



STRASBURG TOWNSHIP

400 Bunker Hill Road

Strasburg, PA 17579

Telephone (717-687-6233 Fax (717-687-9780

Email: secretary@strasburgtownship.com

Website: www.strasburgtownship.com

Peggy Dearolf
Supervisor

Thomas Willig
Chairman

C. Michael Weaver
Vice-Chairman

June 13, 2023

D.H. Funk & Sons, LLC
3995 Continental Drive
Columbia, PA 17512

Dear Mr. Funk,

Enclosed please find an executed copy of the contract between your company and Strasburg Township for the construction of the Creekview Lane sewer extension.

I look forward to working with you toward a successful completion of the project.

Sincerely,

Judith Willig
Township Secretary

Enclosures

Cc: Tom Devenney, PE via first-class mail

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between Strasburg Township ("Owner") and
D.H. Funk & Sons, LLC ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

- A. THE PROJECT WORK WILL BE PERFORMED UNDER ONE GENERAL CONSTRUCTION CONTRACT. THE WORK GENERALLY INCLUDES REMOVING 1,125 LF OF EXISTING 8" PVC SANITARY SEWER PIPING AND SIX (6) MANHOLES, INSTALLING 1,145 LF OF 8" PVC SDR-35 SANITARY SEWER PIPING AND SIX (6) MANHOLES, CONNECTING TO EXISTING SANITARY SEWER MANHOLE, INSTALLING 16 SANITARY SEWER LATERALS, RESTORATION WORK, AND ESC CONTROLS, AS SHOWN IN THE DRAWINGS AND DESCRIBED IN THE CONTRACT DOCUMENTS. THIS PROJECT IS IN STRASBURG TOWNSHIP, LANCASTER COUNTY.

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by ELA Group, Inc. .

3.02 The Owner has retained ELA Group, Inc. ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

- A. The Work will be substantially completed on or before September 1, 2023 , and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before September 15, 2023 .

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above, however Liquidated Damages would not apply to this project.

4.04 *Special Damages*

- A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 7th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. 90 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as

long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

- b. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

- 7.01 All amounts not paid when due shall bear interest at the rate of ten (10%) percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; and the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
 - E. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 - F. Contractor has examined carefully in detail the character of the soil, the site of the Work, the Contract Documents, and all the matters pertinent to the work contemplated. He has satisfied himself as to the conditions to be encountered overhead, on the surface and underground, the character, quality and quantities of work to be done and materials to be furnished and the requirements of the Agreement and Contract Documents. He has not

relied upon any borings, test pits, test piles and existing underground or overhead structure locations that may be shown on any drawings, specifications or other materials obtained from the Owner or Engineer and agrees that such are for the information of the Owner only and their correctness is not guaranteed by the Owner or the Engineer and in no event has the Contractor utilized such information in computation of his Bid or considered the same to be part of the Contract Documents. The Contractor further acknowledges that if he has used any such information in preparing his Bid, he assumes all risks resulting from conditions different from the approximations shown.

- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.
- K. In the hiring of employees for the performance of Work under this Agreement or any subcontract, neither Contractor nor any subcontractor or any person acting on behalf of the Contractor or any subcontractor shall by reason of gender, race, creed or color discriminate against any citizen of the Commonwealth of Pennsylvania who is qualified and available to perform the work to which such employment relates.
- L. Neither Contractor nor any subcontractor or any person on behalf of Contractor or any subcontractor shall in any manner discriminate against or intimidate any employee hired for the performance of the Work under this Agreement on account of gender, race, creed or color.
- M. Contractor shall accept the provisions of the Workers' Compensation Act of 1915, and any supplements or amendments thereof, and Contractor shall insure its liability thereunder or file with Owner a certificate of exemption from insurance issued by the Department of Labor and Industry of the Commonwealth of Pennsylvania.
- N. The Contractor represents and warrants:
 - i. That it is financially solvent and experienced in and competent to perform the Work.
 - ii. That it is familiar with all Federal, State, Township and County laws, ordinances and regulations which may in any way affect the completion of the Work.
 - iii. That it has carefully examined the Contract Documents and that it has familiarized itself with the various conditions affecting the Work.
 - iv. That it will perform the Work in accordance with the requirements of the Contract Documents.
- O. The Contractor and all Subcontractors shall comply with all applicable provisions of the Pennsylvania Human Relations Act, 43 P.S. §951 et seq., and all applicable regulations

promulgated thereunder. The Contractor agrees that the provisions of the Act, as amended, are made a part of this Agreement.

- P. In accordance with Act 3 of 1978, if any steel or steel products are to be used or supplied in the performance of the Work, only those produced in the United States as defined in the Act shall be used or supplied in the performance of the Work, including any subcontracts. In accordance with Act 161 of 1982, cast iron products shall also be considered steel products governed by the Steel Products Procurement Act, and all cast iron products shall be produced in the United States. In accordance with Act 141 of 1984, steel products is defined to include machinery and equipment, and machinery and equipment which is governed by the Steel Products Procurement Act shall be supplied in accordance with the requirements of such Act.
- Q. Contractor shall assume all risk of damage or loss which may occur in the performance of the Work or any part thereof and with respect to any of the materials or other things done, furnished and supplied by the Contractor, or used and employed in the Work and in the performance of this Agreement. Contractor shall assume all liability for, and shall indemnify and hold the Owner harmless from and against, all claims and expense resulting from accidents, negligence or other cause that may occur during the performance of the Work and this Agreement to any person or persons employed upon the Work or to any other person or persons who may be injured or to any property which may be damaged in any manner whatsoever by and during the performance of the Work, together with all costs (including attorneys' fees costs of defense) incurred in connection with said claim or claims. The parties hereto agree that in any and all relevant respects the Contractor is to be considered as an independent contractor.
- R. The parties hereto consent to the exclusive jurisdiction of the Court of Common Pleas of Lancaster County, Pennsylvania, with respect to any dispute which may arise in connection with this Agreement or the enforcement thereof unless the parties agree in writing to another form of dispute resolution.
- S. In the event of any inconsistency between the remaining Contract Documents and this Agreement, the terms of this Agreement shall control.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
1. This Agreement (pages 1 to 7, inclusive).
 2. Invitation to Bid (pages 1 to 2, inclusive).
 3. Instructions to Bidders (pages 1 to 9, inclusive).
 4. Performance bond (pages 1 to 4, inclusive).
 5. Payment bond (pages 1 to 5, inclusive).
 6. General Conditions (pages 1 to 65, inclusive).
 7. Supplementary Conditions (pages 1 to 6, inclusive).
 8. Specifications as listed in the table of contents of the Project Manual.
 9. Drawings listed on the attached sheet index.
 10. Addenda (numbers ___ to ___, inclusive).

11. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages ___ to ___, inclusive).
 12. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Schedule of Values.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.
- B. The Contract is expressly contingent upon the Contractor furnishing the Owner with a 100% Performance Bond and a 100% Payment Bond in the amount of the Contract Price from a Surety acceptable to the Owner. The cost of these bonds is to be included in the Contract Price.
- C. The Contractor shall show evidence of Workers Compensation Insurance and Liability Insurance prior to beginning Work, in accordance with the Supplementary Conditions.
- D. The Contractor will obtain all required permits, as necessary, before Work commences and will comply with all applicable governing codes and regulations.
- E. There will be no increase in Contract Amount or change in Scope of Work without written authorization from the Owner or Owner's Representative.
- F. The payment requests shall be notarized and submitted (3 hard copies or 1 electronic PDF), on form EJCDC No. C-620 Contractor's Application for Payment (example included in the Bid Documents). Retainage shall be withheld as indicated in Article 6.
- G. Prior to release of Retainage, Contractor shall submit all executed closeout documents, as required by Owner and in the Contract Documents.
- H. The Contractor shall coordinate Work with the Owner, Utility owners, and/or adjoining property owners, as to not interfere with the day-to-day operations that may occur on the project site.

IN WITNESS WHEREOF, INTENDING TO BE LEGALLY BOUND, the undersigned hereby agree to the terms of this Agreement Between Owner and Contractor for Construction Contract.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER:

Thomas S. Whaley

By: _____

Title: Chairman, Board of Supervisors

Attest: [Signature]

Title: Judith Billig, Secretary

Address for giving notices:

Strasburg Township
400 Bunker Hill Road

Strasburg, PA 17579-9501

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

CONTRACTOR:

D.H. Funk & Sons, LLC

By: [Signature]

Title: Nathaniel J Funk, Managing Member

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: [Signature]

Title: Pauline Strausbaugh, Office Manager

Address for giving notices:

3995 Continental Drive, Columbia PA 17512

License No.: PA018456
(where applicable)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

**ARTICLE 6
MANAGEMENT**

6.1 Management of Company. Except as provided in Section 3.8 (pertaining to the appointment and authority of a special Insurance Manager), the management of the Company shall be vested solely in the Manager(s) of the Company. A Manager may, but shall not be required to be, a Member. The Managers shall be Jordan D. Funk, Nathaniel J. Funk and Todd D. Funk. A Manager shall serve a term of one (1) year which will automatically renew for additional one year periods until the Manager's death or resignation as provided in Section 6.5 or until a Super Majority in Interest of the Voting Member(s) agree that a Manager should be removed and replaced.

6.2 Manager Responsibilities and Powers. Except as provided in Sections 3.8 and 6.3, the Manager shall have full and complete authority, power and discretion to manage and control the business, affairs and properties of the Company, to make all decisions regarding those matters and to perform any and all other acts or activities customary or incident to the management of the Company.

According to Article 6 section .1 and .2 of the Operating Agreement for D H Funk & Sons LLC, we, the managing members, authorize Nathaniel J Funk, member, to sign for this public bid and bind D H Funk & Sons LLC to this legal contract.



Jordan D Funk
Managing Member
D H Funk & Sons LLC

5/3/23
Date



Nathaniel J Funk
Managing Member
D H Funk & Sons LLC

5/3/2023
Date



Todd D Funk
Managing Member
D H Funk & Sons LLC

5/3/23
Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/08/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Rigg Darlington Group 14 East Welsh Pool Road Exton PA 19341	CONTACT NAME: Melissa Phillips, CISR Elite PHONE (A/C, No, Ext): (484) 876-2222 E-MAIL ADDRESS: mphilips@rdgins.com	FAX (A/C, No): (484) 876-3120
	INSURER(S) AFFORDING COVERAGE	
INSURED D.H. Funk & Sons, LLC 3995 Continental Drive Columbia PA 17512-9710	INSURER A: Penn National Mutual Casualty Ins Co NAIC # 14990	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 22-23 ADL

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability <input checked="" type="checkbox"/> XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		Y	CL90713818	10/06/2022	10/06/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			AU90713818	10/06/2022	10/06/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$ 0			UL90713818	10/06/2022	10/06/2023	\$ E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N	WC90713818	10/06/2022	10/06/2023	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: JS23-24 Creekview Lane Sewer Extension & Replacement.

Strasburg Township, and ELA Group, Inc., are included as Additional Insured on the General liability for the operations of the insured only, and only if required by written contract or written agreement and only to the extent of the policy provisions.

CERTIFICATE HOLDER

CANCELLATION

Strasburg Township 400 Bunker Hill Road Strasburg PA 17579	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Principal in accordance with the Proposal, then the Principal and the Obligees shall enter into an Agreement with respect to performance of such Work (the "Agreement"), and the form of Agreement is set forth in the Contract Documents.

NOW, THEREFORE, the terms and conditions of this Bond are and shall be that if: (a) the Principal well, truly and faithfully shall comply with and perform the Work in accordance with the Contract Documents, at the time and in the manner provided in the Agreement and in the Contract Documents, and if the Principal shall satisfy all claims and demands incurred in or related to the performance of the Agreement by the Principal or growing out of the performance of the Agreement by the Principal, and if the Principal shall indemnify completely and shall save harmless the Obligees and all of its officials, agents and employees from any and all costs and damages which the Obligees and all of its officials, agents and employees may sustain or suffer by reason of the failure of the Principal to do so, and if the Principal shall reimburse completely and shall pay to the Obligees any and all costs and expenses which the Obligees and all of its officials, agents and employees may incur by reason of any such default or failure of the Principal; and (b) if the Principal shall remedy, without cost to the Obligees, all defects in the Work to be performed under the Agreement in accordance with the Contract Documents, which defects, in the sole judgment of the Obligees or its legal successors in interest, shall be caused by or shall result from defective or inferior materials or workmanship, then this Bond shall be void; otherwise, this Bond shall be and shall remain in force and effect.

This Bond is executed and delivered under and subject to the Act to which reference hereby is made.

The Principal and the Surety agree that any alterations, changes and/or additions to the Contract Documents, and/or alterations, changes and/or additions to the Work to be performed under the Agreement in accordance with the Contract Documents, and/or any alterations, changes and/or additions to the Agreement, and/or any giving by the Obligees of any extensions of time for the performance of the Agreement in accordance with the Contract Documents, and/or any act of forbearance of either the Principal or the Obligees toward the other with respect to the Contract Documents and the Agreement, and/or the reduction of any percentage to be retained by the Obligees as permitted by the Contract Documents and by the Agreement, shall not release, in any manner whatsoever, the Principal and the Surety, or either of them, or their heirs, executors, administrators, successors and assigns, from liability and obligations under this Bond; and the Surety, for value received, does waive notice of any such alterations, changes, additions, extensions of time, acts of forbearance and/or reduction of retained percentage.

No final settlement between Obligees and the Principal shall abridge the right of any beneficiary hereunder whose claim may be unsatisfied.

IN WITNESS WHEREOF, intending to be legally bound, the Principal and the Surety have caused this Bond to be signed, sealed and delivered this 8th day of June, 2023.

(Individual Principal)

Witnesses:

(Signature of Individual) (SEAL)

Trading and Doing Business As

(Partnership Principal)*

Witnesses:

(Name of Partnership)

By: _____
Partner

By: _____
Partner

By: _____
Partner

*All general partners must sign

(Corporation Principal)

(Name of Corporation)

Attest: _____
(Assistant) Secretary

By: _____
(Vice) President

[CORPORATE SEAL]

(or if appropriate)

(Name of Corporation)

Witness:

**By: _____
(Authorized Representative)

**Attach appropriate corporate resolution, dated as of the same date as the Bond, evidencing authority to execute the Bond on behalf of the corporation.

(Limited Liability Company Principal)***

D.H. Funk & Sons, LLC
(Name of Limited Liability Company)

Witnesses:

Paul S

By: *Jordan D Funk*
Jordan D Funk, Member

Paul S

By: *Nathaniel J Funk*
Nathaniel J Funk, Member

Paul S

By: *Todd D Funk*
Todd D Funk, Member

***All members must sign

(Corporate Surety)

United States Surety Company
(Name of Corporation)

Witness or Attest:

Tracy A. McCurry
(Title) Tracy A. McCurry, Witness to Surety

****By: *Kenneth C. Turner*
(Attorney-in-Fact) Kenneth C. Turner

[CORPORATE SEAL]

****Attach an appropriate power of attorney, dated as of the same date as the Bond, evidencing the authority of the Attorney-in-Fact to act on behalf of the corporation.

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS that we, D.H. Funk & Sons, LLC
, as Principal (the “Principal”), and United States Surety Company
, as Principal (the “Principal”), and United States Surety Company
, a corporation organized and existing under the laws of the state of
Maryland, as Surety (the “Surety”), are held and firmly bound unto
Township of Strasburg, as Obligee (the “Obligee”), as hereinafter set forth, in the full and just
sum of Three Hundred Eighty-Two
Thousand Sixty and 00/100 Dollars (\$ 382,060.00), lawful money of
the United States of America, for the payment of which sum we bind ourselves, our heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WITNESSETH THAT:

WHEREAS, the Principal heretofore has submitted to the Obligee a certain Bid, dated
May 19, 2023 (the “Proposal”), to perform certain work (“Work”) for
the Obligee in connection with the Creekview Lane Sewer Extension and Replacement Project as
specified or indicated in the procurement documents and other related documents, which are
incorporated into the Proposal by reference (the “Contract Documents”), as prepared by ELA
Group, Inc.; and

WHEREAS, the Obligee is a “contracting body” under the provisions of Act 385 of the
General Assembly of the Commonwealth of Pennsylvania, approved by the Governor on
December 20, 1967, known and cited as the “Public Works Contractors’ Bond Law of 1967”, as
amended (“Act”); and

WHEREAS, the Act, in Section 3.1, requires that, before an award shall be made to the
Principal by the Obligee in accordance with the Proposal, the Principal shall furnish this Bond to
the Obligee, with this Bond to become binding upon the award of a contract to the Principal by
the Obligee in accordance with the Proposal; and

WHEREAS, it also is a condition of the Contract Documents that this Bond shall be
furnished by the Principal to the Obligee; and

WHEREAS, under the Contract Documents, it is provided, inter alia, that if the
Principal shall furnish this Bond to the Obligee, and if the Obligee shall make an award to the
Principal in accordance with the Proposal, then the Principal and the Obligee shall enter into an

agreement with respect to performance of such Work (the "Agreement"), and the form of which Agreement is set forth in the Contract Documents.

NOW, THEREFORE, the terms and conditions of this Bond are and shall be that if the Principal and any subcontractor of the Principal to whom any portion of the Work under the Agreement shall be subcontracted, and if all assignees of the Principal and of any such subcontractor, promptly shall pay or shall cause to be paid, in full, all money which may be due any claimant supplying labor or materials in the prosecution and performance of the Work in accordance with the Contract Documents, including any amendment, extension or addition to the Agreement and/or to the Contract Documents, for material furnished or labor supplied or labor performed, then this Bond shall be void; otherwise, this Bond shall be and shall remain in force and effect.

This Bond, as provided by the Act, shall be solely for the protection of claimants supplying labor or materials to the Principal or to any subcontractor of the Principal in the prosecution of the Work covered by the Agreement, including any amendment, extension or addition to the Agreement. The term "claimant", when used herein and as required by the Act, shall mean any individual, firm, partnership, association or corporation. The phrase "labor or materials", when used herein and as required by the Act, shall include public utility services and reasonable rentals of equipment, but only for periods when the equipment rented is actually used at the site of the Work covered by the Agreement. As required by the Act, the provisions of this Bond shall be applicable whether or not the material furnished or labor performed enters into and becomes a component part of the public building, public work or public improvement contemplated by the Contract Documents and the Agreement.

As provided and required by the Act, the Principal and the Surety agree that any claimant who has performed labor or furnished materials in the prosecution of the Work in accordance with the Agreement and in accordance with the Contract Documents, including any amendment, extension or addition to the Agreement and/or to the Contract Documents, and who has not been paid therefor, in full, before the expiration of ninety (90) days after the day on which such claimant performed the last of such labor or furnished the last of such materials for which payment is claimed, may institute an action upon this Bond, in the name of the claimant, to recover any amount due the claimant for such labor or material, and may prosecute such action to final judgment and may have execution upon the judgment; provided, however, that any claimant who has a direct contractual relationship with any subcontractor of the Principal but has no contractual relationship, express or implied, with the Principal, may institute an action upon this Bond only if such claimant first shall have given written notice, served in the manner provided in the Act, to the Principal within ninety (90) days from the date upon which such claimant performed the last of the labor or furnished the last of the materials for which payment is claimed, stating, with substantial accuracy, the amount claimed and the name of the person for whom the Work was performed or to whom the material was furnished.

This Bond is executed and delivered under and subject to the Act, to which reference hereby is made.

The Principal and the Surety agree that any alterations, changes and/or additions to the Contract Documents, and/or alterations, changes and/or additions to the Work to be performed under the Agreement in accordance with the Contract Documents, and/or any alterations, changes and/or additions to the Agreement, and/or any giving by the Obligee of any extensions of time for the performance of the Agreement in accordance with the Contract Documents, and/or any act of forbearance of either the Principal or the Obligee toward the other with respect to the Contract Documents and the Agreement, and/or the reduction of any percentage to be retained by the Obligee as permitted by the Contract Documents and by the Agreement, shall not release, in any manner whatsoever, the Principal and the Surety, or either of them, or their executors, administrators, successors and assigns, from liability and obligations under this Bond, and the Surety, for value received, does waive notice of any such alterations, changes, additions, extensions of time, acts of forbearance and/or reduction of retained percentage.

No final settlement between Obligee and the Principal shall abridge the right of any beneficiary hereunder whose claim may be unsatisfied.

IN WITNESS WHEREOF, intending to be legally bound, the Principal and the Surety have caused this Bond to be signed, sealed and delivered this 8th day of June, 2023.

(Individual Principal)

Witnesses:

(Signature of Individual) (SEAL)
Trading and Doing Business As

(Partnership Principal)*

Witnesses:

Witness:

(Name of Partnership)
By: _____
Partner
By: _____
Partner

*All general partners must sign.

(Corporation Principal)

(Name of Corporation)

Attest: _____
(Assistant) Secretary

By: _____
(Vice) President

[CORPORATE SEAL]

(or if appropriate)

(Name of Corporation)

Witness:

**By: _____
(Authorized Representative)

**Attach appropriate corporate resolution, dated as of the same date as the Bond, evidencing authority to execute the Bond on behalf of the corporation.

(Limited Liability Company Principal)***

D.H. Funk & Sons, LLC
(Name of Limited Liability Company)



By: 
Jordan D Funk, Member



By: 
Nathaniel J Funk, Member

***All members must sign



By: 
Todd D Funk, Member

(Corporate Surety)

United States Surety Company
(Name of Corporation)

Witness or Attest:

Tracy A. McCurry
(Title) Tracy A. McCurry, Witness to Surety

****By: Kenneth C. Turner
(Attorney-in-Fact) Kenneth C. Turner

[CORPORATE SEAL]

****Attach an appropriate power of attorney, dated as of the same date as the Bond, evidencing the authority of the Attorney-in-Fact to act on behalf of the corporation.

UNITED STATES SURETY COMPANY
STATUTORY STATEMENT OF ADMITTED ASSETS,
LIABILITIES, CAPITAL AND SURPLUS (1)
December 31, 2022

Admitted Assets

Investments:	
Fixed Maturities, at amortized cost	62,821,489
Cash and cash equivalents	6,739,901
<i>Total cash and Invested assets:</i>	<u>69,561,390</u>
Investment income due and accrued	585,415
Premium receivable	1,114,444
Recoverable from reinsurers	135,063
Net deferred tax asset	599,108
Receivables from parent, subsidiaries and affiliates	813,547
State tax receivable	35,063
	<u>3,282,640</u>
<i>Total admitted assets</i>	<u>72,844,030</u>

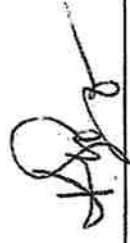
Liabilities and Capital and Surplus

Liabilities:	
Unpaid loss and loss adjustment expense	5,889,680
Commission payable	132,417
Accrued expenses	558,869
Current federal income taxes	287,200
Unearned premium	5,900,125
Advance premium	8,335
Ceded reinsurance balance payable	71,768
Amounts withheld or retained for others	303,369
Provision for reinsurance	212
Payable to parent, subsidiaries and affiliates	2,523,306
<i>Total liabilities</i>	<u>15,675,281</u>
Capital and Surplus:	
Capital Stock	2,100,000
Additional paid-in and contributed capital	22,485,372
Unassigned surplus	32,583,377
	<u>57,168,749</u>
<i>Total liabilities and capital and surplus</i>	<u>72,844,030</u>

(1) - In accordance with the statutory financial statements as filed on March 1, 2023

I, Kio Lo, Chief Financial Officer of United States Surety Company, hereby certify that to the best of my knowledge and belief, the foregoing is a full and true Statutory Statement of Admitted Assets, Liabilities and Capital and Surplus of the Company as of December 31, 2022, prepared in conformity with accounting practices prescribed or permitted by the Maryland Insurance Administration. The foregoing statement should not be taken as a complete statement of financial condition of the Company. Such a statement is available upon written request at the Company's home office located at 225 Schilling Circle, Suite 265-270, Hunt Valley, Maryland 21031.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Corporation at Timonium, Maryland.



Kio Lo
Senior Vice President & CFO



TOKIO MARINE
HCC

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That, UNITED STATES SURETY COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Maryland, and having its principal office in Timonium, Maryland, does by these presents make, constitute and appoint,

KENNETH C. TURNER

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver bond number 100754363, issued in the course of its business and to bind the Company thereby, in an amount not to exceed ***** UNLIMITED ***** (*****UNLIMITED*****). Said appointment is made under and by authority of the following resolutions of the Board of Directors of United States Surety Company:

"Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." Adopted by unanimous written consent in lieu of meeting on September 1st, 2011.

The Attorney-in-Fact named above may be an agent or a broker of the Company. The granting of this Power of Attorney is specific to this bond and does not indicate whether the Attorney-in-Fact is or is not an appointed agent of the Company.

IN WITNESS WHEREOF, United States Surety Company has caused its seal to be affixed hereto and executed by its Senior Vice President on this 18th day of April, 2022.

State of California
County of Los Angeles SS:



By: Adam S. Pessin
Adam S. Pessin, Senior Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On this 18th day of April, 2022 before me, Sonia O. Carrejo, a notary public, personally appeared Adam S. Pessin, Senior Vice President of United States Surety Company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of CALIFORNIA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Sonia O. Carrejo (seal)



I, Kio Lo, Assistant Secretary of United States Surety Company, do hereby certify that the Power of Attorney and the resolution adopted by the Board of Directors of said Company as set forth above, are true and correct transcripts thereof and that neither the said Power of Attorney nor the resolution have been revoked and they are now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 8th day of June, 2023.

Bond No. 100754363

Agency No. 12274



Kio Lo
Kio Lo, Assistant Secretary