

## **ADVERTISEMENT TO BID**

Notice is hereby given that the London Grove Township, 372 Rose Hill Rd Suite 100, West Grove, pa 19390; will be receiving bids for the reconstruction of approximately 2496 SY of asphalt cart path, as detailed below.

The work consists of, but not limited to: removal of existing cart path, replacement of base material and paving of cart path at the London Grove Township's Inniscrone Golf Club

Specifications, Detail Plans, reports, maps and information for bidders may be obtained at the London Grove Township Building between the hours of 8 am and 4 pm, Monday through Friday, on/after February 20, 2017.

Any inquiries regarding this contract must be faxed or E-mailed to London Grove Township at 610-345-0455 or [Skinsey@Londongrove.org](mailto:Skinsey@Londongrove.org) no later than March 9, 2017 at 3:00 PM

A Mandatory Pre-bid Meeting will be held at the Inniscrone Golf Club, located at 15 Athelone Way, Avondale, Pa 19311 on March 9, 2017 at 8:30 AM.

Proposals may be submitted no later than March 20, 2017 at 11:00 am. The Bids will be opened and read at the Township Building. The contract will be tentatively awarded by the Township Supervisors at their public meeting, held on April 5 at 7:00 PM to the lowest responsible Bidder, after the formal review of bids for compliance with bid documentation.

The bids must be made on the forms furnished with the bids. The bids must be accompanied by a bid bond in the amount of ten percent (10%) of the bid, made payable to London Grove Township. All bids must be accompanied by a surety's Consent. Said surety to be licensed to conduct business in the Commonwealth of Pennsylvania. The successful bidder shall be bound to furnish and pay for a Performance bond and a Labor ("Public Works Contractors' bond Law of 1967," P.L. 869, 8 P.S. § 191( et seq & Material Payment Bond in an amount equal to one hundred percent (100%) of the contract price, and a Maintenance Bond in an amount equal to fifteen percent (15%) of the contract price, on bond forms acceptable to the Township.

The Bidder's attention is called to the Pennsylvania Prevailing Wage Act. The project may fall under the jurisdiction of the Pennsylvania Prevailing Wage Act.

The successful bidder shall take affirmative action to ensure that applicants for employment and employees or agents are treated without discrimination based upon race, color, religion, ancestry, national origin, age, sex, or disability.

Award of the Contract, if the contract is awarded will be to the lowest responsible bidder, however the Township reserves the right to reject any and or all bids on any basis and to waive any informality in the bidding, as permitted by law. No bidder may withdraw a bid within ninety (90) days after the actual date of the opening thereof, except in accordance with the terms of PA Act 4 of 1974, latest revision.

KENNETH BATTIN  
TOWNSHIP MANAGER

Please publish in the Legal Advertising Section on the following days: February 20, 2017 and February 27, 2017  
Proof of Publication Requested

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Kenneth Battin, Township Manager

## NOTICE TO BIDDERS

**NOTICE TO BIDDERS** is hereby given that sealed Bids are invited and will be received as set forth herein.

**OWNER:** London Grove Township, Chester County, Pennsylvania

**PROJECT TITLE:** Inniscrone Golf Club Paving

**GENERAL PROJECT DESCRIPTION:** Removal of existing cart path, replacement of base material and paving of cart path at the London Grove Township's Inniscrone Golf Club.

**ADDRESS FOR SUBMITTING BIDS:**

Sealed Bids may be submitted at the London Grove Township Building Only.  
London Grove Township  
372 Rose Hill Road, Suite 100  
West Grove, Pa 19390

**EXAMINATION OF CONTRACT DOCUMENTS:**

Contract Documents may be examined at the London Grove Township Building.

**OBTAINING CONTRACT DOCUMENTS:**

Contract Documents may be obtained at the London Grove Township Building.

**BID SECURITY:**

Bid Security is required in an amount of not less than ten percent (10%) of the total amount of the Bid and shall be in the form of bond provided by a surety company authorized to do business in the Commonwealth of Pennsylvania.

**BONDING:**

The successful bidder will be required to furnish and pay for a labor and material bond and maintenance bond each in the amount of one hundred percent (100%) of the contract price with a corporate surety approved by the owner.

**CONSENT OF SURITY:**

Certificate from a Surety Company is required indicating consent to be bound as a surety and guarantor for performance required under the Contract Documents.

**BID SUBMISSION PROCEDURES:**

Bids may be submitted in person or by USPS or other carrier to the London Grove Township Building prior to Bid opening. Bids shall be in a plain envelope clearly marked "Inniscrone Golf Club Paving" in the lower left corner. Bids will not be accepted after March 20, 2017 at 11:00 am

**PRE-BID MEETING:**

There will be a mandatory Pre-Bid Meeting held at the Inniscrone Golf Club, located at 15 Athelone Way, Avondale, Pa 19311 on March 9, 2017 at 08:30 AM.

**INQUIRIES:**

Inquiries regarding the contract must be submitted no later than March 9, 2017 at 3:00 PM

**TENATIVE BID AWARD:**

Date: April 5, 2017

Time: 7:00 PM

Place: London Grove Township, 372 Rose Hill Rd, Suite 100, West Grove, Pa 19390

**STATUTORY REQUIREMENTS:**

Bidders are required to comply with applicable statutory requirements set forth in the Contract Documents including the requirements for Nondiscrimination, and Equal Opportunity, Prevailing Wage requirements, Federal Occupational Safety and Health Act of 1970, Pennsylvania Act 38 of 1991, and the Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.).

**REJECTION OF BIDS:**

London Grove Township reserves the right to reject any bid, any part of a bid, or all bids, or to waive any Bid defect where such defect is not detrimental to the best interest of the Township of London Grove and fairness of the bidding process. The right is also reserved to increase or decrease the quantities specified in the manner designated in the Contract Documents.

**BY THE ORDER OF THE Township of London Grove, Chester County Pennsylvania**

By: Board of Supervisors  
London Grove Township.

## INSTRUCTIONS TO BIDDERS

### 1. RECEIPT AND OPENING OF BIDS

The Township of London Grove ("Owner") invites bids to be submitted at London Grove Township building in the form attached hereto, all blanks of which must be appropriately filled in. Bids shall be in a plain envelope clearly marked "Inniscrone golf club paving" in the lower left corner. Bids will be received no later than 11:00 AM prevailing time March 20, 2017 at 11:00 AM on March 20, 2017 the Bids will be opened and read at the Township Building with the tentative award of the contract to take place at the London Grove Township Board of Supervisor's meeting on April 5 , 2017.

London Grove Township shall consider Bids submitted in substantial compliance with the provisions hereof and may waive any non-material informalities or reject any Bid, any part of a Bid or, all Bids. Any Bid may be withdrawn prior to the above scheduled time for the opening. No Bidder may withdraw a Bid within 90 days after the actual date of the opening thereof, except in accordance with PA Act 4 of 1974, entitled the "Bid Withdraw Act" (73 P.S. §1601 et seq.).

### 2. PREPARTION OF BID

Submitting Bids: Sealed bids may be submitted at the London Grove Township Building

The proposal of a bidder or bidders who engage in collusive bidding shall be rejected. Any bidder who submits more than one proposal in such a manner as to make it appear that the proposals submitted are on a competitive basis from different parties shall be considered a collusive bidder. The Owner may reject the bid proposals of any collusive bidder upon bid opening. However, nothing in this section shall prevent a bidder from superseding a bid proposal by a subsequent proposal delivered prior to a bid opening, which expressly revokes the previous bid.

Request for withdrawal of bids after bid opening shall be made in accordance with Commonwealth of Pennsylvania Act 4 of 1974, entitled the "Bid Withdraw Act" (73 P.S. §1601 et seq.).

The Bidder shall sign and complete the Bid Form properly in accordance with the following:

- (a) If the Bidder is an individual, the Bid Form shall be executed by him personally; his signature shall be witnessed; his business address shall be stated and ay trade name employed in the conduct of his business shall be stated.
- (b) If the Bidder is a partnership, the Bid Form shall be executed in the name of the partnership by each of the partners, or a general partner authorized for this purpose, the signatures of the partners shall be witnessed, and the business address of the partnership shall be stated.
- (c) If the Bidder is a corporation, the Bid Form shall be executed in its name and in behalf: (1) by the President of a Vice-President and attested by the Secretary or an Assistant Secretary and the corporate seal shall be attached; or (2) by a duly authorized agent of the corporation whose authority to act, as of the date of the Bid, shall be established by proof, in form satisfactory to the Owner, submitted with the Bid. The business address of the corporation and the state of incorporation shall be stated.
- (d) If the Bidder is a joint venture, each party of the joint venture shall execute the Bid Form under their respective seals in a manner appropriate to such party as described above.

### 3. SUBCONTRACTS

The Bidder is specifically advised that any person, firm or other party to whom it is proposed to award a subcontract under this contract:

- a. Must be disclosed and acceptable to the Owner.
- b. Shall be subject to the same provision under the contract as are applicable to the prime Contractor.

### 4. DOCUMENTS REQUIRED WITH THE BID

Each bidder must submit with his Bid, the following documents:

- a. Proposal Cover Sheet
- b. Bid Form
- c. Bid Bond
- d. Prevailing wage compliance declaration
- e. Consent of Surety
- f. Subcontractors Identification Form
- g. Equipment certification
- h. Statement of ownership
- i. Non-Collusion Affidavit
- j. Acknowledgement of Revisions
- k. Bidder corporate resolutions
- l. Qualification Form
- m. Verification of Contractor Eligibility
- n. Insurance Certificates

### 5. QUALIFICATIONS OF BIDDERS

Each Bidder must submit, as part of his proposal, the Qualification Form as specified to determine the ability of the Bidder to perform the work. The work will be awarded to an approved organization, which is properly constituted in experience, capital and equipment. The Owner reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein, Conditional Bids will not be accepted.

- a. Bids will be considered as conclusive evidence of complete examination of plans, specifications and samples.
- b. A Bid Form Signature page is provided in these specifications. This form must be used in submitting proposal, all pages of the form must be completely filled out, and the whole signed by the Bidder.
- c. The "Instruction to Bidders", "Specifications", "Bid Form – Signature page", "General" and "Special" clauses, ect., all refer to each other and together constitute a whole. **NO BIDS WILL BE ACCEPTED UNLESS SUBMITTED ON THE FORMS FURNISHED HEREIN.** All bids must be submitted at the London Grove Township Building.
- d. No modifications or explanations of any Bid will be allowed after the same is sealed and delivered to the Owner's Administrator. The proposals will be opened and read publicly by the Owner or its designee.

- e. The Owner reserves the right to reject any or all Bids or parts thereof, as deemed to be in the best interest of the Owner. Proposals may be rejected if they show any omission, alterations of form, additions or deductions not called for, conditional or uninvited alternate Bids, or irregularities of any kind. However, the owner reserves the right to waive any defects or non-material irregularities in proposals.
- f. It is understood that the parties making Bid Accept the terms and conditions expressed and contained in the specifications attached to the proposal submitted.

6. PROOF OF BIDDER'S RESPONSIBILITY

On request, Bidders shall file an experience questionnaire and financial statement. The questionnaire and statement shall be certified to be true and correct by an affidavit sworn to or affirmed before a notary public, or other officer empowered to administer oaths or affirmations.

Bidders shall comply with all criteria and procedures established by these Instruction to Bidders.

In the event the Bidder fails , refuses or neglects to submit any required information within the reasonable time stated in any request therefore or fails to qualify as a responsible Bidder, his/her proposal guaranty shall be forfeited to the use of the Owner, not as a penalty, but as liquidated damages.

7. BID SECURITY

Each bid must be accompanied by a bid bond prepared on the form of Bid Bond attached hereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of 10% (Ten Percent) of the bid.

Unless a bid bond id furnished, as stated, the bid will not be considered. The bid bond of all bidders will be returned when the contract is signed and the successful bidder, as required, furnishes surety bonds.

Such bid bonds submitted by unsuccessful bidders will be returned upon execution of the contract, or, if no award has been made within ninety (90) days after the date of the opening of bids, upon demand of the unsuccessful bidder(s) at any time thereafter.

8. FORM OF CONTRACT

The successful Bidder will be required to execute a written contract with the Owner within ten (10) days after notice of acceptance of his/her proposal, No proposals or award shall be considered binding upon the Owner unless and until the contract documents are properly executed by both parties.

9. FAILURE TO EXECUTE CONTRACT

In the case of the successful bidder failing or refusing to execute a formal contract and to give surety as required within ten (10) days after notice of acceptance of his/her bid, the Owner's acceptance of his/her proposal will be revoked, and all obligations of the Owner in connection herewith will be canceled. In addition, the amount of the bid bond shall be paid to the Owner, not as a penalty, but as liquidated damages, In such case, the owner, at its discretion, may award the contract to the next lowest responsible bidder, or reject all bids.

## 10. TIME OF COMLETION AND LIQUIDATED DAMAGES

Bidder must agree to commence work on or before a date specified in a written "Notice to Proceed" of the Owner and to fully complete each project within 45 days from the commencement of the project. The successful Bidder's failure to comply with schedule and/or performance requirements will result in the Owner incurring damages difficult to ascertain with certainty. Liquefied damage amounts represent reasonable amount to partially compensate the Owner for the successful Bidder's delay and/or failure to perform and are not to be construed as penalties. Consequently, to be entitled to such liquidated damages, the Owner will not be required to prove that it has incurred actual damages.

Liquidated damages under this clause shall be additive in nature and are in addition to other remedies the Owner may have under the contract, at law, or otherwise.

If the Owner becomes entitled to liquidated damages, the Owner will deduct the amount of such liquidated damages from any money due or which may become due under the contract. Should the liquidated damage amounts be in excess of the remaining unpaid balance of the contract, the successful bidder and its sureties shall be liable for the amount thereof, and shall promptly refund to the Owner the amount of such excess. The provisions for liquidated damages shall not prevent the Owner from terminating the rights of the successful Bidder to proceed in cause of default.

If successful Bidder fails to provide any or all contractual reports, deliver any or all of the goods, or perform any or all of the services within the time period(s) agreed to in the contract document, Bidder must agree to pay as liquidated damages, the sum of \$100.00 for each consecutive calendar day on which work remains incomplete. In addition to this, Bidder agrees to reimburse the Owner the sum of \$100 for each working day thereafter for Inspection services of the engineer, as provided in the General Conditions.

## 11. CONDITIONS OF WORK

Each Bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful Bidder of his obligations to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as possible, the contractor, in carrying out his work, must employ such methods or means as will not cause any interruption or interference with the work of any other contractors working in the area. Access to emergency vehicles will have to be provided for.

## 12. SPECIFICATIONS

The specifications are intended to cover the furnishing of all material and the performance of all work that may be required or necessary for the complete performance of the contract and the successful Bidder will be reminded to do all things that may be necessary to complete the work within the purview of these specifications, Where plans accompany certain sections of the specifications, these shall be considered a part of these specifications.

## 13. ADDENDA AND INTERPRETATIONS

No interpretation of the meaning of the plan, specifications or other pre-bid documents will be made to any bidder orally. Every request for such interpretation should be in writing and submitted via E-mail or Fax to be given consideration, must be received by 3:00 PM on March 9, 2017. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid submitted. All addenda so issued shall become part of the contract documents.

- a. Should the successful Bidder discover discrepancies in the specifications, the matter shall be at once brought to the Owner, and the discrepancies corrected by written agreement before proceeding further.
- b. The Owner, on written request by Bidder(s), will give all explanations, interpretations, and instructions required under these specifications.
- c. Equipment to be furnished shall be new, first-class or shall meet with the approval of the Owner or its designated representative.
- d. All equipment shall conform to the requirements of these specifications and any equipment condemned by the Owner as not meeting these specifications shall at once be removed and replaced with acceptable equipment.

#### 14. EXTRA WORK

No extras or additional work will be allowed or paid for unless the Owner orders such extras or additional work in writing and the price fixed and agreed upon before such work is performed.

#### 15. ADDITIONS OR DEDUCTIONS

The quantities of the various kinds of work to be done and materials to be furnished, as stated in the Contract Documents, are approximate. The quantity of materials actually to be furnished may be varied to suit the requirements of the work and the statement of approximate quantities in the contract Documents shall in no way relieve Bidders from ascertaining independently and on their own account the amount of materials and labor to be furnished.

#### 16. INDEMNIFICATION BY SUCCESSFUL BIDDER

The successful Bidder agrees to indemnify and save harmless the Owner, its representatives, and the Owner's Engineer from all suits or actions of every nature and description brought against it or its employees on account of the use of patented or copyrighted appliances, products, or processes, with legal protection. The successful Bidder shall execute a Hold Harmless Agreement and a Waiver of the Right of File Mechanics' Liens.

#### 17. SECURITY FOR FAITHFUL PERFORMANCE

Each bidder upon receiving written notice from the Owner shall within ten (10) days of such notice furnish to the Owner executed performance, payment and maintenance bonds, in the form prescribed in the Contract Documents, and dated the date set for award of contract.

#### 18. POWER OF ATTORNEY

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney. Attorneys-in-fact signing under a power of attorney must be residents of the State in which the project is located.

## 19. NOTICE OF SPECIAL CONDITIONS

Attention is particularly called to those parts of the Contract Documents and Specifications, which deal with the following:

- a. Construction operations in the vicinity of private property.
- b. Insurance requirements.
- c. Wage rates.
- d. Subsurface conditions.
- e. Construction scheduling, staging and operational procedures.
- f. Regulatory Information.

## 20. METHOD OF AWARD – LOWEST RESPONSIBLE BIDDER

If at the time this Contract is to be awarded, the lowest Bid submitted by a responsible Bidder does not exceed the amount of funds then estimated by the Owner as available to finance the Contract; the contract will be awarded on the base Bid only. If such Bid exceeds such amount, the Owner may reject all Bids, or may award the Contract to the responsible Bidder with lowest base Bid combined by deduction of one or more items listed in the Bidding Schedule to produce a net amount which is within the available funds.

The definition of “lowest responsible Bidder” shall include compliance with all Bidding requirements, consideration of the quality of previous work, record of completing projects on time, history of payments to subcontractors and suppliers, maintenance of a permanent place of business, adequacy of equipment and plant to do the work, and technical expertise.

## 21. OBLIGATION OF BIDDER

At the time of the opening of Bids, each Bidder will be presumed to have inspected the site, to have read and to be thoroughly familiar with the plans and Contract Documents (including all addenda). The failure or omission of any Bidder to examine any form, instrument or document shall in no way relieve any Bidder from any obligation in respect to his Bid.

## 22. BONDING REQUIREMENTS

As previously indicated, each bid proposal must be accompanied by a Surety’s consent and a Bid Bond for not less than ten percent (10%) of the amount of the bid. The said surety shall be bound to furnish a Performance Bond and a Labor and Material Payment Bond, both in the amount equal to One Hundred Percent (100%) of the contract Price, and a Maintenance Bond in the amount equal to fifteen Percent (15%) of the Contract Price, thereafter required.

- a. The successful bidder shall be required to furnish a performance bond in the amount of one hundred percent (100%) of the contract price, the condition of which shall be the complete execution and performance of each and all of the terms contained in the contract, proposal, specifications, and instructions to bidders, Said bond shall meet all requirements of the Owner.
- b. The successful bidder shall be required to furnish a labor and materials payment bond in the amount of one hundred percent (100%) of the contract price, conditioned for the prompt payment of all material furnished and labor supplied or performed in the prosecution of the work.
- c. A maintenance bond shall be required in an amount equal to Fifteen Percent (15%) of the contract price for a period of eighteen (18) months from the date of acceptance of the work by the Owner.

- d. All bonds shall be furnished to the Owner prior to the Owner's issuance of the notice to proceed with any work. The successful bidder shall pay for entire cost of bond(s)

The Bidders are notified that a Waiver of Right to File Mechanics Lien and a Hold Harmless Agreement must also be executed by the successful bidder and all his subcontractors prior to the award of the contract.

### 23. INSURANCES (See also "Contractor Insurance Requirements" in General Conditions)

The Contractor will be required to provide insurance of the following prescribed types and minimum amounts. All the insurance policies required shall be maintained in full force until all work under this contract is completed, as evidenced by the formal acceptance thereof in writing by the Owner or his authorized representative, and must bear insurance ratings acceptable to the Owner.

- a. The London Grove Township, Inniscone Golf Club, and Heathland Hospitality Group shall be named as Additional Insured on all required insurance coverage's as respects operations and activities of, or on behalf of, the manned insured, performed under contract with the Owner.
- b. The successful Bidder shall furnish proof of Workers' Compensation and Employers' Liability insurances in the statutory amounts prescribed by the Commonwealth of Pennsylvania.
- c. The successful Bidder shall furnish proof of Comprehensive General Liability insurance and Comprehensive Automobile Liability Insurance in the amounts of Once Million Dollars (\$1,000,000.00) per occurrence, combined single limit. London Grove Township Inniscone Golf Club, and Heathland Hospitality Group shall be named as an additional insured under all coverage's, and the certificate of insurance, or the certified policy, if requested, must so state this. Coverage afforded under this paragraph shall be primary as respects the Owner, its agents and employees.
- d. All such insurance coverage's shall not be cancelled, reduced in coverage or limits, or non-renewed during the contract term until thirty (30) days written notice has been given to London Grove Township.
- e. All insurance certificates shall be supplied to the Owner before issuance of the notice to proceed with work under the contract is given by the Owner.
- f. Comprehensive General Liability policies shall include Premises/Operations; Actions of Independent contractors; Products/Completed Operations (to be maintained for two (2) years after completion of work); Contractual Liability (including protection for the contractor from claims arising out of liability assumed under the contract, and including Automobile Contractual Liability); Personal Injury Liability (including coverage for offenses related to employment); Explosion, collapse or Underground Hazards; and Broad Form Property Damage Liability (including Completed Operations)
- g. Comprehensive Automobile Liability policies shall include Uninsured Motorist coverage.
- h. The successful Bidder shall require all subcontractors to maintain during the term of this contract all insurance coverage's listed herein in the same manner as specified for the successful Bidder.

### 24. LAWS AND REGULATIONS

The Bidder's attention is directed to the fact that all applicable Federal and State Laws, Municipal Ordinances, and Rules and Regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

The Bidder also agrees to comply with all applicable state statutes and regulations to which the Department of Community and Economic Development is subject, including, but not limited to, the Building Energy Conservation Act and the Pennsylvania Prevailing Wage Act or the Residential Labor Requirement Act, the Steel products Procurement Act, the Trade Practices Act, the Public Works Contractor's Bond Act of 1967, and the Flood Plain Management Act.

The Bidder also agrees that in the performance of their obligation under the Contract they shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations. The Contractor assumes responsibility for environmental review, decision-making and action under the National environmental policy Act of 1969 (NEPA), P.L. 91-190 (42 U.S.C. 54321 et seq.), and Housing and Urban Development regulations at 24 CFR, Part 58. The contractor certifies that it has completed and will comply with 24 CFR, Part 58 and all other applicable statutes and guidelines.

Bidders should be aware that additional work may be required in the event of changes, after the receipt of Bids, in Federal and State statutes, rules and regulations relating to the environment. The following statutes, and the rules and regulations hereunder, may directly or indirectly affect the work and are incorporated by reference:

- a. Rivers and Harbors Act, 33 U.S.C. §401, et. Seq.
- b. National Environmental Policy Act, 42 U.S.C. §4321, et. Seq.
- c. Pennsylvania Water Obstructions Act, 32 P.S. §681, et. Seq.
- d. Pennsylvania Waterworks Act, 35 P.S. §711, et. Seq.
- e. Soil and Water Conservation Act, 3 P.S. §49, et. Seq.
- f. Federal Water Pollution Control Act, 33 U.S.C. §1151, as amended in 1972.
- g. Pennsylvania clean Streams Act, 35 P.S. §691.1
- h. Pennsylvania Sewage Facilities Act, 35 P.S. §750.1
- i. Pennsylvania Solid Waste Management Act, 35 P.S. §6001
- j. Delaware River Basin Compact, 32 P.S. §815.31
- k. Pennsylvania Air Pollution Control Act, 35 P.S. §4001, et. seq. as amended by Act 245 of 1972.
- l. Chapter 102, Title 24, Rules and Regulations of Department of Environmental Protection (APa. Bull. 1976).
- m. Steel law (PA)

Under Pennsylvania Act 247 of 1972, any additional work, which may be required by the foregoing, shall be done by change orders after written approval by the Owner.

## 25. COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT

Pursuant to federal regulations promulgated under the authority of the Americans with Disabilities Act, 28 CFR 35.101 et. seq. the Contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this Contract or from activities provided for under this Contract. As a condition of accepting and executing this Contract, the Contractor agrees to comply with the "General prohibitions Against Discrimination, 28 CFR 35.130, and all other regulations promulgated under Title II of the Americans With Disabilities Act which are applicable to the benefits, services, programs and activities provided by the Owner through contracts with outside contractors.

The Contractor shall be responsible for and agrees to indemnify and hold harmless the Owner from all losses, damages, expenses, claims, demands, suits and actions brought by any party against the Owner as a result to the Contractor's failure to comply with the provisions of the above paragraph.

## 26. NONDISCRIMINATION CLAUSE

During the term of the contract, contractor agrees as follows:

- a. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the, contract, or subcontract, the contractor, a subcontractor, or any person acting on behalf of the Township shall not, by reason of gender, race, creed, or color, discriminated against any citizen of this Commonwealth who is qualified and available to perform the work in which the employment relates.
- b. The contractor or any subcontractor or any person on their behalf shall not in any manner discriminate against or intimidate any of its employees on account of gender, race, creed, or color.
- c. The contractor or any subcontractor shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
- d. The contractor or any subcontractor shall not discriminate by reason of gender, race, creed or color against any sub grantee, contractor, subcontractor or supplier who is qualified to perform the work to which the contract relates.
- e. The contractor or any subcontractor shall include this Nondiscrimination / Sexual Harassment Clause in every sub grant agreement, contract or subcontract so that those provisions applicable to sub grantees, contractors, or subcontractors will be binding upon each sub grantee, contractor, or subcontractor.

## 27. WAGE RATE DETERMINATION

The Owner has requested a Wage Rate Determination by the Pennsylvania Department of Labor and Industry to be applicable in the presentation of prices for this contract. A copy of the Prevailing Wage Determination is found in Appendix A. The Contractor shall be governed by all of the provisions of the Wage Rate Determination. Each contractor shall exercise judgment in determining wage rates to use in his bid price. The Owner will not be reasonable for additional costs, which the contractor may incur, if during the construction he must increase wage rates because of his failure to allow for fair minimum rates required by the Pennsylvania Department of Labor and Industry.

## 28. EXEMPTION FROM FEDERAL EXCISE AND PENNSYLVANIA SALES TAXES

The Township of London Grove is exempt from Federal Excise Taxes and the Pennsylvania Sales Tax. Net prices as shown in the proposal shall exclude said Federal and State Tax amounts,

*NOTE: This provision shall not apply to the construction, repair and/or maintenance contracts where under Bidder purchases supplies, materials and/or equipment and includes costs thereof in computation of his Bid or proposal.*

## 29. DELIVERY

In general, deliveries shall be at such times as may be fixed by London Grove Township.

Bidders will note that where certain articles are definitely called for of certain manufacture, it is assumed that those Bidders have the opportunity to purchase such articles as specifically called for by trade names and that they agree the Bidding is open to them without substitution of any other articles.

30. DISPOSAL OF MATERIALS, SUPPLIES, ETC. NOT APPROVED

Bidders shall understand that when materials, supplies, etc., have been delivered to the job which do not comply with specifications and have not been approved, upon notification, the successful bidder shall immediately remove from the premises any such condemned materials, supplies, etc., and replace them with materials, supplies, etc., in full accordance with the specifications.

31. PAYMENTS

After inspection and acceptance by the authorized representative of the Owner of the material and/or work, receipt of the successful Bidders invoice or payment request, and the approval of the invoice or payment request by the Owners Authorized Representative, payment shall be made to the successful bidder within thirty (30) days. Where a partial delivery is made, the successful bidder shall invoice for the items actually delivered or completed and payment shall be made in accordance with the conditions stated hereinabove.

32. TERMINATION FOR DEFAULT

The successful Bidder agrees to provide all contractual reports, deliver all goods and perform all services required under the contract in a timely and good and workmanlike manner and to the satisfaction of the Owner or its appointee. In the event it is determined by the owner that reports are not provided, deliveries are not made and/or the work is not performed in such timely and/or workman like manner, the Owner may terminate for default with fifteen (15) days written notice, by Certified Mail. In such instance, the Owner may draw down against the successful Bidder's performance bond for all costs and expenses incurred to re-bid the work.

33. PERMITS AND LICENSE REQUIREMENTS

The successful Bidder shall be required to obtain all necessary permits as may be required by the Owner. No fee will be charged for said Owner permits.

## BID FORM

Proposals may be submitted no later than March 20, 2017 at 11:00 AM. The contract will be tentatively awarded by the Township Board at their public meeting, held on April 5, 2017 at 7:00 PM., to the lowest responsible bidder, after the formal review of bids for compliance with bid documentation. The Bidder agrees that this Bid will not be withdrawn for a period of ninety (90) days after the opening of the bids

The Documents set forth below are all of the documents Bidders are required to submit to bid on March 20, 2017. This checklist is provided for the Bidder's use in assuring compliance with documentation required in the Bid Submission.

- |  |   |
|--|---|
| A. PROPOSAL COVER SHEET                | H. ACKNOWLEDGEMENT OF REVISIONS           |
| B. BID FORM                            | I. BIDDERS CORPORATE RESOLUTION           |
| C. BID BOND                            | J. INSURANCE CERTIFICATES                 |
| D. CONSENT OF SURETY                   | K. STATEMENT OF OWNERSHIP                 |
| E. BIDDER QUALIFICATION FORM           | L. EQUIPMENT CERTIFICATION                |
| F. SUBCONTRACTOR'S IDENTIFICATION FORM | M. VERIFICATION OF CONTRACTOR ELIGABILITY |
| G. NON-COLLUSION AFFIDAVIT             | N. PREVAILING WAGE COMPLIANCE DECLARATION |

The Bidder has examined the location of the proposed work, the Drawings, Specifications, and all other Contract Documents; and is familiar with the local conditions at the place where the Work is to be performed, Submission of this Bid is conclusive evidence that the Bidder has made such examination and is fully aware of the conditions that may be encountered in performing the work and the requirements of the Contract Documents. The Bidder understands that any information relative to any existing structures, apparent and latent conditions, and natural phenomena, as set forth in the Contract Documents or otherwise, carries no guarantee (expressed or implied) as to its completeness or accuracy, and had made all due allowances therefore.

The Bidder declares that this Bid is made without connection to any other person or persons making bids for the same work, and is in all respects fair and without collusion or fraud.

The Bidder has determined the quantity and quality of equipment and materials required, have investigated the location to his satisfaction, have determined supply sources for the materials required, has investigated labor conditions, and has arranged for the continuous prosecution of the Work herein described

The Bidder understands that the quantities appearing in this Bid Form are approximate only and are prepared for the comparison of Bids, The quantities of items may be increased or decreased as provided in the Contract Documents, and payment will be made at the original unit prices for work complete in accordance with the Contract Documents.

The Bidder hereby agrees that the price Bid shall apply to actual quantities required, approved and used during the Work, including Addenda. He further agrees to complete the entire work for this Contract within 45 days from the date specified in the Notice to proceed.

The Bidder hereby agrees to be bound by the award of the Bid, and if awarded the Contract on this Bid, to execute the Contract and the required Bonds and Insurance Certificates, and to furnish all other information and documents required by the Contract Documents within the time limits specified.

The Bidder understands that London Grove Township reserves the right to reject any Bid, any part of Bid, or all Bids, or to waive any informality or technicality of any Bid, in the interest of London Grove Township.

If this Bid shall be accepted by London Grove Township, and the Bidder shall fail to execute the Contract as aforesaid, then London Grove Township shall be entitled to recover from the Bidder the Bid Bond, and any other penalty specified in the Contract Documents, consistent with PA Act 4 of 1974.

Bidder hereby agrees to commence work under this Contract on or before a date to be specified in a written "Notice to Proceed" from the Owner and to fully complete each project within the number of consecutive calendar days as stipulated in the specification. Bidder agrees to pay as liquidated damages the sum of one hundred dollars (\$100) for each consecutive calendar day for which work is not completed beyond the date specified for completion.

Upon receipt of written notice of the acceptance of this Bid, Bidder will execute the formal Contract within ten (10) days and deliver all Bonds as required by the specifications.

In the event of a discrepancy between the unit price for any pay item and the extended price shown for that item, the unit price is to govern. Where a unit price is Bid for an item, but no extended price is provided, the extended price shall be established by multiplying the unit price and the estimated quantity. Where the extended price is provided and the unit price is not provided, the unit price shall be established by dividing the extended price by the estimate quantity. Where no figure is provided for the unit price and extended price, the amount of the Bid will be considered to be zero (\$0.00).

DESCRIPTION	UNIT PRICE	TOTAL
316 SY - Remove existing asphalt, grade & install 6" 2A Compacted Subbase		
<u>2180 SY – Remove existing asphalt, grade &amp; install 3" 2A compacted Subbase</u>		
<u>316 SY – Install Superpave mix design binder course 25 mm @ 3"</u>		
<u>316 SY – Install Superpave mix design wearing course 9.5mm @ 2"</u>		
<u>2180 SY – Install Superpave mix design wearing course 12.5mm @ 3"</u>		
<b>TOTAL</b>		

## Enter Bid Amounts (Required)

Total Base Bid Amount

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(Amount in Numbers)

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(Amount in Words)

Any or all Bids for this Project may be rejected if they are non-conforming, non-responsive or conditional. A Bid shall be rejected for failure to comply with material requirements of the Drawings.

**BIDDERS SIGNATURE:**

**A. If a Corporation:**

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

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

Name of Person Signing: \_\_\_\_\_

Title of Person Signing: \_\_\_\_\_

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

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

Business Telephone Number: \_\_\_\_\_

Incorporated under the laws of the State of: \_\_\_\_\_

**B. If a Partnership, Individual, or non-Incorporated Organization:**

Name of Business Entity: \_\_\_\_\_

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

Name of Person Signing: \_\_\_\_\_

Title of Person Signing: \_\_\_\_\_

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

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

Business Telephone Number: \_\_\_\_\_

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, THAT WE \_\_\_\_\_  
(CONTRACTOR)

\_\_\_\_\_  
(hereinafter called the Principal) as Principal, and \_\_\_\_\_  
(BONDING COMPANY)

\_\_\_\_\_  
A corporation authorized to transact business in PENNSYLVANIA, and having its principal office at:  
\_\_\_\_\_  
(CITY AND STATE)

(hereinafter called the Surety) as Surety, are held and firmly bound unto the ("Obligee") as Obligee, in the sum of  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_),

representing 10% of the project bid, lawful money of the United States of America; for payment of which we bind ourselves, and each of our representative heirs, legal representatives, successors and assigns jointly and severally, by these presents.

WITNESS our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

WHEREAS, said principal is herewith submitting to the Obligee a proposal to perform the following:

pursuant to plans, specifications and other contract documents incorporated into said Proposal by reference; and it is a condition of the Obligee's receipt and consideration of said proposal that the Proposal be accompanied by bid security to be held by the Obligee on terms embodied herein.

THEREFORE, the condition of this obligation is such that if said Principal shall, upon the request of Obligee five (5) days prior to the award of the contract, furnish prior to the award of the contract executed performance and payment bonds dated the date set for the award of the contract in the required forms, and upon Obligee's acceptance of his proposal and award of contract to him, enter into such contract, and furnish insurance certificates and other bonds in all respects as required by said contract documents, within ten (10) days after notice to him of such award, then this obligation shall be void; but, otherwise, it shall remain in full force, and the principal and Surety will pay to the Obligee the full amount of this bid bond as liquidated damages incurred by the Obligee by reason of the default of the Principal.

IN WITNESS WHEREOF THE Principal and Surety, intending to be legally bound, have executed this bond the day and year aforementioned.

ATTEST:

\_\_\_\_\_  
Corporation – Contractor

\_\_\_\_\_  
Witness

\_\_\_\_\_  
President (SEAL)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Individual Contractor (SEAL)

\_\_\_\_\_  
BY \_\_\_\_\_ (SEAL)

\_\_\_\_\_  
\_\_\_\_\_ (SEAL)

\_\_\_\_\_  
\_\_\_\_\_ (SEAL)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Partners (SEAL)

\_\_\_\_\_  
Surety Company

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Attorney-in-Fact

**CONSENT OF SURETY**

**KNOW ALL MEN BY THESE PRESENTS**, that for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration paid by the Contractor, the receipt of which is hereby acknowledged, \_\_\_\_\_  
**(Name of Surety)**, a corporation organized and existing under the laws of the State of \_\_\_\_\_  
**(State of Incorporation)**, and licensed to do business in the commonwealth of Pennsylvania, consents and agrees that if the Contract for the Construction of \_\_\_\_\_ **(Name of Project)** located in London Grove Township is awarded to \_\_\_\_\_ **(Name of Bidder)**, the undersigned Corporation shall execute the Bond or Bonds required by the Contract Documents and will become Surety in the full amounts set forth in the Contract Documents for the faithful performance of all obligations of the Bidder.

**IN WITNESS WHEREOF**, said Surety has caused this Consent to be signed and attested by a duly authorized officer and its corporate seal to be affixed hereto this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

BY: \_\_\_\_\_

NAME: \_\_\_\_\_  
Attorney-in-Fact

**IMPORTANT** - A valid and effective Power of Attorney authorizing the Attorney-in-Fact to execute the Consent of Surety on behalf of the Surety for the full amount of the Bid Price must accompany the Consent of Surety.

**BIDDER QUALIFICATION FORM**

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

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

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

**Note: Bidder may attach additional sheets as necessary.**

1. How many years has your organization been in business under your present name? \_\_\_\_\_

2. Have you ever failed to complete any work awarded to you? \_\_\_\_\_

If so, where and why? \_\_\_\_\_

3. Has any officer or partner of your organization ever failed to complete a contract handled in his own name?

\_\_\_\_\_

4. Have any liens or lawsuits of any kind been filed against any of your contracts? Yes \_\_\_\_\_ No \_\_\_\_\_

Give full details. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

5. List surety companies, which have previously bonded the Bidder (give name, address and amount of bond)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

6. List all uncompleted contracts currently held by the Bidder. State the Owner's name and the contract

dates and the amounts of the contract. \_\_\_\_\_

\_\_\_\_\_

7. State all equipment owner by you for use in the contract. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

8. The Bidder shall state below, or on attached sheets, at least three (3) projects the Bidder has completed which are similar to this Project. The information provided by the Bidder shall include the name of the project, name of Owner, description of the Project, and dollar value of work completed. This information will be considered by the Owner to judge the Bidder's experience, skill and business standing. \_\_\_\_\_

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9. Provide the name, address and phone number for references for the three (3) Projects listed above. Additional references or other information to evaluate the bidder's qualification may be requested by the Owner.

Name and Address

Telephone Number

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Signature of Bidder's Authorized Representative: \_\_\_\_\_

Title: \_\_\_\_\_

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

**SUBCONTRACTORS IDENTIFICATION FORM**

Bidders on projects concerning the construction, alteration or repair of any public projects shall provide the name or names of all subcontractors to whom the Bidder will subcontract the furnishing of plumbing and gas fittings, steam and hot water heating and ventilation apparatus, electrical work, structural steel and ornamental iron work, or other work each of which subcontractors shall be qualified in accordance with these specifications.

Nature of Work to be completed by Subcontractor

- 1. Site work, storm, water, sewer, road construction , park:

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- 2. Specify Other Work:

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The owner requires evidence of performance security to be submitted simultaneously with the list of the subcontractors. Evidence of performance security may be supplied by the Bidder on behalf of himself and any or all subcontractors, or by each respective subcontractor, or by any combination thereof, which results in evidence of performance security equaling, but in no event exceeding, the total amount bid.

Whenever a Bid sets forth more than one subcontractor for any of the specialty trade categories specified hereinabove in this section, the Bidder shall submit to the Owner this certificate signed by the Bidder listing each subcontractor named in the Bid for that category. The certificate shall set forth the scope of work, agreed to award to each subcontractor should the Bidder be awarded the contract. The certificate shall be submitted to the contracting unit simultaneously with the list of subcontractors. The certificate may take the form of a single certificate listing all subcontractors or, alternatively, a separate certificate may be submitted for each subcontractor. If a Bidder does not submit a certificate or certificates to the contracting unit, the contracting unit shall award the contract to the next lowest responsible bidder.

Signature of Bidder’s Authorized Representative: \_\_\_\_\_

Title: \_\_\_\_\_

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

**NON-COLLUSION AFFIDAVIT**

State of \_\_\_\_\_

County of \_\_\_\_\_

I state that I am \_\_\_\_\_ of \_\_\_\_\_  
(Title) (Name of Firm)

And that I am authorized to make this affidavit on behalf of my firm, and its owners, directors and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

1. The price(s) and amount(s) of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.
2. Neither the price(s) nor the amount(s) of this bid, and neither the approximate price(s) nor approximate amount(s) of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
3. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
4. The Bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary of other noncompetitive bid.
5. \_\_\_\_\_, it affiliates, subsidiaries, officers directors and  
(Name of Firm)  
employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that \_\_\_\_\_ understands and acknowledges that the above  
(Name of Firm)

Representations are material and important, and will be relied on by London Grove Township in awarding the Contract for which this Bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from (Township/Borough) of the true facts relating to the submission of bids for this contract.

SWORN TO AND SUBSCRIBED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

My commission expires \_\_\_\_\_

**ACKNOWLEDGEMENT OF REVISIONS**

The undersigned Bidder hereby acknowledges receipt of the following notices, revisions, or addenda to the Bid advertisement, specifications or Bid documents. By indicating date of receipt, Bidder acknowledges the submitted Bid takes into account the provisions of the notice, revision or addendum. Note that the notice, revisions or addendum issued shall take precedence and supplement the contract documents. Failure to include provisions of change in a Bid proposal may be subject for rejection of the Bid.

<b>Notice, Revision or Addendum</b>	<b>How Received (mail, fax, pickup, etc.)</b>	<b>Date Received</b>

**Acknowledgement by Bidder:**

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

By Authorized Representative:

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

Printed Name and Title: \_\_\_\_\_

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

**BIDDER CORPORATE RESOLUTION**

**(EVIDENCE OF AUTHORITY TO BIND BIDDER WHERE BIDDER IS A CORPORATION OR PARTNERSHIP)**

**RESOLVED, that the following named Officers or Partners:**

Be and hereby are authorized and empowered to sign and submit to London Grove Township the attached Bid and other Bid Submission Documents and further that said Officers or Partners are authorized to execute the Contract and any other agreements or bond or statement necessary to fulfill the obligations required by the Contract Documents incurred by the acceptance of London Grove Township of the Bid.

**I hereby certify that the above constitutes a true copy of a Resolution or Partnership Agreement passed and approved by the Board of Directors or partners at a meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.**

Signature of Bidder's Authorized Representative: \_\_\_\_\_

Title: \_\_\_\_\_

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

Attested By:

Title: \_\_\_\_\_

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

**(ACKNOWLEDGEMENT OF CORPORATION)**

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

I certify that on \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, \_\_\_\_\_ acknowledged under oath, to my satisfaction, that:

- a. This person is the \_\_\_\_\_ of \_\_\_\_\_, the corporation described in the foregoing documents;
- b. This person is the attesting witness to the signing of said documents by the proper corporate officer who is \_\_\_\_\_ the President of the Corporation;
- c. The documents were signed and delivered by the Corporation as its voluntary act duly authorized by a proper corporate resolution;
- d. This person knows the proper seal of the corporation which was affixed to said documents; and
- e. This person signed proof to attest to the truth of these facts.

Signed and sworn to before me on \_\_\_\_\_, 20, \_\_\_\_\_

\_\_\_\_\_  
Notary Public

**(ACKNOWLEDGEMENT OF PARTNERSHIP)**

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

I certify that on \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, \_\_\_\_\_ before me personally came and appeared to me known and known to be one of the members of the Partnership of described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same as and for the act and deed of said firm. Signed and sworn before me on \_\_\_\_\_, 20, \_\_\_\_\_

\_\_\_\_\_  
Notary Public

**INSURANCE CERTIFICATES**

Project: \_\_\_\_\_

Contract No: \_\_\_\_\_

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

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

The Bidder is required to attach hereto certificate(s) of Insurance establishing insurance coverage of the type and amount required by the Contract Documents and of the Supplementary Specifications.

The insurance certificate(s) must be submitted with the Bid Form in accordance with the procedure set forth by the Contract Documents.

**STATEMENT OF OWNERSHIP**

Prior to performing the work or furnishing of any materials or supplies, and prior to the receipt of the Bid or accompanying the Bid of said corporation or partnership, there is submitted a Statement set forth the name and address of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class, or of all individual partners in the partnership who own a ten percent or greater interest therein.

If additional space is necessary, attach a separate sheet. If there are no owners or partners with 10% or more interest in your company enter "None" below.

Full Corporate Name or Partnership Name of Bidder:

**Shareholders or Partners or Corporations with 10% interest or greater:**

1. Name \_\_\_\_\_ Percentage \_\_\_\_\_ %  
Address \_\_\_\_\_

Town \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

2. Name \_\_\_\_\_ Percentage \_\_\_\_\_ %  
Address \_\_\_\_\_

Town \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

3. Name \_\_\_\_\_ Percentage \_\_\_\_\_ %  
Address \_\_\_\_\_

Town \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

4. Name \_\_\_\_\_ Percentage \_\_\_\_\_ %  
Address \_\_\_\_\_

Town \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

5. Name \_\_\_\_\_ Percentage \_\_\_\_\_ %  
Address \_\_\_\_\_

Town \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

6. Name \_\_\_\_\_ Percentage \_\_\_\_\_ %  
Address \_\_\_\_\_

Town \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

7. Name \_\_\_\_\_ Percentage \_\_\_\_\_ %

Address \_\_\_\_\_

Town \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

8. Name \_\_\_\_\_ Percentage \_\_\_\_\_ %

Address \_\_\_\_\_

Town \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

9. Name \_\_\_\_\_ Percentage \_\_\_\_\_ %

Address \_\_\_\_\_

Town \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

10. Name \_\_\_\_\_ Percentage \_\_\_\_\_ %

Address \_\_\_\_\_

Town \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Signature of Bidder's Authorized Representative: \_\_\_\_\_

Title: \_\_\_\_\_

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

**EQUIPMENT CERTIFICATION**

**INSTRUCTIONS FOR COMPLETING THE EQUIPMENT CERTIFICATION**

If the Bidder owns, leases or controls all the necessary equipment required to complete the project, the Bidder shall complete Part 1.

If the Bidder does not own, lease or control all of the equipment necessary to complete the Project, the Bidder shall complete Part 2.

**PART 1**

“This is to certify that I, the Bidder, signing and submitting the attached Bid and other Contract Documents, own, lease or control all of the necessary equipment required to complete the work shown and described in the Contract Documents, Drawings and Specifications”

Signature of Bidder’s Authorized Representative:

Title: \_\_\_\_\_

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

**PART 2**

“This is to certify that I, the undersigned own or control the equipment required to complete the project noted below and definitely grant or will grant the Bidder the control of said equipment during such time as may be required for that portion of the work described in the Contract Documents, Drawings and Specifications for which said equipment is necessary.”

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

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

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

List of Equipment:

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(Attach additional sheets if necessary)

**VERIFICATION OF CONTRACTOR ELIGABILITY**

**CONTRACTOR CERTIFICATION**

I hereby certify that I/we am/are not currently under suspension or debarment by the Commonwealth of Pennsylvania, any other state, or federal government.

In the event I/we and/are found ineligible after an award of Contract, said Contract shall be terminated and the matter will be referred to the Department of Labor for its action.

If I/we enter into subcontracts or employ under this contract any subcontractors or individuals who are currently suspended or debarred by the Commonwealth of Pennsylvania or federal government or who become suspended or debarred by the Commonwealth or federal government during the term of this contract or any extension or renewals thereof, London Grove Township and/or the Commonwealth shall have the right to require the termination of such subcontracts or employment, at no cost to London Grove Township or the Commonwealth.

The Contractor agrees to reimburse the Commonwealth and/or the Township of London Grove for the reasonable costs of investigation incurred by the Office of the Inspector General for investigations of the Contractor's compliance with the terms of this Contract or any other Contract between the Contractor and the Commonwealth which result in the suspension or debarment of the Contractor. Such costs include, but not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative cost for investigations, which do not result in the Contractor's suspension or debarment.

CONTRACTORS SIGNATURE	NAME OF FIRM	DATE
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SUBCONTRACTORS SIGNATURE	NAME OF FIRM	DATE
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The contractor may obtain the current list of contractors suspended or debarred by the Commonwealth of Pennsylvania by contacting:

Department of General Services  
Office of Chief Counsel  
603 North Office Building  
Harrisburg, Pa 17125

Telephone No. (717) 783-6472  
FAX No. (717) 787-9138

If any contractor cannot so certify, the contractor must submit along with the bid/proposal a written explanation of why such certification cannot be made.

If the Commonwealth or federal government at any time within the last 10 years has debarred any contractor, the contractor must submit along with the bid/proposal a written history containing a full and complete description of events underlying any debarments.

**CONTRACT**

THIS CONTRACT, made the \_\_\_\_\_ day of \_\_\_\_\_, 2017

BETWEEN:                                London Grove Township  
    372 Rose Hill Rd, Suite 100  
    West Grove, Pa 19390

Hereinafter is called the **OWNER:**

AND:                                Bidders Name: \_\_\_\_\_

    Bidders Address: \_\_\_\_\_

    \_\_\_\_\_

    \_\_\_\_\_

Hereinafter called the **CONTRACTOR:**

WHEREAS, the OWNER requires the construction of the Salt Shed and Municipal Building hereinafter called the "Project", in accordance with all applicable federal, state, and local laws and regulations, and the Contract Documents.

NOW, THEREFORE, the OWNER and the CONTRACTOR, in exchange for the mutual consideration set forth herein, agree as follows:

**ARTICLE I: SCOPE OF WORK**

The CONTRACTOR shall furnish all labor, materials, equipment, tools and services necessary to perform and complete the Project in strict compliance with the Contract Documents. The CONTRACTOR's services shall hereafter be referred to as the "Work".

**ARTICLE II: THE CONTRACT SUM**

The OWNER shall pay the CONTRACTOR for the performance of the Work based on the Bid Prices, subject to additions and deductions provided by the Contract Documents, the total sum of

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(AMOUNT IN WORDS)

\$ \_\_\_\_\_

(AMOUNT IN NUMBERS)

The CONTRACTOR shall be paid the prices stipulated in the Bid as full compensation for everything furnished and performed by the CONTRACTOR under this Contract, including all work required, but not specifically mentioned, and all loss or damage arising out of the nature of the aforesaid Work, the action of the elements, any unforeseen obstruction or difficulty encountered in the prosecution of the Work, all risks of every description connected with the Work, all expenses incurred by or in consequence of the suspension or discontinuance of the Work as herein specified, and for well and faithfully completing the Work and the whole thereof, as herein provided.

### **ARTICLE III: TIME OF COMPLETION**

The Work to be performed under this Contract shall be completed by 365 calendar days after the acceptance of notice to proceed.

The CONTRACTOR shall pay monetary liquidated damages to the OWNER for each and every calendar day that the CONTRACTOR shall be in default in completing the Work within the time stipulated in the Contract Documents.

### **ARTICLE IV: THE CONTRACT DOCUMENTS**

The parties agree that the terms and conditions contained in The Contract Documents (including Bid Information, instructions to Bidders, Bid documents, specifications, supplemental specifications, and drawings) are made part of this Contract, and all such supplemental information shall be part of the Contract Documents.

The Contract Documents comprise the entire agreement between the OWNER and the CONTRACTOR and may only be amended as herein described.

### **ARTICLE V: SUBCONTRACTORS**

The CONTRACTOR agrees to bind every subcontractor by the terms of the Contract Documents. The Contract Documents shall not be construed as creating any contractual relationship between any subcontractor and the OWNER. Additional terms concerning the duties and obligations of the CONTRACTOR and its subcontractors are further defined in the Contract Documents.

### **ARTICLE VI: WAIVERS**

Neither the inspection by the OWNER or by the OWNERS' agents, nor any orders or measurement or certificate by the ENGINEER, nor any order by the OWNER for the payment of money, nor payment for or acceptance of the whole or any part of the Work by the OWNER, nor any extension of time or any possession taken by the OWNER or its employees, shall operate as a waiver of any provision of this Contract, any power herein reserved to the OWNER, or any right to damages herein provided. No waiver of any breach of this Contract shall be held to be a waiver of any other or subsequent breach. Any remedy provided in this Contract shall be taken and construed as cumulative; that is, in addition to each and every other remedy herein provided and in addition to all other suits, actions, or legal proceedings. The OWNER shall also be entitled as of right to a writ of injunction against any breach of any of the provisions of this Contract.

### **ARTICLE VII: OWNER AND RESPONSIBILITY OF THE ENGINEER**

All Work shall be done under the observation of the ENGINEER, or another authorized representative of the OWNER. The ENGINEER shall decide any and all questions, which may arise regarding the quality and acceptability of materials furnished, Work performed, rate of progress of Work, interpretation of Contract Documents, and all questions concerning the acceptable fulfillment of the Contract by the CONTRACTOR.

The ENGINEER's services during the construction of the Project are intended to provide the OWNER a greater degree of confidence that the completed Work of the CONTRACTOR will conform in general to the Contract Documents, Drawings and Specifications. The ENGINEER shall not, during visits to the Project site or as a result of observation of CONTRACTOR's Work in progress, supervise, direct or have control over CONTRACTOR's Work, nor shall ENGINEER have authority over, or responsibility for the means, methods, techniques, sequences or procedures of construction selected by CONTRACTOR, for any safety precautions and programs incident to the Work of CONTRACTOR or for any failure of CONTRACTOR to comply with laws, rules, regulations, ordinances, codes or orders applicable to CONTRACTOR's furnishing and performing Work. Accordingly, ENGINEER neither guarantees the performance of any CONTRACTOR nor

assumes responsibility for any CONTRACTOR's failure to furnish and perform its Work safely or in accordance with the Contract Documents.

#### **ARTICLE VIII: SUCCESSORS AND ASSIGNS**

This Contract and all of the covenants herein shall be binding upon the OWNER and the CONTRACTOR respectively, and the CONTRACTOR's subcontractors, sub consultants, partners, successors, assigns and legal representatives. Neither the OWNER nor the CONTRACTOR shall have the right to assign, transfer or sublet their interests or obligations hereunder without written consent of the other party.

#### **ARTICLE IX: TERMINATION**

- a. The OWNER may, upon seven (7) days written notice to the CONTRACTOR, and at any time after the execution of this Contract, terminate or limit services of the CONTRACTOR furnished hereunder for any reason; including but not limited to, the abandonment of the Project, or the unavailability of monies to complete the Work.
- b. In the event of such termination, the CONTRACTOR shall be compensated for his authorized services rendered hereunder up to that date, and for all reasonable shutdown costs as agreed to by both parties.

#### **ARTICLE X: INDEMNIFICATION**

The CONTRACTOR shall indemnify, defend, and hold harmless the OWNER and the ENGINEER, their officers, employees and agents, against any loss, liability, claims or demands (including death and/or property damage), arising out of or resulting, in whole or in part, from the CONTRACTOR's performance of this Contract as provided in the Contract Documents and the Hold Harmless Clause.

#### **ARTICLE XI: CONTRACTOR'S STATUS AND RESPONSIBILITIES**

- a. The CONTRACTOR's status shall be that of an independent principal, and not an agent or employee of the OWNER.
- b. The CONTRACTOR shall be responsible for providing competent, suitably qualified personnel to perform the Work.
- c. The CONTRACTOR shall be responsible for proceeding with the Work and adhering to the schedule during all disputes or disagreements with the OWNER. No Work shall be delayed or postponed pending resolution of any dispute or disagreement.
- d. The CONTRACTOR shall pay to the OWNER, and the OWNER shall have the right to deduct the full amount of all expenses, losses and damages from all monies due or to become due the CONTRACTOR under this Contract, for any of the following reasons:
  1. Any defect, omission, or mistake of the CONTRACTOR or his employees; and the repairs of same, as determined by the ENGINEER.
  2. All costs of engineering work and inspection after the specified completion time for the Contract.
  3. All costs incurred by the OWNER for overtime payments to the inspection personnel caused by the CONTRACTOR's overtime work. Overtime is considered as all hours worked exceeding eight hours

per day and/or forty hours per week; all hours worked on Saturday or Sunday; and all hours worked on legal holidays observed by the OWNER.

4. Liquidated Damages in the amount set forth in Information to bidders Section for each and every Calendar day that the CONTRACTOR shall be in default of completing the WORK of this Contract. This sum is hereby agreed to be proper and reasonable liquidated damages, which the OWNER will suffer by reason of such default.

#### **ARTICLE XII: GUARANTEE AND CORRECTION OF DEFECTIVE WORK**

- a. The CONTRACTOR warrants and guarantees to the OWNER that all Work will be performed in accordance with all applicable federal, state, and local laws, standards and regulations and these Contract Documents; and that the Work will not be defective.
- b. If within the Guarantee Period after the acceptance date, any Work is found to be defective, the CONTRACTOR shall promptly correct the defective Work, or remove and replace it with non-defective Work; as directed by the OWNER, and at no additional cost to the OWNER.

#### **ARTICLE XIII: AGREEMENT BINDING**

This contract shall bind the heirs, executors, administrators, successors and assigns of the representative parties hereto.

#### **ARTICLE XIV: MANDATORY CONTRACT DISPUTE PROCEDURE**

The CONTRACTOR agrees to Mandatory Contract Dispute Procedures, as described below.

In an effort to resolve any disputes that arise during the construction of the Project or following the completion of the Project, the Bidder and Owner agree that all disputes between them arising out of or relating to the performance of the Work described in the Contract Documents shall be submitted to nonbinding mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to the Contract and with the American Arbitration Association.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

The Bidder further agrees to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

Nothing in this section shall prevent the OWNER from seeking injunctive or declaratory relief in court at any time. The alternative dispute resolution practices required by this section shall not apply to disputes concerning the Bid Solicitation or award process, or to the formation of contracts or subcontracts entered into.

#### **ARTICLE XV: GOVERNING LAW**

The laws of the Commonwealth of Pennsylvania will govern the validity of this Contract, its interpretation and performance.

**ARTICLE XVI: PREVAILING WAGE RATE**

The CONTRACTOR agrees to comply with the provisions of the Pennsylvania Prevailing Wage Act (August 15, 1961 P.L. 987, no. 442), and all corresponding rules and regulations. The CONTRACTOR shall pay all workers employed in the performance of this contract the prevailing wages determined pursuant to the above-cited law.

**ARTICLE XVII: AMERICANS WITH DISABILITIES ACT**

The CONTRACTOR and the OWNER do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. 12101 et. Seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this Agreement. In providing any aid, benefit, or service on behalf of the OWNER pursuant to the Agreement, the CONTRACTOR agrees that its performance shall be in the strict compliance with the Act. In the event that the CONTRACTOR, its agents, servants, employees, or subcontracts violate or are alleged to have violated the Act during the performance of this Agreement, the CONTRACTOR shall defend the OWNER in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect, and save harmless the OWNER and ENGINEER, their agents, servants and employees from and against any and all suits, claims, losses, demands or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the OWNER's grievance procedure, the CONTRACTOR agrees to abide by any decision of the OWNER that is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the OWNER or if the OWNER incurs any expense to cure a violation of the Act which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

The OWNER shall, as soon as practicable after a claim has been made against it, give written notice thereof to the CONTRACTOR along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the OWNER or ENGINEER or any of its agents, servants, and employees, the OWNER shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading or other process received by the OWNER or its representatives.

It is expressly agreed and understood that any approval by the OWNER or ENGINEER of the services provided by the CONTRACTOR pursuant to this Agreement will not relieve the CONTRACTOR of the obligations to comply with the Act and to defend, indemnify, protect, and save harmless the OWNER pursuant to this Paragraph.

It is further agreed and understood that the OWNER and ENGINEER assume no obligation to indemnify or save harmless the CONTRACTOR, its agents, servants, employees and subcontractors for any claims made under this Act.

IN WITNESS WHEREOF, the parties hereto have there unto set their hands and seals.

ATTEST:

\_\_\_\_\_  
(OWNER)

\_\_\_\_\_  
(CONTRACTOR)

## PROJECT SPECIFICATIONS

### **1. ENTRANCE PATH**

- a. Excavate and remove existing asphalt and Subbase to 10" below existing grade.
- b. Prepare base in accordance with Penn DOT Publication 408/2016 § 210.
- c. Install 6" 2A Subbase in accordance with Penn DOT Publication 408/2016 § 350.
- d. Install Superpave 25 mm P.G. 22 Base Course .0 to .3 million ESAL's SRL-H @ 3" depth in accordance with Penn DOT Publication 408/2016.
- e. Install Superpave 9.5 mm P.G. 22 Wearing Course .0 to .3 million ESAL's SRL-H @ 2" depth in accordance with Penn DOT Publication 408/2016.

### **2. CART PATH'S**

- a. Excavate and remove existing asphalt and Subbase to 6" below existing grade.
- b. Prepare base in accordance with Penn DOT Publication 408/2016 § 210.
- c. Install 3" 2A Subbase in accordance with Penn DOT Publication 408/2016 § 350.
- d. Install Superpave 12.5 mm P.G. 22 Base Course .0 to .3 million ESAL's SRL-H @ 3" depth in accordance with Penn DOT Publication 408/2016.

### **3. GENERAL SPECIFICATIONS**

- a. All work areas and limits will be identified by the Owner at the Pre Bid Meeting.
- b. All work shall be completed in a workman like manner.
- c. Successful Bidder responsible to restore and repair any and all damage made by accessing the work areas to the same condition as prior to the start of work.
- d. All excavated areas on cart path are to be paved the same day.
- e. The entrance path is to be excavated and base paved in the same day.
- f. All work shall comply with Penn DOT publication 408/2016