the Board of Commissioners.*

RECOMMENDED VENDOR

ITEM#	LOCATION	Unit of Measure	2023-2024 Estimated Quantity	2024-2025 Estimated Quantity	2025-2026 Estimated Quantity	ALPHA SPACE CONTROL Current		ALPHA SPACE CONTROL		D.E. Gemmill	
						UNIT PRICE	EXTENDED TOTAL	UNIT PRICE	EXTENDED TOTAL	UNIT PRICE	EXTENDED TOTAL
1	Traffic Line, Single, WHITE, 4" wide with reflective beads	FT	1,984,069	2,259,238	98,166	\$ 0.085	\$ 192,035.23	\$ 0.085	\$ 8,344.11	\$ 0.088	\$ 8,638.61
2	Traffic Line, Single, YELLOW	FT	920,362	501,722	84,079	\$ 0.085	\$ 42,646.37	\$ 0.085	\$ 7,146.72	\$ 0.092	\$ 7,735.27
3	Traffic Line, Double, YELLOW, 4" wide with reflective beads	FT	4,146,242	4,128,538	4,128,538	\$ 0.150	\$ 619,280.70	\$ 0.155	\$ 639,923.39	\$ 0.176	\$ 726,622.69
4	Traffic Line, WHITE, Stop Bar, 12" wide	FT	1,144	609	609	\$ 2.500	\$ 1,522.50	\$ 2.500	\$ 1,522.50	\$ 2.620	\$ 1,595.58
5	Traffic Line, WHITE, Stop Bar, 24" wide	FT	6,166	10,328	10,328	\$ 3.000	\$ 30,984.00	\$ 3.000	\$ 30,984.00	\$ 4.480	\$ 46,269.44
6	Crosswalks, 6" wide, WHITE	FT	7,319	22,552	22,552	\$ 2.250	\$ 50,742.00	\$ 2.250	\$ 50,742.00	\$ 2.290	\$ 51,644.08
7	Crosswalks, 12" wide, WHITE	FT	1	110	110	\$ 2.500	\$ 275.00	\$ 2.500	\$ 275.00	\$ 2.620	\$ 288.20
8	Crosswalks, 24" wide, WHITE	FT	2,900	2,910	2,910	\$ 3.000	\$ 8,730.00	\$ 3.000	\$ 8,730.00	\$ 4.480	\$ 13,036.80
9	Traffic Line, Left Turn Directional Arrow, WHITE	FT	334	437	437	\$ 65.000	\$ 28,405.00	\$ 65.000	\$ 28,405.00	\$ 68.000	\$ 29,716.00
10	Traffic Line, Right Turn Directional Arrow, WHITE	EA	177	37	37	\$ 65.000	\$ 2,405.00	\$ 65.000	\$ 2,405.00	\$ 68.000	\$ 2,516.00
11	Traffic Line, WHITE, Straight Ahead Directional Arrow	EA	42	34	34	\$ 65.000	\$ 2,210.00	\$ 65.000	\$ 2,210.00	\$ 68.000	\$ 2,312.00
12	Traffic Line, WHITE, Combo Directional Arrow	EA	61	36	36	\$ 130.000	\$ 4,680.00	\$ 130.000	\$ 4,680.00	\$ 132.000	\$ 4,752.00
13	Railroad Crossings to include RXR with 3 stop bars, priced per lane, WHITE	EA	50	48	48	\$ 225.000	\$ 10,800.00	\$ 225.000	\$ 10,800.00	\$ 348.000	\$ 16,704.00
14	Traffic Line Double 4" wide - Thermoplastic YELLOW (40 MIL)	EA	0	0	273,798			\$ 0.540	\$ 147,850.92	\$ 0.820	\$ 224,514.36
15	Thermoplastic (40 MIL) - 6" WHITE	EA	0	0	59,330			\$ 0.340	\$ 20,172.20	\$ 0.660	\$ 39,157.80
	<b>OVERALL TOTAL</b>		<b>7,068,867</b>	<b>6,926,599</b>	<b>4,681,012</b>	<b>563.570</b>	<b>\$ 994,715.80</b>	<b>564.455</b>	<b>\$ 964,190.84</b>		<b>\$ 1,175,502.82</b>

On motion of Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, it was agreed for the County of Lancaster, acting on behalf of the Purchasing Department and members of the Lancaster County Purchasing Cooperative, to approve the following:

**Agreements With:**

Chemung Supply Corp.  
Elmira, NY  
and  
Mid-Atlantic Precast  
York, PA

**Purpose:**

To provide polyethylene road pipes and highway inlet boxes, grates and frames for members of the Lancaster County Purchasing Cooperative.

**Amount/Term:**

\$194,740.82 – Chemung Supply Corp.  
\$56,557.00 – Mid Atlantic Precast  
Total is \$251,297.82 for the period February 1, 2026 through January 31, 2028.  
Decrease of \$8,745.16, 3.48% due to decrease in quantity and pricing.

**Funding:**

Lancaster County Purchasing Cooperative members.

## **POLYETHYLENE ROAD PIPES AND HIGHWAY INLET BOXES, GRATES, AND FRAMES AGREEMENT**

This AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the COUNTY OF LANCASTER (hereinafter "the COUNTY") a class 2A county of the Commonwealth of Pennsylvania with an address of 150 North Queen Street, Lancaster, PA 17603 and Chemung Supply Corporation (hereinafter "CONTRACTOR") whose principal address is 2420 Corning Rd. Elmira, NY 14903.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. **SCOPE OF SERVICES.** CONTRACTOR agrees to provide POLYETHYLENE ROAD PIPES AND HIGHWAY INLET BOXES, GRATES, AND FRAMES at the invitation of the COUNTY including but not limited to those described in Section 3 of the Invitation for Bid (23-035).
2. **COMPENSATION.** The COUNTY agrees to pay CONTRACTOR for the services listed in this Agreement at the rate and in the manner indicated in CONTRACTOR's executed and accepted Bid. Said payment shall be the total compensation paid by the COUNTY to CONTRACTOR, including all related incidental work thereto.
3. **REPRESENTATIONS.** CONTRACTOR further agrees to the following:
  - a. CONTRACTOR shall strictly maintain all clients' confidentiality and rights to privacy regarding names, identities, clients, records, etc.
  - b. CONTRACTOR agrees to comply with Health Insurance Portability and Accountability Act of 1996 (hereinafter "HIPAA") regulations regarding the identification, use, and disclosure of Protected Health Information (PHI). A formal HIPAA business associate agreement is not needed on the basis of 45 CFR 164.502 (e)(1)(ii).
  - c. CONTRACTOR, its agents, employees, directors, and officers shall not be considered employees of the COUNTY for any purpose and specifically as any benefits or withholding of taxes is concerned. No withholding will be made by the COUNTY for any federal, state, social security, or local taxes from the amounts paid to CONTRACTOR by the COUNTY. CONTRACTOR agrees to be solely responsible for the withholding and payment of such taxes.
  - d. CONTRACTOR, its agents, employees, directors, and officers shall not be covered by the COUNTY'S workers' compensation or unemployment insurance provided by the COUNTY to its employees and expressly waives any such coverage. The COUNTY shall not be responsible for any loss, liability, claim, damages, or expenses resulting from or arising out of any act or omission, or any violation of law on the part of third persons causing damages to the CONTRACTOR.
  - e. CONTRACTOR shall not assign its rights or obligations under this AGREEMENT to any other person or entity whatsoever unless written consent is first obtained from the COUNTY.
  - f. In order to protect the COUNTY'S goodwill, CONTRACTOR, its agents, employees, and officers all agree to conduct themselves reasonably, prudently, and courteously in such a manner so as not to reflect adversely upon the COUNTY; and CONTRACTOR will perform at all times



- b. Any alteration, variation, modifications, or waiver of any provision of the AGREEMENT shall be valid only when reduced to writing, duly acknowledged by the parties hereto by execution of an addendum, which shall be attached to and become part of this AGREEMENT.
  - c. The COUNTY reserves the right to suspend, revise, or withhold funds in whole or part for reasons of noncompliance with the terms and provisions of this AGREEMENT.
  - d. The COUNTY may terminate this AGREEMENT at any time, upon ten (10) days' written notice delivered by certified mail or in person in which case equitable adjustment will be made for work satisfactorily performed up to the date of notice of termination.
  - e. The County shall be the owners of and shall be entitled to possession of any software, computations, plans, correspondence, or other pertinent data and information gathered by, or computed by CONTRACTOR under this agreement. However, the CONTRACTOR shall remain the owners of their methodologies, trade secrets, and other copyrighted forms and materials.
7. INDEMNIFICATION. CONTRACTOR, its officers, directors, agents, employees, heirs, successors, and assigns shall indemnify and hold harmless the COUNTY, its Commissioners, officers, employees, representatives, and agents and defend against and from all claims, demands, costs, expenses, damages, liabilities, judgments, fines, penalties, and losses, of any nature, including reasonable attorney's fees and costs, which may arise against the COUNTY, its Commissioners, officers, employees, representatives, and agents arising from or related to its performance, including but not limited to CONTRACTOR's negligence, neglect, intentional acts, malfeasance or omission, or refusal or failure to perform such responsibilities and for breach of any provision, including the terms and conditions, of this AGREEMENT.
- a. CONTRACTOR further agrees to indemnify and save harmless the COUNTY from any and all actions, claims and demands whatsoever that may result from CONTRACTOR's use of any facilities owned by the COUNTY, and does further agree to repair any damage to the COUNTY-owned property caused by CONTRACTOR's negligence or willful actions.
  - b. It is not the intention of this Section, or anything herein provided, to confer in a third-party beneficiary a right of action upon any person whatsoever and nothing hereinbefore or hereinafter set forth shall be construed so as to confer upon any person other than the COUNTY a right of action either under this AGREEMENT or in any manner whatsoever.
8. LIABILITY AND OTHER INSURANCE. CONTRACTOR, at CONTRACTOR'S sole cost and expense, shall maintain and provide certification of the following: (1) commercial general liability insurance and automobile liability (if such exposure exists) against any claims for bodily injury, death or property damage, (2) worker's compensation insurance to the extent necessary under applicable law, (3) professional liability insurance (if such exposure exists) in such amounts to afford minimum protection per occurrence as described below, and for such risks as the COUNTY may from time to time deem reasonably necessary, and (4) such other insurance, in such amounts and against such risks, as is commonly obtained in the case of providers of services in Pennsylvania similar to the services provided by CONTRACTOR. All policies of insurance, including policies for any amounts carried in excess of the required minimum, shall be written by companies of recognized financial standing legally qualified to issue such insurance and shall be maintained continuously

in full force and effect.

9. GENERAL REQUIREMENTS FOR INSURANCE. Except as otherwise approved by the COUNTY in writing, the following provisions shall apply to each and every policy of insurance which CONTRACTOR is required hereunder to carry:
- a. The form, amount, and coverage of each policy, and the insurer under each policy (which must be duly licensed in Pennsylvania), shall be subject to the COUNTY's approval;
  - b. CONTRACTOR shall cause each insurance carrier to deliver its certificate of insurance to the COUNTY and to any other party designated by the COUNTY, certifying the applicable insurance provisions herein required (i) upon the execution hereof, and (ii) at any other time upon the COUNTY's Invitation;
  - c. At least thirty (30) days prior to the expiration of each policy, CONTRACTOR shall provide the COUNTY with certificates (or copies of policies) of renewal or replacement policies; in the event of non-renewal or cancellation or material change in coverage, a sixty (60) day notice of such action shall be sent via certified mail to the COUNTY;
  - d. CONTRACTOR shall not permit any condition to exist and shall not commit any act or omission which would wholly or partially invalidate any insurance.
  - e. The COUNTY shall be endorsed as an additional insured on all policies, except workers' compensation and professional liability;
  - f. The requirements described above are also applicable to any and all other employees or subcontractors hired by CONTRACTOR to perform work under this contract.

10. INSURANCE.

- a. The selected firm shall, at its sole cost and expense, procure and maintain in full force and effect covering the performance of the services rendered under this AGREEMENT, insurance in the types and limits specified below. In addition to the insurance coverage and limits listed herein, the selected firm shall obtain any other insurance coverage as may be required by law.
  - i. General Liability Insurance:
    - Limits of Liability: \$1,000,000 per occurrence and \$2,000,000 in the aggregate
    - Products-Comp/Ops: \$2,000,000 in the aggregate
    - Personal & Advertising Injury: \$1,000,000 in the aggregate
    - Medical Expense (any person): \$5,000 per occurrence (any one person)
    - Coverage: Premise operations, blanket contractual liability, personal injury liability (employee exclusion deleted), products and completed operations, independent contractors, employees and volunteers as additional insured, joint liability, and broad form property damage (including completed operations).
    - Cyber Liability: \$2,000,000
  - ii. Workers' Compensation and Employers' Liability Insurance:
    - Limits of Liability: Workers' Compensation - Statutory Limits.
    - Employers' Liability –
      - Bodily Injury by Accident: \$500,000 Each Accident

Bodily Injury by Disease: \$500,000 Each Employee  
Bodily Injury by Disease: \$500,000 Policy Limit  
Other States' coverage and Pennsylvania endorsement.

iii. Automobile Liability:

Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability.

Coverage: Owner, non-owned, and hired vehicles.

iv. Professional Liability Insurance:

Limits of Liability: \$1,000,000 by claim.

Coverage: For occurrences happening during the performance of services required under this AGREEMENT, coverage shall be maintained in full force and effect under the policy for the full term of the AGREEMENT period, including options and extensions. The policy shall include a "tail coverage" if a one (1) or two (2) year period of exposure exists.

v. Umbrella Liability: Umbrella and/or Excess Liability Coverage in the amount of \$1,000,000.

- b. All insurance provided for in this section shall be obtained under valid and enforceable policies issued by insurers of recognized responsibility, with have been rated A- or better by A.M. Best Rating Service, which are licensed to do business in the Commonwealth of Pennsylvania.
- c. CONTRACTOR shall maintain, at its own expense throughout the Term, cyber liability insurance coverage or a cyber liability insurance rider in the Errors and Omissions policy providing privacy response coverage and third party liability coverage covering CONTRACTOR for claims, losses, liabilities, judgments, settlements, lawsuits, regulatory actions, and other costs or damages arising out of its performance under this AGREEMENT, including any negligent or otherwise wrongful acts or omissions by CONTRACTOR or any employee or agent thereof in at least such amounts and on such terms as follows: For third party damages, \$2,000,000 for each "event" subject to an annual aggregate limit of \$4,000,000. For first party privacy response costs incurred by CONTRACTOR, \$2,000,000 each event and aggregate. This includes but is not limited to: any breach of any law or regulation governing confidentiality of PHI (as defined under HIPAA) and Personal Information (as defined under the Pennsylvania HIPAA Act). Upon request, CONTRACTOR shall furnish the COUNTY, upon request and as evidence of coverage, a certificate of insurance for Cyber Liability and/or Errors and Omissions insurance. CONTRACTOR shall not cancel or reduce any such insurance without the prior written consent of the COUNTY. CONTRACTOR shall notify the COUNTY in writing within five (5) business days if it receives notice that its insurance carrier intends to terminate, cancel, non-renew, or rescind cyber liability insurance or Errors and Omissions insurance.
- d. If CONTRACTOR desires to self-insure any or all of the coverages listed in this section, it shall provide to the COUNTY documentation that such self-insurance has received all the approvals required by law or regulations, as well as the most recent audited financial statement of the selected firm's insurance. Any coverage which is self-insured shall provide the same coverage limits and benefits as the coverages listed in this section.

- e. The COUNTY reserves the right to review categories and levels of insurance coverage held by CONTRACTOR in an ongoing program of risk management. CONTRACTOR will be notified, in writing, of coverage requirements as determined by this review and CONTRACTOR agrees to secure such requested coverage.
  - i. If CONTRACTOR fails to obtain or maintain the required insurance, the COUNTY shall have the right to treat such failure as a material breach of the AGREEMENT and to exercise all appropriate rights and remedies.
  - ii. CONTRACTOR shall not permit any condition to exist and shall not commit any act or omission, which would wholly or partially invalidate any insurance.
  - iii. The COUNTY shall be endorsed as an additional insured on all policies, except workers' compensation and professional liability; General Liability and Umbrella insurance shall be written on an "occurrence" form and shall name the County as Additional Insured on a primary and non-contributory basis. Where applicable, policies shall include a Waiver of Subrogation in favor of the County.
  
- g. CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate Certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated in this AGREEMENT.
  
- h. Waiver of subrogation in favor of the COUNTY, its Board of Commissioners, employees, directors, officers, departments, and divisions applies under all policies.
  
- i. When it applies, Additional Insured must read: The County of Lancaster, its Board of Commissioners, employees, directors, officers, departments, and divisions shall be included as additional insured with respect to the work performed for this contract: Road/Traffic Line Paintings IFB #23-035.
  
- j. Cancellation Clause must read: Should any of the above-described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
  
- k. Certificate Holder - County of Lancaster, Attn: Purchasing Department, 150 North Queen Street, Lancaster, PA 17603.
  
- l. CONTRACTOR hereby expressly waives any immunity under the Workers' Compensation Act, either as an employer or statutory employer, for any claim brought by the COUNTY. This waiver is intended to comply with the provisions of Section 303(b) [77 P.S. § 481(b)] of said Act.
  
- m. CONTRACTOR shall accept full responsibility for the payment of premiums of all insurance for CONTRACTOR or CONTRACTOR's employees who are performing services pursuant to this AGREEMENT.
  
- n. **Indemnification Language** - To the fullest extent permitted by law, Contractor ("indemnitor") hereby agrees to defend, indemnify and hold harmless County ("indemnitee") and its officers, directors, agents, consultants and employees of

and from any and all liability, damages, costs, suits, fees and judgments arising or resulting from bodily injury (including death) or property damage, including loss of use of property damage resulting there from, but only to the extent caused in whole or in part by the negligent acts or omissions of the Contractor, Subcontractor, or any of the Subcontractor's subcontractors, suppliers, manufacturers, or other persons or entities for whose acts the Subcontractor may be liable. The obligation to indemnify under this paragraph also extends to any and all claims of injury, loss and/or damages by or to Contractor's ("indemnitor's") own employees, and indemnitor does hereby waive any and all rights, immunities, and protections from civil liability it might otherwise have in this respect under any workers' compensation act, disability benefit act or other employee benefit act.

11. HOLD HARMLESS CLAUSE. In the event that any of the insurance hereinbefore provided shall not, by reason of any act, omission, or negligence of CONTRACTOR be procured or kept in full force and effect, CONTRACTOR shall indemnify, defend, and save harmless the COUNTY against losses, claims, and demands to the same extent as the COUNTY would have been indemnified by each insurance if it had been in full force and effect.
12. INDEPENDENT CAPACITY OF CONTRACTOR. CONTRACTOR, its employees, and agents are not deemed to be employees of the COUNTY in any manner whatsoever and shall act in an independent capacity and not as officers, employees, or agents of the COUNTY.
13. NO ASSIGNMENT. CONTRACTOR shall not assign any part of this AGREEMENT without prior written approval of the COUNTY.
14. LIQUIDATED DAMAGES
  - a. If CONTRACTOR fails to perform the services within the time specified in this AGREEMENT, or any extension, CONTRACTOR shall, in place of actual damages, pay to the COUNTY as fixed, agreed, and liquidated damages, for each occurrence, the following:
    - i. In the event that the AGREEMENT is terminated, in whole or in part, for default or because CONTRACTOR fails to perform satisfactorily, CONTRACTOR may be charged the sum of \$250.00 per day for each calendar day from the date of notification until the date of correction.
  - b. Alternatively, if delivery or performance is so delayed, the COUNTY may terminate this AGREEMENT in whole or in part. In that event, CONTRACTOR shall be liable for fixed, agreed, and liquidated damages accruing until the time the COUNTY may reasonably obtain delivery or performance of similar supplies or services.
  - c. CONTRACTOR shall not be charged with liquidated damages when the delay in delivery or performance arises out of causes beyond the control and without the fault or negligence of CONTRACTOR.
15. AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR(S). Funds are not presently available for

performance under this contract beyond December 31, 2025, or for services initially contemplated for performance starting in 2026. The COUNTY's obligation for performance of the AGREEMENT beyond December 31, 2025, is contingent upon the availability of appropriated funds upon which payment for AGREEMENT purposes can be made. No legal liability on the part of the COUNTY for any payment may arise for performance under this AGREEMENT beyond December 31, 2025, until funds are made available by the COUNTY and until CONTRACTOR receives notice of availability, to be confirmed in writing by the issuance of a Delivery Order or Purchase Order by the County Purchasing Department.

16. FAMILIARITY WITH PROPOSED WORK. CONTRACTOR certifies that it has carefully considered the work proposed and the COUNTY's Invitation for Bid to determine the difficulties and requirements incidental to the prosecution of the work, and that it possesses the necessary experience, expertise, and resources to meet or exceed the needs expressed in the IFB.
17. NON-DISCRIMINATION. CONTRACTOR agrees to comply with all applicable State and Federal laws, regulations, procedures, and orders which protect the civil rights of employees, job applicants, and recipients of services. CONTRACTOR expressly agrees to comply with Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act of 1990, and all other applicable Federal, State, and/or Local Laws, ordinances, rules and regulations, and orders prohibiting discrimination in hiring or employment opportunities. It shall not be an excuse for non-compliance that CONTRACTOR has or intends to delegate any of its responsibilities to any union, training program, other source of recruitment, or other entity, but CONTRACTOR shall remain primarily responsible for compliance hereunder.
18. CERTIFICATION REGARDING IMPARTIALITY AND CONFLICT OF INTEREST. CONTRACTOR certifies that it is a totally independent contractor and that to the best of its knowledge, no COUNTY official or employee is also an owner, corporate officer, or employee of its business, or has a vested interest, financial or otherwise, in this AGREEMENT or in the business of CONTRACTOR.
  - a. CONTRACTOR further certifies that it has fully disclosed as part of its Bid, in writing and prior to executing this AGREEMENT, which of its owners, corporate officers, management level employees, and associates is employed by the COUNTY or is a family member of a COUNTY employee, stating the persons' names and positions with CONTRACTOR and whether such individual has a position of authority and/or will be involved with the prison transport duties on a daily/monthly basis.
  - b. CONTRACTOR will inform the COUNTY in writing immediately if any potential conflict of interest arises during the performance of this AGREEMENT. Conflict of interest may constitute grounds for termination of this AGREEMENT following notification by the COUNTY to CONTRACTOR (allowing CONTRACTOR a reasonable opportunity to respond) where same is not corrected by CONTRACTOR within a reasonable time period after notice.
19. IMMIGRATION REFORM AND CONTROL ACT OF 1986. CONTRACTOR recognizes its responsibilities to assure the identity and employment eligibility of its own employees under the Immigration Reform and Control Act of 1986 and any record acquisition and retention requirements under the Act.

20. STATUTES APPLICABLE TO THIS AGREEMENT. CONTRACTOR is responsible for familiarity and compliance with all statutes that apply to its performance under this AGREEMENT.
21. NO ARBITRATION CLAUSES. CONTRACTOR agrees that no AGREEMENT with the County shall include Arbitration Clauses.
22. LICENSING. CONTRACTOR and all individuals acting under the authority of the CONTRACTOR shall at all times be appropriately licensed in the Commonwealth of Pennsylvania to perform all services under this Agreement. Failure to be so licensed shall be an instance of default.
23. DEFAULT/BREACH/RESOLUTION. If CONTRACTOR or the COUNTY defaults in its performance under the Terms and Conditions of the AGREEMENT, the defaulting party shall be promptly notified in writing. If the defaulting party fails to resolve a default within thirty (30) days after notification, or if the default requires more than thirty (30) days to resolve and the defaulting party fails to begin resolution of the default within thirty (30) days after notification, this AGREEMENT will be terminated. The COUNTY reserves the right to suspend, revise, or withhold funds in whole or part for reasons of noncompliance with the terms and provisions of the AGREEMENT. In addition, should the default of CONTRACTOR necessitate the County termination of this contract in whole or in part, COUNTY may acquire, correct, or replace with services or supplies similar to those terminated and CONTRACTOR shall pay to the COUNTY the cost occasioned by its default and/or make an equitable adjustment in the contract price at the option of the COUNTY.
24. AGREEMENT NOT TO HIRE. CONTRACTOR and the COUNTY both agree not to solicit, hire, contract with, or engage the employment or services of any employee or former employee of CONTRACTOR or the COUNTY during the period of, and for one (1) year after, the termination of the AGREEMENT without prior written approval of the other party. CONTRACTOR and the COUNTY agree that such approval will not be unreasonably withheld.
25. CONFIDENTIAL INFORMATION. All Information contained in the files of the COUNTY and all departments thereof is considered "Confidential Information." "Confidential Information" means any and all information, data, documents, files, and records disclosed to CONTRACTOR by the COUNTY either directly or indirectly, in writing or orally. Confidential Information does not include information which (i) is known to CONTRACTOR at the time of disclosure to CONTRACTOR by the COUNTY as evidenced by written records of CONTRACTOR, (ii) has become publicly known and made generally available through no wrongful act of CONTRACTOR or (iii) has been rightfully received by CONTRACTOR from a third party who is authorized to make such disclosure.
  - a. CONTRACTOR agrees not to use any Confidential Information disclosed to it by the COUNTY for its use or for any purpose except to carry out discussions concerning, and the undertaking of, any business relationship between CONTRACTOR and the COUNTY to third parties or to employees of CONTRACTOR except employees who are required to have the information in order to carry out the discussions or intentions of the aforementioned relationship. CONTRACTOR will have or has had employees who have access to Confidential Information of the COUNTY sign a nondisclosure agreement in content substantially similar to this AGREEMENT and will promptly notify the COUNTY in writing of the names of each such employee upon the Invitation of the COUNTY at any time. CONTRACTOR agrees that it will take all reasonable measures to protect the secrecy of and avoid disclosure or use of

Confidential Information of the COUNTY in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized hereunder to have any such information, which measures shall include the highest degree of care that CONTRACTOR utilizes to protect its own Confidential Information of a similar nature. CONTRACTOR agrees to notify the COUNTY promptly in writing of any misuse or misappropriation of Confidential Information of the COUNTY which may come to CONTRACTOR's attention.

26. HIPAA. If applicable, CONTRACTOR agrees to comply with HIPAA. CONTRACTOR assumes any and all responsibility for compliance with HIPAA relative to the processing, confidentiality, and security of medical and/or health information and related documentation/records in connection with CONTRACTOR's provision of services as set forth under the AGREEMENT. CONTRACTOR hereby agrees to indemnify, defend, reimburse, and hold harmless the COUNTY, its officers, agents, and employees for, or on account of, any violation of HIPAA attributable to its performance under the AGREEMENT which subjects the COUNTY to any non-compliance penalties, whether civil or otherwise.
27. JURISDICTION. This Agreement is governed by the laws of the Commonwealth of Pennsylvania. Jurisdiction and venue shall be in the Court of Common Pleas of Lancaster County, Pennsylvania or in the Federal Court for the Eastern District of Pennsylvania.

**IN WITNESS WHEREOF**, the County of Lancaster and **Chemung Supply Corporation** have executed this agreement as of the date above first written, intending to be legally bound hereby.

ATTEST:

**LANCASTER COUNTY  
BOARD OF COMMISSIONERS**

\_\_\_\_\_  
Lawrence M. George, Administrator/Chief Clerk

\_\_\_\_\_  
Ray D'Agostino, Chairman

\_\_\_\_\_  
Joshua G. Parson, Vice Chairman

\_\_\_\_\_  
Alice Yoder, Commissioner

VENDOR:

**Chemung Supply Corporation**

\_\_\_\_\_  
Carl H Perine, Vice President

## **POLYETHYLENE ROAD PIPES AND HIGHWAY INLET BOXES, GRATES, AND FRAMES AGREEMENT**

This AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the COUNTY OF LANCASTER (hereinafter "the COUNTY") a class 2A county of the Commonwealth of Pennsylvania with an address of 150 North Queen Street, Lancaster, PA 17603 and Mid-Atlantic Precast (hereinafter "CONTRACTOR") whose principal address is 789 Kings Mill Rd. York PA .

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. **SCOPE OF SERVICES.** CONTRACTOR agrees to provide POLYETHYLENE ROAD PIPES AND HIGHWAY INLET BOXES, GRATES, AND FRAMES at the invitation of the COUNTY including but not limited to those described in Section 3 of the Invitation for Bid (23-035).
2. **COMPENSATION.** The COUNTY agrees to pay CONTRACTOR for the services listed in this Agreement at the rate and in the manner indicated in CONTRACTOR's executed and accepted Bid. Said payment shall be the total compensation paid by the COUNTY to CONTRACTOR, including all related incidental work thereto.
3. **REPRESENTATIONS.** CONTRACTOR further agrees to the following:
  - a. CONTRACTOR shall strictly maintain all clients' confidentiality and rights to privacy regarding names, identities, clients, records, etc.
  - b. CONTRACTOR agrees to comply with Health Insurance Portability and Accountability Act of 1996 (hereinafter "HIPAA") regulations regarding the identification, use, and disclosure of Protected Health Information (PHI). A formal HIPAA business associate agreement is not needed on the basis of 45 CFR 164.502 (e)(1)(ii).
  - c. CONTRACTOR, its agents, employees, directors, and officers shall not be considered employees of the COUNTY for any purpose and specifically as any benefits or withholding of taxes is concerned. No withholding will be made by the COUNTY for any federal, state, social security, or local taxes from the amounts paid to CONTRACTOR by the COUNTY. CONTRACTOR agrees to be solely responsible for the withholding and payment of such taxes.
  - d. CONTRACTOR, its agents, employees, directors, and officers shall not be covered by the COUNTY'S workers' compensation or unemployment insurance provided by the COUNTY to its employees and expressly waives any such coverage. The COUNTY shall not be responsible for any loss, liability, claim, damages, or expenses resulting from or arising out of any act or omission, or any violation of law on the part of third persons causing damages to the CONTRACTOR.
  - e. CONTRACTOR shall not assign its rights or obligations under this AGREEMENT to any other person or entity whatsoever unless written consent is first obtained from the COUNTY.
  - f. In order to protect the COUNTY'S goodwill, CONTRACTOR, its agents, employees, and officers all agree to conduct themselves reasonably, prudently, and courteously in such a manner so as not to reflect adversely upon the COUNTY; and CONTRACTOR will perform at all times



- b. Any alteration, variation, modifications, or waiver of any provision of the AGREEMENT shall be valid only when reduced to writing, duly acknowledged by the parties hereto by execution of an addendum, which shall be attached to and become part of this AGREEMENT.
  - c. The COUNTY reserves the right to suspend, revise, or withhold funds in whole or part for reasons of noncompliance with the terms and provisions of this AGREEMENT.
  - d. The COUNTY may terminate this AGREEMENT at any time, upon ten (10) days' written notice delivered by certified mail or in person in which case equitable adjustment will be made for work satisfactorily performed up to the date of notice of termination.
  - e. The County shall be the owners of and shall be entitled to possession of any software, computations, plans, correspondence, or other pertinent data and information gathered by, or computed by CONTRACTOR under this agreement. However, the CONTRACTOR shall remain the owners of their methodologies, trade secrets, and other copyrighted forms and materials.
7. INDEMNIFICATION. CONTRACTOR, its officers, directors, agents, employees, heirs, successors, and assigns shall indemnify and hold harmless the COUNTY, its Commissioners, officers, employees, representatives, and agents and defend against and from all claims, demands, costs, expenses, damages, liabilities, judgments, fines, penalties, and losses, of any nature, including reasonable attorney's fees and costs, which may arise against the COUNTY, its Commissioners, officers, employees, representatives, and agents arising from or related to its performance, including but not limited to CONTRACTOR's negligence, neglect, intentional acts, malfeasance or omission, or refusal or failure to perform such responsibilities and for breach of any provision, including the terms and conditions, of this AGREEMENT.
- a. CONTRACTOR further agrees to indemnify and save harmless the COUNTY from any and all actions, claims and demands whatsoever that may result from CONTRACTOR's use of any facilities owned by the COUNTY, and does further agree to repair any damage to the COUNTY-owned property caused by CONTRACTOR's negligence or willful actions.
  - b. It is not the intention of this Section, or anything herein provided, to confer in a third-party beneficiary a right of action upon any person whatsoever and nothing hereinbefore or hereinafter set forth shall be construed so as to confer upon any person other than the COUNTY a right of action either under this AGREEMENT or in any manner whatsoever.
8. LIABILITY AND OTHER INSURANCE. CONTRACTOR, at CONTRACTOR'S sole cost and expense, shall maintain and provide certification of the following: (1) commercial general liability insurance and automobile liability (if such exposure exists) against any claims for bodily injury, death or property damage, (2) worker's compensation insurance to the extent necessary under applicable law, (3) professional liability insurance (if such exposure exists) in such amounts to afford minimum protection per occurrence as described below, and for such risks as the COUNTY may from time to time deem reasonably necessary, and (4) such other insurance, in such amounts and against such risks, as is commonly obtained in the case of providers of services in Pennsylvania similar to the services provided by CONTRACTOR. All policies of insurance, including policies for any amounts carried in excess of the required minimum, shall be written by companies of recognized financial standing legally qualified to issue such insurance and shall be maintained continuously

in full force and effect.

9. GENERAL REQUIREMENTS FOR INSURANCE. Except as otherwise approved by the COUNTY in writing, the following provisions shall apply to each and every policy of insurance which CONTRACTOR is required hereunder to carry:

- a. The form, amount, and coverage of each policy, and the insurer under each policy (which must be duly licensed in Pennsylvania), shall be subject to the COUNTY's approval;
- b. CONTRACTOR shall cause each insurance carrier to deliver its certificate of insurance to the COUNTY and to any other party designated by the COUNTY, certifying the applicable insurance provisions herein required (i) upon the execution hereof, and (ii) at any other time upon the COUNTY's Invitation;
- c. At least thirty (30) days prior to the expiration of each policy, CONTRACTOR shall provide the COUNTY with certificates (or copies of policies) of renewal or replacement policies; in the event of non-renewal or cancellation or material change in coverage, a sixty (60) day notice of such action shall be sent via certified mail to the COUNTY;
- d. CONTRACTOR shall not permit any condition to exist and shall not commit any act or omission which would wholly or partially invalidate any insurance.
- e. The COUNTY shall be endorsed as an additional insured on all policies, except workers' compensation and professional liability;
- f. The requirements described above are also applicable to any and all other employees or subcontractors hired by CONTRACTOR to perform work under this contract.

10. INSURANCE.

- a. The selected firm shall, at its sole cost and expense, procure and maintain in full force and effect covering the performance of the services rendered under this AGREEMENT, insurance in the types and limits specified below. In addition to the insurance coverage and limits listed herein, the selected firm shall obtain any other insurance coverage as may be required by law.
  - i. General Liability Insurance:
    - Limits of Liability: \$1,000,000 per occurrence and \$2,000,000 in the aggregate
    - Products-Comp/Ops: \$2,000,000 in the aggregate
    - Personal & Advertising Injury: \$1,000,000 in the aggregate
    - Medical Expense (any person): \$5,000 per occurrence (any one person)
    - Coverage: Premise operations, blanket contractual liability, personal injury liability (employee exclusion deleted), products and completed operations, independent contractors, employees and volunteers as additional insured, joint liability, and broad form property damage (including completed operations).
    - Cyber Liability: \$2,000,000
  - ii. Workers' Compensation and Employers' Liability Insurance:
    - Limits of Liability: Workers' Compensation - Statutory Limits.
    - Employers' Liability –
      - Bodily Injury by Accident: \$500,000 Each Accident

Bodily Injury by Disease: \$500,000 Each Employee  
Bodily Injury by Disease: \$500,000 Policy Limit  
Other States' coverage and Pennsylvania endorsement.

iii. Automobile Liability:

Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability.

Coverage: Owner, non-owned, and hired vehicles.

iv. Professional Liability Insurance:

Limits of Liability: \$1,000,000 by claim.

Coverage: For occurrences happening during the performance of services required under this AGREEMENT, coverage shall be maintained in full force and effect under the policy for the full term of the AGREEMENT period, including options and extensions. The policy shall include a "tail coverage" if a one (1) or two (2) year period of exposure exists.

v. Umbrella Liability: Umbrella and/or Excess Liability Coverage in the amount of \$1,000,000.

- b. All insurance provided for in this section shall be obtained under valid and enforceable policies issued by insurers of recognized responsibility, which have been rated A- or better by A.M. Best Rating Service, which are licensed to do business in the Commonwealth of Pennsylvania.
- c. CONTRACTOR shall maintain, at its own expense throughout the Term, cyber liability insurance coverage or a cyber liability insurance rider in the Errors and Omissions policy providing privacy response coverage and third party liability coverage covering CONTRACTOR for claims, losses, liabilities, judgments, settlements, lawsuits, regulatory actions, and other costs or damages arising out of its performance under this AGREEMENT, including any negligent or otherwise wrongful acts or omissions by CONTRACTOR or any employee or agent thereof in at least such amounts and on such terms as follows: For third party damages, \$2,000,000 for each "event" subject to an annual aggregate limit of \$4,000,000. For first party privacy response costs incurred by CONTRACTOR, \$2,000,000 each event and aggregate. This includes but is not limited to: any breach of any law or regulation governing confidentiality of PHI (as defined under HIPAA) and Personal Information (as defined under the Pennsylvania HIPAA Act). Upon request, CONTRACTOR shall furnish the COUNTY, upon request and as evidence of coverage, a certificate of insurance for Cyber Liability and/or Errors and Omissions insurance. CONTRACTOR shall not cancel or reduce any such insurance without the prior written consent of the COUNTY. CONTRACTOR shall notify the COUNTY in writing within five (5) business days if it receives notice that its insurance carrier intends to terminate, cancel, non-renew, or rescind cyber liability insurance or Errors and Omissions insurance.
- d. If CONTRACTOR desires to self-insure any or all of the coverages listed in this section, it shall provide to the COUNTY documentation that such self-insurance has received all the approvals required by law or regulations, as well as the most recent audited financial statement of the selected firm's insurance. Any coverage which is self-insured shall provide the same coverage limits and benefits as the coverages listed in this section.

- e. The COUNTY reserves the right to review categories and levels of insurance coverage held by CONTRACTOR in an ongoing program of risk management. CONTRACTOR will be notified, in writing, of coverage requirements as determined by this review and CONTRACTOR agrees to secure such requested coverage.
  - i. If CONTRACTOR fails to obtain or maintain the required insurance, the COUNTY shall have the right to treat such failure as a material breach of the AGREEMENT and to exercise all appropriate rights and remedies.
  - ii. CONTRACTOR shall not permit any condition to exist and shall not commit any act or omission, which would wholly or partially invalidate any insurance.
  - iii. The COUNTY shall be endorsed as an additional insured on all policies, except workers' compensation and professional liability; General Liability and Umbrella insurance shall be written on an "occurrence" form and shall name the County as Additional Insured on a primary and non-contributory basis. Where applicable, policies shall include a Waiver of Subrogation in favor of the County.
  
- g. CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate Certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated in this AGREEMENT.
  
- h. Waiver of subrogation in favor of the COUNTY, its Board of Commissioners, employees, directors, officers, departments, and divisions applies under all policies.
  
- i. When it applies, Additional Insured must read: The County of Lancaster, its Board of Commissioners, employees, directors, officers, departments, and divisions shall be included as additional insured with respect to the work performed for this contract: Road/Traffic Line Paintings IFB #23-035.
  
- j. Cancellation Clause must read: Should any of the above-described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
  
- k. Certificate Holder - County of Lancaster, Attn: Purchasing Department, 150 North Queen Street, Lancaster, PA 17603.
  
- l. CONTRACTOR hereby expressly waives any immunity under the Workers' Compensation Act, either as an employer or statutory employer, for any claim brought by the COUNTY. This waiver is intended to comply with the provisions of Section 303(b) [77 P.S. § 481(b)] of said Act.
  
- m. CONTRACTOR shall accept full responsibility for the payment of premiums of all insurance for CONTRACTOR or CONTRACTOR's employees who are performing services pursuant to this AGREEMENT.
  
- n. **Indemnification Language** - To the fullest extent permitted by law, Contractor ("indemnitor") hereby agrees to defend, indemnify and hold harmless County ("indemnitee") and its officers, directors, agents, consultants and employees of

and from any and all liability, damages, costs, suits, fees and judgments arising or resulting from bodily injury (including death) or property damage, including loss of use of property damage resulting there from, but only to the extent caused in whole or in part by the negligent acts or omissions of the Contractor, Subcontractor, or any of the Subcontractor's subcontractors, suppliers, manufacturers, or other persons or entities for whose acts the Subcontractor may be liable. The obligation to indemnify under this paragraph also extends to any and all claims of injury, loss and/or damages by or to Contractor's ("indemnitor's") own employees, and indemnitor does hereby waive any and all rights, immunities, and protections from civil liability it might otherwise have in this respect under any workers' compensation act, disability benefit act or other employee benefit act.

11. HOLD HARMLESS CLAUSE. In the event that any of the insurance hereinbefore provided shall not, by reason of any act, omission, or negligence of CONTRACTOR be procured or kept in full force and effect, CONTRACTOR shall indemnify, defend, and save harmless the COUNTY against losses, claims, and demands to the same extent as the COUNTY would have been indemnified by each insurance if it had been in full force and effect.
12. INDEPENDENT CAPACITY OF CONTRACTOR. CONTRACTOR, its employees, and agents are not deemed to be employees of the COUNTY in any manner whatsoever and shall act in an independent capacity and not as officers, employees, or agents of the COUNTY.
13. NO ASSIGNMENT. CONTRACTOR shall not assign any part of this AGREEMENT without prior written approval of the COUNTY.
14. LIQUIDATED DAMAGES
  - a. If CONTRACTOR fails to perform the services within the time specified in this AGREEMENT, or any extension, CONTRACTOR shall, in place of actual damages, pay to the COUNTY as fixed, agreed, and liquidated damages, for each occurrence, the following:
    - i. In the event that the AGREEMENT is terminated, in whole or in part, for default or because CONTRACTOR fails to perform satisfactorily, CONTRACTOR may be charged the sum of \$250.00 per day for each calendar day from the date of notification until the date of correction.
  - b. Alternatively, if delivery or performance is so delayed, the COUNTY may terminate this AGREEMENT in whole or in part. In that event, CONTRACTOR shall be liable for fixed, agreed, and liquidated damages accruing until the time the COUNTY may reasonably obtain delivery or performance of similar supplies or services.
  - c. CONTRACTOR shall not be charged with liquidated damages when the delay in delivery or performance arises out of causes beyond the control and without the fault or negligence of CONTRACTOR.
15. AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR(S). Funds are not presently available for

performance under this contract beyond December 31, 2025, or for services initially contemplated for performance starting in 2026. The COUNTY's obligation for performance of the AGREEMENT beyond December 31, 2025, is contingent upon the availability of appropriated funds upon which payment for AGREEMENT purposes can be made. No legal liability on the part of the COUNTY for any payment may arise for performance under this AGREEMENT beyond December 31, 2025, until funds are made available by the COUNTY and until CONTRACTOR receives notice of availability, to be confirmed in writing by the issuance of a Delivery Order or Purchase Order by the County Purchasing Department.

16. FAMILIARITY WITH PROPOSED WORK. CONTRACTOR certifies that it has carefully considered the work proposed and the COUNTY's Invitation for Bid to determine the difficulties and requirements incidental to the prosecution of the work, and that it possesses the necessary experience, expertise, and resources to meet or exceed the needs expressed in the IFB.
17. NON-DISCRIMINATION. CONTRACTOR agrees to comply with all applicable State and Federal laws, regulations, procedures, and orders which protect the civil rights of employees, job applicants, and recipients of services. CONTRACTOR expressly agrees to comply with Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act of 1990, and all other applicable Federal, State, and/or Local Laws, ordinances, rules and regulations, and orders prohibiting discrimination in hiring or employment opportunities. It shall not be an excuse for non-compliance that CONTRACTOR has or intends to delegate any of its responsibilities to any union, training program, other source of recruitment, or other entity, but CONTRACTOR shall remain primarily responsible for compliance hereunder.
18. CERTIFICATION REGARDING IMPARTIALITY AND CONFLICT OF INTEREST. CONTRACTOR certifies that it is a totally independent contractor and that to the best of its knowledge, no COUNTY official or employee is also an owner, corporate officer, or employee of its business, or has a vested interest, financial or otherwise, in this AGREEMENT or in the business of CONTRACTOR.
  - a. CONTRACTOR further certifies that it has fully disclosed as part of its Bid, in writing and prior to executing this AGREEMENT, which of its owners, corporate officers, management level employees, and associates is employed by the COUNTY or is a family member of a COUNTY employee, stating the persons' names and positions with CONTRACTOR and whether such individual has a position of authority and/or will be involved with the prison transport duties on a daily/monthly basis.
  - b. CONTRACTOR will inform the COUNTY in writing immediately if any potential conflict of interest arises during the performance of this AGREEMENT. Conflict of interest may constitute grounds for termination of this AGREEMENT following notification by the COUNTY to CONTRACTOR (allowing CONTRACTOR a reasonable opportunity to respond) where same is not corrected by CONTRACTOR within a reasonable time period after notice.
19. IMMIGRATION REFORM AND CONTROL ACT OF 1986. CONTRACTOR recognizes its responsibilities to assure the identity and employment eligibility of its own employees under the Immigration Reform and Control Act of 1986 and any record acquisition and retention requirements under the Act.

20. STATUTES APPLICABLE TO THIS AGREEMENT. CONTRACTOR is responsible for familiarity and compliance with all statutes that apply to its performance under this AGREEMENT.
21. NO ARBITRATION CLAUSES. CONTRACTOR agrees that no AGREEMENT with the County shall include Arbitration Clauses.
22. LICENSING. CONTRACTOR and all individuals acting under the authority of the CONTRACTOR shall at all times be appropriately licensed in the Commonwealth of Pennsylvania to perform all services under this Agreement. Failure to be so licensed shall be an instance of default.
23. DEFAULT/BREACH/RESOLUTION. If CONTRACTOR or the COUNTY defaults in its performance under the Terms and Conditions of the AGREEMENT, the defaulting party shall be promptly notified in writing. If the defaulting party fails to resolve a default within thirty (30) days after notification, or if the default requires more than thirty (30) days to resolve and the defaulting party fails to begin resolution of the default within thirty (30) days after notification, this AGREEMENT will be terminated. The COUNTY reserves the right to suspend, revise, or withhold funds in whole or part for reasons of noncompliance with the terms and provisions of the AGREEMENT. In addition, should the default of CONTRACTOR necessitate the County termination of this contract in whole or in part, COUNTY may acquire, correct, or replace with services or supplies similar to those terminated and CONTRACTOR shall pay to the COUNTY the cost occasioned by its default and/or make an equitable adjustment in the contract price at the option of the COUNTY.
24. AGREEMENT NOT TO HIRE. CONTRACTOR and the COUNTY both agree not to solicit, hire, contract with, or engage the employment or services of any employee or former employee of CONTRACTOR or the COUNTY during the period of, and for one (1) year after, the termination of the AGREEMENT without prior written approval of the other party. CONTRACTOR and the COUNTY agree that such approval will not be unreasonably withheld.
25. CONFIDENTIAL INFORMATION. All Information contained in the files of the COUNTY and all departments thereof is considered "Confidential Information." "Confidential Information" means any and all information, data, documents, files, and records disclosed to CONTRACTOR by the COUNTY either directly or indirectly, in writing or orally. Confidential Information does not include information which (i) is known to CONTRACTOR at the time of disclosure to CONTRACTOR by the COUNTY as evidenced by written records of CONTRACTOR, (ii) has become publicly known and made generally available through no wrongful act of CONTRACTOR or (iii) has been rightfully received by CONTRACTOR from a third party who is authorized to make such disclosure.
  - a. CONTRACTOR agrees not to use any Confidential Information disclosed to it by the COUNTY for its use or for any purpose except to carry out discussions concerning, and the undertaking of, any business relationship between CONTRACTOR and the COUNTY to third parties or to employees of CONTRACTOR except employees who are required to have the information in order to carry out the discussions or intentions of the aforementioned relationship. CONTRACTOR will have or has had employees who have access to Confidential Information of the COUNTY sign a nondisclosure agreement in content substantially similar to this AGREEMENT and will promptly notify the COUNTY in writing of the names of each such employee upon the Invitation of the COUNTY at any time. CONTRACTOR agrees that it will take all reasonable measures to protect the secrecy of and avoid disclosure or use of

Confidential Information of the COUNTY in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized hereunder to have any such information, which measures shall include the highest degree of care that CONTRACTOR utilizes to protect its own Confidential Information of a similar nature. CONTRACTOR agrees to notify the COUNTY promptly in writing of any misuse or misappropriation of Confidential Information of the COUNTY which may come to CONTRACTOR's attention.

26. HIPAA. If applicable, CONTRACTOR agrees to comply with HIPAA. CONTRACTOR assumes any and all responsibility for compliance with HIPAA relative to the processing, confidentiality, and security of medical and/or health information and related documentation/records in connection with CONTRACTOR's provision of services as set forth under the AGREEMENT. CONTRACTOR hereby agrees to indemnify, defend, reimburse, and hold harmless the COUNTY, its officers, agents, and employees for, or on account of, any violation of HIPAA attributable to its performance under the AGREEMENT which subjects the COUNTY to any non-compliance penalties, whether civil or otherwise.

27. JURISDICTION. This Agreement is governed by the laws of the Commonwealth of Pennsylvania. Jurisdiction and venue shall be in the Court of Common Pleas of Lancaster County, Pennsylvania or in the Federal Court for the Eastern District of Pennsylvania.

**IN WITNESS WHEREOF**, the County of Lancaster and **Mid-Atlantic Precast** have executed this agreement as of the date above first written, intending to be legally bound hereby.

ATTEST:

**LANCASTER COUNTY  
BOARD OF COMMISSONERS**

\_\_\_\_\_  
Lawrence M. George, Administrator/Chief Clerk

\_\_\_\_\_  
Ray D'Agostino, Chairman

\_\_\_\_\_  
Joshua G. Parson, Vice Chairman

\_\_\_\_\_  
Alice Yoder, Commissioner

VENDOR:

**Mid-Atlantic Precast**



\_\_\_\_\_  
**Joshua Temple - V.P. Sales & Project Management**

Road Pipes, Boxes, Grates and Frames IFB (25-024)

**UNOFFICIAL RESULTS**

POSTED: Thursday, October 2, 2025  
 OPENED: Thursday, October 30, 2025 - 11:00 AM  
 TENTATIVE AWARD DATE: Wednesday, November 19, 2025  
 CONTRACT PERIOD: January 1, 2026 - December 31, 2027

*The County of Lancaster considers no bids to be "official" until a Resolution is approved by the Board of Commissioners. Bidders should therefore consider the bids posted below as "unofficial" and not to make any assumptions nor take any actions based on these results.*

**AWARDED VENDOR**

		Chemung Supply Corp			Mid Atlantic Precast		
	2025-2026	BASE PERIOD 01/01/2026 - 12/31/2027			BASE PERIOD 01/01/2026 - 12/31/2027		
1. Corrugated Polyethylene Pipes and Connectors)	Est. Quantity (linear ft)						
1-A: Corrugated polyethylene pipe, round, corrugated exterior/smooth interior, type S, integral bell & spigot union, 20' standard length		Unit Price DELIVERED	Unit Price PICK-UP	Total DELIVERED Price	Unit Price DELIVERED	Unit Price PICK-UP	Total DELIVERED Price
4" dia	1	\$ 2.27	\$ 2.27	\$ 2.27	no bid	no bid	no bid
6" dia	300	\$ 4.38	\$ 4.38	\$ 1,314.00	no bid	no bid	no bid
15" dia	2,520	\$ 11.14	\$ 11.14	\$ 28,072.80	no bid	no bid	no bid
18" dia	2,080	\$ 15.13	\$ 15.13	\$ 31,470.40	no bid	no bid	no bid
24" dia	1,240	\$ 24.49	\$ 24.49	\$ 30,367.60	no bid	no bid	no bid
30" dia	780	\$ 36.48	\$ 36.48	\$ 28,454.40	no bid	no bid	no bid
36" dia	300	\$ 47.24	\$ 47.24	\$ 14,172.00	no bid	no bid	no bid
42" dia	1	\$ 64.97	\$ 64.97	\$ 64.97	no bid	no bid	no bid
48" dia	100	\$ 76.54	\$ 76.54	\$ 7,654.00	no bid	no bid	no bid
60" dia	140	\$ 162.98	\$ 162.98	\$ 22,817.20	no bid	no bid	no bid
1-B: Corrugated polyethylene pipe, round corrugated exterior/smooth interior stpe S, plain end, 20' standard length.							
4" dia	1	\$ 2.27	\$ 2.27	\$ 2.27	no bid	no bid	no bid
6" dia	1	\$ 4.38	\$ 4.38	\$ 4.38	no bid	no bid	no bid
15" dia	200	\$ 11.14	\$ 11.14	\$ 2,228.00	no bid	no bid	no bid

18" dia	1	\$ 15.13	\$ 15.13	\$ 15.13	no bid	no bid	no bid
24" dia	20	\$ 24.49	\$ 24.49	\$ 489.80	no bid	no bid	no bid
30" dia	1	\$ 36.48	\$ 36.48	\$ 36.48	no bid	no bid	no bid
36" dia	1	\$ 47.24	\$ 47.24	\$ 47.24	no bid	no bid	no bid
42" dia	1	\$ 64.97	\$ 64.97	\$ 64.97	no bid	no bid	no bid
48" dia	1	\$ 76.54	\$ 76.54	\$ 76.54	no bid	no bid	no bid
60" dia	1	\$ 162.98	\$ 162.98	\$ 162.98	no bid	no bid	no bid
<b>1-C: Corrugated polyethylene pipe, round, perforated, type SP, corrugated exterior/smooth interior, integral bell &amp; spigot union, 2-' standard length</b>		<b>Unit Price DELIVERED</b>	<b>Unit Price PICK-UP</b>	<b>Total DELIVERED Price</b>	<b>Unit Price DELIVERED</b>	<b>Unit Price PICK-UP</b>	<b>Total DELIVERED Price</b>
15" dia	1	\$ 11.14	\$ 11.14	\$ 11.14	no bid	no bid	no bid
18" dia	1	\$ 15.13	\$ 15.13	\$ 15.13	no bid	no bid	no bid
24" dia	1	\$ 24.49	\$ 24.49	\$ 24.49	no bid	no bid	no bid
30" dia	1	\$ 36.48	\$ 36.48	\$ 36.48	no bid	no bid	no bid
36" dia	1	\$ 47.24	\$ 47.24	\$ 47.24	no bid	no bid	no bid
<b>1-D: Corrugated polyethylene pipe, round, corrugated exterior and interior, type C, plain end, 20' standard length</b>							
15" dia	1	\$ 11.14	\$ 11.14	\$ 11.14	no bid	no bid	no bid
18" dia	1	\$ 15.13	\$ 15.13	\$ 15.13	no bid	no bid	no bid
24" dia	1	\$ 24.49	\$ 24.49	\$ 24.49	no bid	no bid	no bid
30" dia	1	\$ 36.48	\$ 36.48	\$ 36.48	no bid	no bid	no bid
36" dia	1	\$ 44.87	\$ 44.87	\$ 44.87	no bid	no bid	no bid
<b>1-E: Couplings/connectors for corrugated polyethylene pipe, round (EACH)</b>							
4" dia	1	\$ 1.93	\$ 1.93	\$ 1.93	no bid	no bid	no bid
6" dia	1	\$ 4.51	\$ 4.51	\$ 4.51	no bid	no bid	no bid
15" dia	10	\$ 15.95	\$ 15.95	\$ 159.50	no bid	no bid	no bid
18" dia	7	\$ 27.19	\$ 27.19	\$ 190.33	no bid	no bid	no bid
24" dia	4	\$ 38.34	\$ 38.34	\$ 153.36	no bid	no bid	no bid
30" dia	2	\$ 89.13	\$ 89.13	\$ 178.26	no bid	no bid	no bid
36" dia	1	\$ 124.00	\$ 124.00	\$ 124.00	no bid	no bid	no bid
42" dia	1	\$ 181.51	\$ 181.51	\$ 181.51	no bid	no bid	no bid
48" dia	1	\$ 213.07	\$ 213.07	\$ 213.07	no bid	no bid	no bid
60" dia	1	\$ 331.45	\$ 331.45	\$ 331.45	no bid	no bid	no bid
<b>1-F: Elbow, 45 degrees (EACH)</b>							
4" dia	1	\$ 12.03	\$ 12.03	\$ 12.03	no bid	no bid	no bid
6" dia	1	\$ 19.84	\$ 19.84	\$ 19.84	no bid	no bid	no bid
15" dia	1	\$ 103.27	\$ 103.27	\$ 103.27	no bid	no bid	no bid

18" dia	1	\$ 137.59	\$ 137.59	\$ 137.59	no bid	no bid	no bid
24" dia	1	\$ 281.00	\$ 281.00	\$ 281.00	no bid	no bid	no bid
30" dia	1	\$ 437.61	\$ 437.61	\$ 437.61	no bid	no bid	no bid
36" dia	1	\$ 670.28	\$ 670.28	\$ 670.28	no bid	no bid	no bid
42" dia	1	\$ 953.83	\$ 953.83	\$ 953.83	no bid	no bid	no bid
48" dia	1	\$ 1,222.00	\$ 1,222.00	\$ 1,222.00	no bid	no bid	no bid
60" dia	1	\$ 1,854.54	\$ 1,854.54	\$ 1,854.54	no bid	no bid	no bid
<b>1-G: Elbow, 90 degrees (EACH)</b>		<b>Unit Price DELIVERED</b>	<b>Unit Price PICK-UP</b>	<b>Total DELIVERED Price</b>	<b>Unit Price DELIVERED</b>	<b>Unit Price PICK-UP</b>	<b>Total DELIVERED Price</b>
4" dia	1	\$ 12.03	\$ 12.03	\$ 12.03	no bid	no bid	no bid
6" dia	1	\$ 19.84	\$ 19.84	\$ 19.84	no bid	no bid	no bid
15" dia	1	\$ 119.18	\$ 119.18	\$ 119.18	no bid	no bid	no bid
18" dia	1	\$ 167.19	\$ 167.19	\$ 167.19	no bid	no bid	no bid
24" dia	1	\$ 330.60	\$ 330.60	\$ 330.60	no bid	no bid	no bid
30" dia	1	\$ 684.22	\$ 684.22	\$ 684.22	no bid	no bid	no bid
36" dia	1	\$ 911.65	\$ 911.65	\$ 911.65	no bid	no bid	no bid
42" dia	1	\$ 1,334.54	\$ 1,334.54	\$ 1,334.54	no bid	no bid	no bid
48" dia	1	\$ 1,607.14	\$ 1,607.14	\$ 1,607.14	no bid	no bid	no bid
60" dia	1	\$ 2,793.64	\$ 2,793.64	\$ 2,793.64	no bid	no bid	no bid
<b>1 - H: Flared End Sections (EACH)</b>							
4" dia	1	NA	NA	NA	no bid	no bid	no bid
6" dia	1	\$ 151.06	\$ 151.06	\$ 151.06	no bid	no bid	no bid
15" dia	7	\$ 151.06	\$ 151.06	\$ 1,057.42	no bid	no bid	no bid
18" dia	6	\$ 202.92	\$ 202.92	\$ 1,217.52	no bid	no bid	no bid
24" dia	2	\$ 260.43	\$ 260.43	\$ 520.86	no bid	no bid	no bid
30" dia	2	\$ 600.00	\$ 600.00	\$ 1,200.00	no bid	no bid	no bid
36" dia	2	\$ 800.00	\$ 800.00	\$ 1,600.00	no bid	no bid	no bid
42" dia	1	\$ 1,400.00	\$ 1,400.00	\$ 1,400.00	no bid	no bid	no bid
48" dia	1	\$ 1,700.00	\$ 1,700.00	\$ 1,700.00	no bid	no bid	no bid
60" dia	1	\$ 2,900.00	\$ 2,900.00	\$ 2,900.00	no bid	no bid	no bid
<b>2. Inlet Boxes, Grates, and Frames</b>		<b>Unit Price DELIVERED</b>	<b>Unit Price PICK-UP</b>	<b>Total DELIVERED Price</b>	<b>Unit Price DELIVERED</b>	<b>Unit Price PICK-UP</b>	<b>Total DELIVERED Price</b>
2 - A: Inlet Box, 24" x 45 1/4", precast concrete standard, 3'0" max height	10	no bid	no bid	no bid	\$ 799.00	\$ 727.00	\$ 7,990.00
2 - B: Height add-ons for inlet box, 6" increments	1	no bid	no bid	no bid	\$ 307.00	\$ 235.00	\$ 307.00
2 - C Top, precast concrete, without grate, type M	23	no bid	no bid	no bid	\$ 287.00	\$ 143.00	\$ 6,601.00

2 - D: Top, precast concrete, without grate, type M (PADOT CERTIFIED)	1	no bid	no bid	no bid	no bid	no bid	no bid
2 - E: Top, precast concrete, without grate, type S	1	no bid	no bid	no bid	\$ 574.00	\$ 286.00	\$ 574.00
2 - F: Top, precast concrete, without grate, type C	18	no bid	no bid	no bid	\$ 287.00	\$ 143.00	\$ 5,166.00
2 - G: Top, precast concrete, without grate, type C (PADOT CERTIFIED)	4	no bid	no bid	no bid	no bid	no bid	no bid
2 - H: M-ALT Frame, structural steel for inlet box, 3"	11	no bid	no bid	no bid	\$ 499.00	\$ 356.00	\$ 5,489.00
2 - I: M-ALT Frame, structural steel for inlet box, 3" (PADOT CERTIFIED)	1	no bid	no bid	no bid	\$ 517.00	\$ 374.00	\$ 517.00
2 - J: C-ALT Frame, structural steel for inlet box, 8"	1	no bid	no bid	no bid	\$ 823.00	\$ 679.00	\$ 823.00
2 - K: C-ALT Frame, structural steel for inlet box, 8" (PADOT CERTIFIED)	1	no bid	no bid	no bid	\$ 857.00	\$ 713.00	\$ 857.00
2 - L: Grate, structural steel	7	no bid	no bid	no bid	\$ 621.00	\$ 477.00	\$ 4,347.00
2 - M: Grate, structural steel (PADOT CERTIFIED)	1	no bid	no bid	no bid	\$ 645.00	\$ 501.00	\$ 645.00
2 - N: Grate, structural steel, bicycle safe	26	no bid	no bid	no bid	\$ 621.00	\$ 477.00	\$ 16,146.00
2 - O: Grate, structural steel, bicycle safe (PADOT CERTIFIED)	11	no bid	no bid	no bid	\$ 645.00	\$ 501.00	\$ 7,095.00
<b>TOTAL COST</b>				<b>\$ 194,740.82</b>			<b>\$ 56,557.00</b>