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**Notice to Bidders**

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**Plan Title** **Drawing # Plan Date Prepared by**

|  |  |  |  |
| --- | --- | --- | --- |
| Cover Sheet | C -1 | March 24, 2014 | Omnia Group Architects |
| Design Concept | A -1 | March 24, 2014 | Omnia Group Architects |
| Foundation / Slab on Grade Plan Wall Dimensions | A - 2 | March 24, 2014 | Omnia Group Architects |
| Cross Section | A - 3 | March 24, 2014 | Omnia Group Architects |
| Elevations, Views and Step | A - 4 | March 24, 2014 | Omnia Group Architects |
| Grading, Erosion &Sediment Plan |  | October 16, 2012 | Boucher & James, Inc |
|  |  |  |  |

**TECHNICAL SPECIFICATIONS**

# DIVISION 2 - SITE CONSTRUCTION

02300 Earthwork

02782 Unit Pavers

# DIVISION 3 - CONCRETE

03300 Cast-In-Place Concrete

# DIVISION 4 - MASONRY

04065 Masonry Mortar and Grout

04810 Unit Masonry Assemblies

# DIVISION 99999 - COORDINATION OF CONSTRUCTION ACTIVITIES

SOD-1

**NOTICE TO BIDDERS**

Veterans Square Foundation will receive bids online for furnishing labor, materials and equipment necessary for the construction of the “Lower Makefield Veterans Monument”. Online bids are to be submitted to [info@veteranssquare.org](mailto:info@veteranssquare.org) on or before May 1, 2014 at 3:00 PM, Eastern Standard Time.

Prospective bidders are invited to attend a pre-bid meeting, to be held on Wednesday, April 16, 2014 at 3:30 p.m. at the Lower Makefield Township Building, 1100 Edgewood Rd. Yardley, PA 19067. All questions concerning the bid documents or the project should be submitted via email to [Janice.curtin@hotmail.com](mailto:Janice.curtin@hotmail.com) no later than April 11, 2014. Responses to all inquiries will be posted on [www.veteranssquare.org](http://www.veteranssquare.org) on April 18, 2014.

Contractors must submit bids conforming to the specifications as written. If a contractor wants to propose an alternative construction method, they view as superior, they may submit a second bid proposal, detailing the advantages, methodology and BID COST WORKSHEET.

A certified check or bid bond for the amount of 10% is required. Bonds are to be issued by a surety licensed to do business in the Commonwealth of Pennsylvania. To avoid rejection of the bid submission a check/bond must be received at the following location on or before May 1st, 2014.

Veterans Square Foundation

1100 Edgewood Road

Yardley, PA 19067

The Veterans Square Foundation reserves the right to reject any or all bids on any basis, to eliminate or reduce items or quantities, and to waive any informality in the bidding as permitted by law.

The Veterans Square Foundation intends to award this contract on or about May 15, 2014. The successful bidder should be prepared to start construction no later than June 15, 2014 with completion approximately July 31, 2014.

The contractor will be responsible for obtaining all permits related to this project (building permit, Bucks County Conservation District Earth Disturbance Permit, etc.).

NTB-1

**INSTRUCTIONS FOR FILING**

1. The interested bidder should download and save a copy of the document referenced as **Bid Submission Packet**.
2. Complete the required forms
3. Save a copy of the completed forms
4. Email the completed **Bid Submission Packet** as an attachment to:

[info@veteranssquare.org](mailto:info@veteranssquare.org) **on or before May 1, 2014** at 3:00 PM, Eastern Standard Time.

1. Mail/deliver a certified check or bid bond for the amount of 10% is required. Bonds are to be issued by a surety licensed to do business in the Commonwealth of Pennsylvania. To avoid rejection of the bid submission a check/bond must be delivered/mailed to the address provided below **on before** **May 1, 2014**.

Veterans Square Foundation

1100 Edgewood Road

Yardley, PA 19067

1. Bid submissions will be acknowledged as received.

IFF -1

#### PROPOSAL SECTION

**Veterans Square Foundation**

(Name of Contracting Unit)

**Veterans Monument**

**Lower Makefield, Yardley, PA**

The following documents must be submitted. Failure to submit a bid guarantee will result in rejection of the bid. Failure to submit other documents may result in rejection of the bid.

1. A Bid Guarantee (10% Bid Bond, Certified Check, or Cashier's Check) with accompanying Consent of Surety.
2. Completed Proposal Section. This must be filled out along with the enclosed Bid Form.

The Proposal Section contains the following documents which should all be completed and submitted with you bid package.

1. Statement of Corporate Ownership.
2. Affirmative Action Requirements.
3. Non-Collusion Affidavit.
4. Background Questionnaire.
5. Certificate of Bidder Showing Ability to Perform Contract.
6. Acknowledgement of Receipt of Changes to Bid Document.
7. Contractor Responsibility Certification.
8. Proposal and Contract.
9. Bid Form.

SIGNATURE: The undersigned hereby acknowledges and has submitted the above listed requirements.

#### Name of Bidder:

By Authorized Representative:

Signature:

Print Name and Title:

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ PS-1

**STATEMENT OF CORPORATE OWNERSHIP**

Check appropriate box:

Corporation

Limited Liability Company

Partnership Sole Proprietor

No corporation or partnership shall be awarded any contract by the State, county, municipality or school district, or any subsidiary or agency thereof, unless prior to the receipt of the bid of the corporation or partnership, there is submitted to the public contracting unit a statement setting forth the names of all individuals who own 10% or more of stock or interest in the corporation or partnership.

1. If the bidder is a partnership, then the statement shall set forth the names and addresses of all partners who own a 10% or greater interest in the partnership.
2. If the bidder is a corporation, then the statement shall set forth the names and addresses of all stockholders in the corporation who own 10% or more of its stock in any class.
3. If a corporation owns all or part of the stock of the corporation or partnership submitting the bid, then the

statement shall include a list of the stockholders who own 10% or more of the stock of any class of that corporation.

1. If the bidder is other than a corporation or partnership, bidder shall indicate the form of corporate ownership as listed below.

BIDDER MUST COMPLETE ONE OF THE FOLLOWING STATEMENTS:

1. **Stockholders or Partners owning 10% or more of the company submitting bid:**

#### NAME

ADDRESS

#### NAME

ADDRESS

#### NAME

ADDRESS

#### 

Signature PS-2

1. **No Stockholder or Partner owns 10% or more of the company submitting bid:**

Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. **Bid is being submitted by an individual who operates as a sole proprietorship:**

Signature

1. **Bid is being submitted by a corporation or partnership that operates as a**  (check one of the following):

\_Limited Partnership \_Limited Liability Company

\_Limited Liability Partnership \_Subchapter S Corporation

Stockholders or Partners owning 10% or more of the form of corporation or partnership checked above shall provide the following information:

#### NAME

ADDRESS

#### NAME

ADDRESS

#### NAME

ADDRESS

#### NAME

ADDRESS

#### NAME

ADDRESS

Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ PS-3

#### AFFIRMATIVE ACTION REQUIREMENTS

CONSTRUCTION CONTRACTS

"Bidder are required to comply with the requirements of the Commonwealth of Pennsylvania State Code, Section 155.18.

1. All successful contractor(s) must submit, to the agencies named below, within three (3) days of the signing of the contract an Initial Manning Report for any contract award that meets or exceeds the Public Agency bidding threshold.
2. The successful contractor(s) must submit the appropriate copies of the Initial Project Manning Report to the State Affirmative Action Office and the appropriate copy to the Public Agency.

The undersigned further understands that his/her bid must be rejected as non-responsive if the requirements the Commonwealth of Pennsylvania State Code, Section 155.18 are not complied with.

Subscribed and sworn to before

#### me this Signature

day of , 20 ,

Notary Public of

Name & Title

#### (Type or Print)

My Commission expires:

Date

PS-4

**NON-COLLUSION AFFIDAVIT**

I, of the (City, Town, Township, Borough, etc.) of in the County of and the

State of , of full age, being duly sworn according to law on my oath depose and say that:

#### I am

of the firm of

the bidder making the Proposal for the above named project, and that I executed the said Proposal with full authority to do so; that said bidder had not, directly or indirectly, entered into any agreement(s), participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge

that the

#### Veterans Square Foundation

relies upon the truth of the statements contained in said

#### Proposal and in this affidavit in awarding the contract for the said Project.

I further warrant that no person(s)s or selling agency has been employed or retained to solicit, or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent, fee except bona fide employees or bona fide established commercial or selling agencies maintained by

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Name of Bidder)

(Also type or print name of

affiant under signature) Subscribed and sworn to before me this day of 20 ,

#### Notary Public of

My commission expires

#### (Date)

#### PS\_5

**BACKGROUND QUESTIONNAIRE**

In accordance with paragraph entitled "Qualifications of Bidders" of "Information for Bidders", provide the following information:

Date of Organization of Company:

Name and address of officers:

#### President

Vice President

Secretary

Treasurer

EXPERIENCE

1. How many years has your organization been in business as a general contractor under your present business name?
2. How many years experience in this type of construction work has your organization had?
3. What are the latest projects (within the last five years) your organization has completed? (Attach additional pages if necessary)

Contract Amount Date Work Completed For Whom

* 1. $
  2. $
  3. $
  4. $
  5. $

PS-6

Names, Addresses and Telephone Numbers of Reference for items listed above:

Name and Address Telephone No.

#### 



#### 

3. Have you ever failed to complete any work awarded to you (within the last ten years)?

#### If so, where and why?

1. Have you or has any officer of your organization ever been an officer or partner of some other

contracting organization that failed to complete any work (within the last ten years) ?

If so, state the name of individual, position and the name of the other organization:

Did this other contracting organization ever fail to complete any work awarded it within the last ten years)? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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## 6. Give list of uncompleted contracts at present held by you: (Attach additional pages if necessary)

|  |  |  |
| --- | --- | --- |
| Name of Contract | Contracting Agency | Amount |
|  |  |  |

## \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

## \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

## \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

## PS-7

## 7. State approximately the largest amount of work you have done in any one year (within the last five years) of a similar nature to the work being bid on.

8 List the equipment available for the performance of work under the proposed contract (attach additional sheets if necessary)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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PS-8

**SUBCONTRACTOR DECLARATION**

Each bidder shall set forth in the bid the names, addresses and license number (when required) of each subcontractor that will be associated with the construction of the monument.

A general contractor that intends to utilize a specific subcontractor to perform work in one or more of the specialty trade categories shall provide the required information with regard to that subcontractor in the appropriate space for each specialty trade category applicable to the contract

There shall be submitted proof that each subcontractor is qualified in accordance with the rules and regulations of the State of Pennsylvania when such rules and regulations exist.

A general contractor that intends to perform work in one or more of the specialty trade categories through the use of its own employees or the general contractor himself rather than through the utilization of a subcontractor shall write the word "**IN-HOUSE**" next to each applicable category and then insert the name, and license number where required, of each such employee of the general contractor or the general contractor himself in the appropriate spaces for each specialty trade category applicable to the contract.

Electrical Work:Not required by this contract. Electrical and lighting will be completed by a contractor donating his services and materials. This successful bidder is required to coordinate with this person

#### Other:

Name: Phone #

Address:

License Number:

#### Other:

Name: Phone #

Address:

License Number:

PS-9

**CERTIFICATE OF BIDDER SHOWING ABILITY TO PERFORM CONTRACT**

AFFIDAVIT

I, of the (City, Town, Township, Borough, etc.) of in the County of and the

State of of full age, being duly sworn according to law on my oath depose and say that:

* 1. I am a(n) owner, partner, shareholder or officer of the company set forth below and am duly authorized to execute this affidavit on its behalf.

(Check appropriate Statement(s))

I own, lease or control the necessary equipment required by the plans, specifications, and advertisements under which bids are asked for.

#### I do not own, lease or control all the necessary equipment required by the plans, specifications, and advertisements under which bids are asked for.

If the bidder is not the actual owner or lessee of all the necessary equipment provide the source from which the equipment will be obtained (Attach additional sheets if necessary)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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(Attach certification from the owner or person in control of the equipment definitely granting to the bidder the control of the equipment required during such time as may be necessary for the completion of that portion of the contract for which it is necessary)

SEAL

Title

#### Name of Company

Subscribed and sworn to before me this day of 20 ,

#### Notary Public

My commission expires:

#### (Date) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PS-10

**ACKNOWLEDGEMENT OF RECEIPT OF CHANGES TO BID DOCUMENTS FORM**

### Veteran Square Foundation

**Veteran's Monument**

**Lower Makefield, Yardley, PA**

#### The undersigned bidder hereby acknowledges receipt of the following notices, revisions, or addenda to the bid 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 record of notice to bidders shall take precedence and that failure to include provisions of changes in a bid proposal may be subject for rejection of the bid.

|  |  |  |  |
| --- | --- | --- | --- |
| Reference Number  Or Title of Addendum/Revision | | Date  Published on  www.VeteransSquare.org | Bidder's Initials |
| Notice, Revision or  Addenda No. | Title or Description |  |  |
|  |  |  |  |
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|  |  |  |  |
|  |  |  |  |

**Acknowledged by bidder:**

Name of Bidder:

By Authorized Representative:

Signature:

Printed Name and Title:

Date:

PS-11

**CONTRACTOR RESPONSIBILITY CERTIFICATION**

# Firm Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Firm Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact Name: Telephone No.: Fax No.: Email Address:

**Project Name: Veterans Monument**

The submitting firm is required to certify compliance with the contractor responsibility standards set forth below by checking appropriate boxes. Specifically, to perform work for the

**Veterans Square Foundation** (hereby known as "Owner"), submitting firms must

answer "*Yes*" to Questions 1, 2 and 10, 11, 12, 13 and 14 and answer "*No*" to Questions 3

through 8.

* + 1. Does the firm have or will it obtain all valid, effective licenses, registrations or certificates required by federal, state, county, or local law, including, but not limited to, licenses, registrations or certificates required to: (a) do business in the designated locale; and (b) perform the contract work it seeks to perform. These shall include, but not be limited to, licenses, registrations or certificates for any

type of trade work or specialty work which the firm proposes to self-perform?

#### Yes No

* + 1. Does the firm meet the bonding requirements for the contract, as required by applicable law or contract specifications and any insurance requirements, as required by applicable law or contract specifications, including general liability insurance, workers compensation insurance and unemployment insurance requirements?

Yes No

(3) Has the firm been debarred by any federal, state or local government agency or authority in the past three (3) years?

#### Yes No

1. Has the firm defaulted on any project in the past three (3) years?

#### Yes No

PS-12

1. Has the firm had any type of business, contracting or trade license, registration, or other certification suspended or revoked in the past three (3) years?

Yes No

1. Has the firm been cited for a willful violation of federal or state safety laws as determined by a final decision of a court or government agency in the past three (3) years?

Yes No

1. Has the firm or its owners been convicted of any crime relating to the contracting business as determined by a final decision of a court or government agency in the past ten (10) years?

Yes No

1. Has the firm, in the past three (3) years, been found by a final decision of a court

or government agency in violation of any law applicable to its contracting

business, including, but not limited to, licensing laws, tax laws, prompt payment laws, wage and hour laws, prevailing wage laws, environmental laws or others, where the result of such violation was the payment of a fine, back pay damages or any other type of penalty in the amount of $1,000.00 or more?

Yes No

1. Does the firm have all other technical qualifications and resources, including equipment, personnel and financial resources, to perform the referenced contract, or agree that it will obtain same through the use of qualified, responsible subcontractors?

Yes No

10) Does the firm agree to notify the Owner of any material changes to any matters attested to in this certification within seven (7) days?

Yes No

PS-13

(11) Does the firm understand and agree that, if it is a general contractor, construction manager or other prime contract and it receives a Notice of Intent to Award Contract, it shall provide the Owner within seven (7) days a Subcontractor List that identifies any subcontractors it will use in connection with the project and furnish Contractor Responsibility Certifications for all identified subcontractors with all required supporting documentation.

Yes No

(12) Does the firm understand and agree that this certification must be completed by

an authorized representative of the firm that that sufficient knowledge and

information to address all matter addressed herein.

#### Yes No

In executing this Responsibility Certification, the submitting firm understands and agrees that if the Owner determines that this certification contains false or misleading material information that was provided knowingly or with reckless disregard for the truth or omits material

information knowingly or with reckless disregard of the truth, the firm may subject the firm to any other penalties and sanctions, including contract termination, available to the under law. A contract terminated under these circumstances shall further entitle the Owner to withhold payment of any monies due to the firm as damages.

I certify that the foregoing representations regarding the past performance and present qualifications of the undersigned firm are true and correct.

Print and Sign Name

Subscribed and sworn

to before me this day of , 20

Title

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

My Commission Expires:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Firm

Date

PS-14

**PROPOSAL AND CONTRACT**

**(WHEN EXECUTED)**

DEPOSIT OF PROPOSALS: **PROPOSALS MUST BE SUBMITTED VIA EM.AIL**

Proposals will be accepted **via email only** for the: **Veterans Square Foundation Veteran's Monument**

At: info@VeteransSquare.org

On or Before: 3:00 **PM May 1, 2014**

Proposals will be received on or before the above Time specified above. Bids will be opened and read shortly after the above time.

1. The contractor proposes to furnish and deliver all materials and to do and perform all work on the following project as more specifically set forth in the **BID COST WORKSHEET** (Attachment 1), in accordance with drawings and specifications on file at the above address as well as the supplements and special requirements contained herein and / or attached hereto and current PennDOT Specifications (Publication 408), except (a) bidders need not be prequalified by PennDOT (Sec. 102.01), and (b) Marshall testing of bituminous paving materials is not required (Sec. 401).

* 1. If designated as the successful bidder, the contractor will begin work on the date specified in the Notice to Proceed, or as otherwise provided in the special requirements, and will

complete all work within 120 Calendar Days.

* 1. Accompanying this proposal is a certified check or bid bond in the amount not less than ten percent (10%) made payable to the **Veterans Square Foundation** as a proposal guarantee which, it is understood, will be forfeited in case the contractor fails to comply with the requirements of the proposal.

1. PROPOSAL OF:

(Name and Address of Contractor)

PS-15

**CONTRACTOR’S CERTIFICATION**

#### It is hereby certified as follows:

The only person interested in the proposal as principal (s) is (are):

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

This proposal is made without collusion with any other person, firm or corporation.

All plans and specifications referred to above and the site of the work have been examined by the contractor. The contractor understands that the quantities indicated herein are approximate and are subject to change as may be required; and that all work is payable based on the unit price listed on the **BID COST WORKSHEET**. (Attachment 1)

The contractor will comply with all requirements of the laws and implementing regulations of the Commonwealth of Pennsylvania and the Unites States relating to human relations, equal opportunity and non-discrimination in employment, and will pay to workmen employed in the performance of the contract the wages to which they may be entitled.

The contractor will provide the Veterans Square Foundation with a performance bond, conditioned upon the faithful performance of the contract in accordance with the plans, specifications and conditions thereof, and a payment bond, conditioned on the prompt payment of all material furnished and labor supplied or performed in the prosecution of the work, in accordance with the Public Works Contractors' Bond Law of 1967; and an affidavit accepting the provisions of the Workmen's Compensation Act of 1915, as amended.

CONTRACTOR

WITNESSED OR ATTESTED BY:

SIGNED TITLE

SEAL

SIGNED TITLE

**TO BE EXECUTED ONLY IN THE EVENT THE ABOVE PROPOSAL IS ACCEPTED**

ACCEPTED ON: **VETERANS SQUARE FOUNDATION Date:**

ATTESTED BY:

SIGNED TITLE

TITLE

SEAL

SIGNED TITLE PS-16

|  |  |  |  |
| --- | --- | --- | --- |
|  | |  |  |
| **Bidder Name:** | |  |  |
| **Telephone #:** | | |  |
|  |  | | **BID COST** |
|  |  | |  |
| **SITE PREPARATION** | | |  |
| 1 | Mobilization (Not to Exceed 2.5% of Total Bid Price) | |  |
| 2 | Rock Construction Entrance | |  |
| 3 | 18 Inch Silt Fence | |  |
| 4 | Strip Topsoil and Stockpile | |  |
| 5 | Rough Grading and Excavating for Monument | |  |
|  |  | |  |
| **FOUNDATION** | | |  |
| 6 | Drop Drainage Trough and Cast Iron Drain Pipe Cover | |  |
| 7 | 8 Inch PVC Drain Pipe | |  |
|  |  | |  |
| **MONUMENT** | | |  |
| 8 | Construct 8 Inch Concrete Wall | |  |
| 9 | Furnish and Install Variable Height Sloping Walls | |  |
| 10 | Furnish and Install Wall Coping | |  |
| 11 | 12 Inch Concrete Perimeter Walkway Wall | |  |
| 12 | 4 Inch Concrete Slab on 4 Inch Compacted Aggregate and Compacted Subgrade | |  |
| 13 | Install Interior Granite Pavers and Sand Setting Course | |  |
| 14 | Furnish and Deliver Exterior Brick Pavers | |  |
| 15 | Install Exterior Brick Pavers | |  |
|  |  | |  |
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|  |  | |  |
| **TOTAL** | | |  |

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## GENERAL CONDITIONS

* + GENERALPROVISIONS
  + DEFINITIONS

The following words and expressions used in the contract documents shall be construed as follows:

Owner

Engineer

Veterans Square Foundation 1100 Edgewood Road

Yardley, PA 19067

The Omnia Group Architects and Boucher and James, Inc

Contractor

Party, firm ,corporation with whom or which the contract is made, or authorized agent thereof.

Day

Legal Holiday

Calendar Days

Days which the Owner does not conduct normal business hours. The Contractor is responsible for contacting the Owner for a listing of these days.

* + SPECIAL NOTICE

The "Information for Bidders", the "General Conditions", the "Notice to Bidders", and "Proposal Section" shall be held equally binding with and are to be considered a part of the specifications and contract and the party of the second part, the Contractor, will be held responsible for neglect in attending to any part, paragraph or item therein.

* + REPRESENTATION OF CONTRACTOR

The Contractor represents and warrants:

1. that he is financially solvent and that he is experienced in and competent to perform the type of work to furnish the labor, plant, materials and supplies or equipment to be so performed or furnished by him and
2. that he is familiar with all Federal, State, County, Municipal and Department Laws, Ordinances and Regulations, which may in any way affect the work or those employed therein, including, but not limited to, any special Acts relating to the work or to the project of which it is a part, and
3. that such temporary and permanent work required by the contract documents and is to be done by him can be satisfactorily constructed and used for the purpose for which it is intended, and that such construction will not injure any persons or damage any property, and
4. that he has carefully examined the drawings, specifications, and the site of the work, and that from his own investigations he has satisfied himself as to the nature and location of the work, the character, quality and quantity of surface and subsurface materials likely to be encountered, the character of equipment and other facilities needed for the performance of the work, the general and local conditions and all other items which may in any way affect the work or its performance.
   * SUBLETTING OR ASSIGNING OF CONTRACT

The Contractor shall not assign, sell or transfer or otherwise dispose of the contract or any portion thereof or of the work provided therein or his right, title or interest therein, to any persons, firm or corporation, without prior written consent of the Owner.

* + CONSTRUING THE SPECIFICATIONS

To avoid disputes and litigation, it must be distinctly understood by the Bidder/Contractor that the Engineer shall construe or interpret the specifications and explain any ambiguity therein and shall have the right to decide as to their purpose and intent and his decision upon any such ambiguity shall be final, conclusive and binding.

* + NECESSARY TO COMPLETE

If any work or materials are required which are obviously necessary to carry out the full intent and meaning of the said specifications although the same may not be either directly or indirectly in the specifications, the Contractor is hereby bound to furnish the same without charge or claim.

* + DRAWINGS AND SPECIFICATIONS

The Contractor shall keep at the site of the work one copy of the drawings and specifications signed and identified by the Engineer and shall at all times give the Engineer and other representatives of the Owner access thereto. Anything shown on the drawings and not mentioned in the specifications, or mentioned in the specifications and not shown on the drawings, shall have the same affect as if shown or mentioned respectively in both. In case of any conflict between the drawings and specifications, the specifications shall govern. Any ambiguity or discrepancy between drawings and specifications shall be submitted by the Contractor to the Engineer whose decision shall be conclusive.

The general arrangement and location of equipment, the various pipe, duct, and conduit runs, etc. are shown on the drawings. All dimensions or the scales of the drawings shall be considered as approximate and shall be checked by each bidder to his own satisfaction prior to bid. The exact location of all parts of the work shall be governed by existing conditions, and the Contractor shall coordinate and locate all work at the time of installation. Any changes in location, etc. from that shown on the drawings, necessary by existing conditions, shall be made by the Contractor at no increase of the contract sum.

* + RIGHT-OF-WAY

All right-of-ways through private property required shall be secured by the Owner. Contractor shall not start construction in right-of-ways until directed by the Engineer. No claim shall be made by the Contractor for damage due to delay in securing right-of-ways.

* + TIME LIMITS

The Contractor agrees to start the work herein contracted for within five (5) days from the date of the Owner’s Notice To Proceed to the Contractor directing him to proceed with the work. The time to complete the work contracted for, from the date of the Proceed Order, shall be limited to the following:

**90 *Calendar Days***

No extension of time will be allowed for delay from any cause whatsoever, including normal weather conditions unless the Contractor shall have notified the Engineer in writing of such delay and his intention to claim an extension of time within two (2) days after the beginning of such delay. Such notice shall give complete information concerning the nature, extent and cause of the delay. If, in the opinion of the Owner, an extension of time is warranted the Owner or Owner's representative, will issue a written extension, setting a new time limit for the completion of the work.

* + LIQUIDATED DAMAGES

In case the Contractor fails to complete the work contracted for, satisfactory to and acceptable to the Owner within the stipulated time limit, or violates any terms or conditions of said contract, then the Contractor shall and will pay to the Owner for each and every calendar day determined to be in default, the following sums, which are agreed upon, fixed and determined by the parties hereto to be liquidated damages.

One (1) to Fifteen (15) Days beyond Contract Time Limits: Five Hundred ($500.00) dollars per Calendar day.

Sixteen (16) to Thirty (30) Days beyond Contract Time Limits: One Thousand ($1,00.00) dollars per Calendar day.

Greater than Thirty (30) Days beyond Contract Time Limits Two Thousand ($2,000.00) dollars per Calendar day.

The Owner shall recover said damages by deducting the amount thereof out of any money which may be due or become due the Contractor, or by an action of law against the Contractor, his surety or by either or both of these methods.

In case the Contractor shall be delayed due to the failure on the part of the Owner to furnish anything on its part to be furnished or for any other cause beyond the control of the Contractor, he shall be entitled to such an extension of time for the delivery of equipment, materials, work and supplies as in the judgement of the Owner or Owner's representative to be fair and just.

* + OWNER'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

The Owner has the right to stop work or terminate the contract, if:

1. The Contractor has violated the provisions of these specifications or any other Federal, State or Local law, or
2. The Contractor shall be adjudged bankrupt or make an assignment for the benefit of creditors, or
3. A receiver or liquidator shall be appointed for the Contractor or for any of his property and shall not be dismissed within 20 days after such appointment or the proceedings in connection therewith shall not be stayed on appeal within the said 20 days, or

(d) The Contractor shall refuse or fail, after notice or warning from the Engineer, to supply enough properly skilled workmen or proper materials, or

1. The Contractor shall refuse or fail to prosecute to work or any part thereof with such diligence as will ensure its completion within the period herein specified (or any duly authorized extension thereof) or shall fail to complete the work within said period, or
2. The Contractor shall fail to make prompt payment to persons supplying labor or materials for the work, or
3. The Contractor shall fail or refuse to regard laws, ordinances or regulations or otherwise to be guilty of a violation of any provisions of the contract or the Scope of Work therein, then and in such event, the Owner, without prejudice or any rights or remedy it may have, may give seven (7) days notice to the Contractor to terminate the employment of the Contractor and his right to proceed, either as to the entire work or at the option of the Owner as to any portion thereof as to which delay shall have occurred, and may take possession of the work and complete the work by the Contractor or otherwise, as the Owner may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the compensation to be paid the Contractor hereunder shall exceed the expense of so completing the work, including compensation for additional managerial, administrative and inspection services and any damages for delay, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor and his sureties shall be liable to the Owner for such expenses. If the right of the Contractor to proceed with the work is terminated, the Owner may take possession of and utilize in completing the work such materials, appliances, supplies, drawings, and equipment, as may be on the site of the work and necessary therefor. If the Owner does not terminate the right of the Contractor to proceed, the Contractor shall continue the work.

If the work shall be stopped by order of the Court or any other public authority, for a period of three (3) months without act or fault of the Contractor or of any of his agents, servants, employees, or Subcontractor, the Contractor may, upon ten (10) days notice to the Owner, discontinue his performance of the work and/or terminate the contract, in which event the liability of the Owner to the Contractor shall be determined as provided in the paragraphs immediately preceding, except that the Contractor shall not be obligated to pay to the Owner any excess of the expense of completing the work over the unpaid balance of the compensation to be paid by the Contractor hereunder.

* + REFERENCE TO THE STANDARD SPECIFICATIONS

1. All applicable portions of the work performed under this contract shall comply with the requirements of the current Pennsylvania Department of Transportation Standard Specifications for Road and Bridge Construction, as amended or supplemented and whose specifications are made part of these specifications. The Pennsylvania Department of Transportation Standard Construction Details shall govern except insofar as same are expressly modified, amended or changed in detail drawings prepared specifically for this particular project.
2. The Standard Specifications are made part of these specifications by this reference as if were set forth in full. It is the responsibility of the prospective bidder to be familiar with these Standard Specifications. Copies may be examined in the Engineer's office or may be purchased from the Pennsylvania Department of Transportation.
   * INSURANCE
   * STATE LAW AND REGULATIONS AND INSURANCE

The Contractor must assume all risks connected with his work. He shall comply with all State Laws and Regulations concerning Workmen's Compensation and shall maintain such insurance as will protect him against all claims for damages for personal injury, including death which may arise during prosecution of the contract, either by himself or by any Subcontractor or anyone directly or indirectly employed by either of them.

* + CONTRACTOR'S INSURANCE

The Contractor shall not commence work under this contract, until he has obtained all insurance required under this paragraph and such insurance has been approved by the Owner, nor shall the Contractor allow any Subcontractor to commence work, in his subcontract until all similar insurance required of the Subcontractor has been so obtained and approved.

Insurance coverage shall remain in effect until the project is accepted by the Owner, and at all times thereafter when the Contractor may be removing or replacing defective work.

The Contractor shall furnish the Owner with proof of insurance by execution of the Certificate of Insurance, of which a copy is included herein. The Owner, Lower Makefield Township, Boucher & James, Inc. and the Solicitor shall be a named additional insured.

The Certificate of Insurance shall give the Owner and Engineer 30 days written notice of any material change in, cancellation of, or expiration of the policies. The following types of insurance are required:

1. General Liability
2. Automobile Liability
3. Excess Liability
4. Worker's Compensation and Employer's Liability

The amounts for property damage and bodily injury for each type of insurance are as shown on the Certificate of Insurance herein.

The Contractor's insurance shall apply to and provide coverage for all Subcontractors and/or suppliers unless the Contractor forwards to the Owner and Engineer the Certificate of Insurance for the Subcontractor and/or supplier.

Any insurance company providing coverage must be licensed, admitted and authorized to do business in the Commonwealth of Pennsylvania.

* + SUIT OR CLAIMS

The Contractor agrees to indemnify and save harmless the Owner and the Engineer and all their agents and employees from actions and suits of every kind and description brought against them, or on account of the use of patented rights, and from any damages or injuries received or sustained by any party, or parties, arising out of any act or omission of the Contractor, his workmen or agents in performance of the work under this agreement, including the furnishing of equipment, materials and supplies at the site of the proposed work.

* + DAMAGES TO PERSONS AND PROPERTY

Contractor shall fully and completely indemnify and same harmless the Owner from damages or injury to persons or property resulting from the performance of the work, or through negligence to the contract, or through the use of any improper or defective machinery implements or appliances or through any act of omission of the Contractor, or his agents, or his employees.

* 1. CONDUCT OF THE WORK
  2. ROLE OF THE ENGINEER

The Engineer may verify, by observation and/or required tests, the amount, quality, acceptability and fitness of the materials, equipment and supplies furnished; and shall interpret any ambiguities in the drawings and specifications, contract documents, and any extra work order. Upon request, the Engineer shall confirm in writing any oral direction,

requirement or determination.

All work of refilling sunken ditches, repaving over trenches and keeping the streets and sidewalks in passable condition shall be satisfactorily performed by the Contractor during the construction of the work as well as during the maintenance period. If any work is not done within 48 hours after written notice given by the Engineer, the work may be done by the Owner and charged to the Contractor.

* 1. SURVEYS

Unless otherwise expressly provided for in the specifications, the Contractor will furnish all surveys necessary for the execution of the work. The Owner will furnish a base line and datum bench marks as required. The Contractor shall measure and lay out his work and be responsible for the accuracy thereof from bench marks and base lines established by the Engineer which shall constitute the surveys hereinbefore referred to.

* 1. PRESERVATION OF STAKES

The Contractor shall carefully preserve bench marks, reference points and stakes, and in case of willful or careless destruction, he will be charged with the resulting expense and shall be responsible, for any mistakes that may be caused by their unnecessary loss or disturbance.

* 1. USES OF PREMISES AND REMOVAL OF DEBRIS

The Contractor expressly undertakes at his own expense:

1. To take every precaution against injuries to persons or damage to property.
2. To store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the administration of Owner's affairs.
3. To place upon the work any part thereof only such loads as are consistent with the safety of that portion of the work.
4. To frequently clean up all refuse, scrap material and debris caused by his operations and at all times the site of the work shall present a neat, orderly condition.
5. Before final payment to remove all surplus material, false work, temporary structures, including foundations thereof, plant of any description and debris of every nature resulting from his operations and to put the site in a neat orderly condition.
6. To affect all cutting, fitting, or patching of his work required to make the same conform to the drawings and specifications, and except with the consent of the Engineer, not to cut or otherwise alter the work.
   1. INJURY TO EXISTING STRUCTURES

The Contractor shall be responsible for all injury to existing structures met within the prosecution of the work, including the delivery to the site of the proposed improvements of materials and supplies. In case of accident to existing structures met within the prosecution of the work, the Contractor will be required to immediately notify the proper authorities and as soon as possible thereafter also notify the Engineer.

* 1. CORRECTION OF WORK

The Contractor expressly warrants that his work shall be free from any defects in materials or workmanship and agrees to correct any such defects which may appear in such materials or workmanship within two years or the term of the maintenance bond, which ever is longer, following the final acceptance of the work by the Owner. Neither the acceptance of the completed work nor payment therefore shall operate to release the Contractor or his surety or sureties from any obligation or obligations under this contract or the bonds required under these Contract Documents.

* 1. PUBLIC UTILITIES

The contract drawings indicate the approximate location of known overhead and subsurface utilities in the vicinity of the work. The bidder is advised to investigate and ascertain for himself all the facts concerning the actual location of these utilities.

The Contractor shall cooperate with the utility Owners in the adjustment of their facilities and shall notify the utility Owners not less than ten (10) days in advance of the time he proposes to perform any work that will endanger or affect their facilities.

The Contractor shall permit the Owners of utilities, or their agents, access to the site of the work at all times in order to relocate, construct or protect their lines and he shall cooperate with them in performing this work. Separate payments will not be made for the following:

1. Coordination and cooperation of the Contractor with the utility companies, nor for the protection or replacement of utilities as specified hereinbefore.
2. Damages for delay caused by conflicts with utilities outside the jurisdiction of the Owner (ex: gas mains, telephone or electric lines, county storm sewer, water mains, etc.).

The bidder shall include all such costs in the prices bid for the various scheduled items in the Bid form.

* 1. PROTECTION OF WORK AND PROPERTY

The Contractor shall continuously maintain adequate protection of his work and shall protect Owner's property from injury or loss arising in connection with his work. He shall also protect all adjacent property as provided by law, and shall be responsible for all injury to property and existing structures sustained during the prosecution of his work, including delivery to the site of the equipment, materials and supplies. He shall repair and replace any such damage, injury or loss equal or better than the condition of the item prior to the Contractor's action.

All passageways, guard fences, light and other facilities required for protection by local authorities or local conditions must be provided and maintained.

* 1. CONTRACTOR TO ACT IN AN EMERGENCY

In case of any emergency which threatens loss or injury of property, and/or safety of life, the Contractor is required to act as he sees fit. He shall notify the Engineer thereof immediately thereafter.

* 1. EXTRA WORK

The Contractor further agrees that the Engineer may make such alterations as he may see fit in the form, dimensions, plans for materials of the work, materials and supplies bid upon or any part thereof, either before or after work. If such alterations diminish the quantity of the equipment, materials and supplies to be furnished and delivered to the site or work to be executed, they shall not constitute a claim for damages for anticipated profits on the work that may be dispensed with. If the extra work, change or alteration increases the amount of work to be performed or equipment, they shall be paid for at the price bid. If prices for such extra work are not included in the lump sum prices or unit prices bid, the Contractor hereby agrees to furnish the necessary materials and perform such labor as extra work, and agrees to accept in full payment therefore a price which shall be fixed by the Engineer previous to its commencement. The basis of such estimated cost will be the actual cost of materials, labor, equipment, and 10 % overhead plus ten percent (10%) profit. Contractor shall furnish breakdown estimate for such extra work. Change Orders and Open End Contracts will be in accordance with these specifications.

The Contractor shall not be entitled to receive payment for any extra work unless the same is certified in writing by the Engineer.

* 1. DISPUTE RESOLUTION

For construction contracts, the Owner and Contractor agree that in the event of a dispute arising under this contract, it shall be submitted to a process of resolution pursuant to alternative dispute resolution practices, such as mediation, binding arbitration or non-binding arbitration pursuant to industry standards, prior to being submitted to a Court for adjudication. Nothing in this section shall prevent the contracting unit from seeking injunctive or declaratory relief in court at any time. The alternative dispute resolution practices shall not apply to disputes concerning the bid solicitation or award process, or to the formation of contracts or subcontracts to be entered to.

Notwithstanding industry rules or any provision of law to the contrary, whenever a dispute concerns more than one contract, such as when a dispute in a contract involving design, architecture, engineering or management, upon demand of a contracting party, other interested parties to the dispute shall be joined unless the arbitrator or person appointed to resolve the dispute determines that such a joinder is inappropriate.

Notwithstanding industry rules or any provision of law to the contrary, whenever more than one dispute of a similar nature arises under a construction contract, or related construction contracts, upon demand of a contracting party, the disputes shall be joined unless the arbitrator of person appointed to resolve the dispute determines that the disputes are inappropriate for joinder.

4.0 CONTRACTOR'S PERSONNEL

4.1 PERSONAL ATTENTION

The Contractor shall give his personal supervision to the prosecution of the work, or have a competent representative on the work who shall have written authority to carry out the requirements of the Contract Documents. He shall also supply all manpower, materials and equipment as they may be required in the furnishing and delivery to the site of the proposed work, the equipment, materials and supplies bid upon.

4.2 CONTRACTOR'S SUPERINTENDENT

The Contractor shall attend to the work personally or through a competent, English-speaking superintendent, who shall be continually present on the project site whenever work is in progress. Such a superintendent shall be satisfactory to the Owner and Engineer and shall not be removed or replaced without due notice being given the Owner and Engineer. The Superintendent shall have full authority to act for the Contractor without the need to consult any higher level of authority.

4.3 LABOR LAWS

The Contractor and any Subcontractors shall comply with all the requirements of the Labor Laws of the State of Pennsylvania applicable to contracts on behalf of this Owner for construction, alteration or repair of any building or public work.

* 1. CONTRACTOR'S EMPLOYEES

All workmen must be competent and fully qualified in the type of work to be performed. Any employee of the Contractor, who is found by the Engineer to be incompetent, or who is performing his work in an unsightly manner or contrary to the specifications or the Engineer's instructions, or who is disorderly, shall be removed from the project and shall not again be employed on the project without the Engineer's consent.

4.5 EIGHT HOUR DAY

All mechanics, workers, laborers, employed or engaged in the work hereunder shall work no more than eight (8) hours in any one day. In case of necessity for the protection of property or human life, mechanics, workmen and laborers may be employed for longer periods than eight hours per calendar day, if paid extra compensation on the basis of eight hours constituting a days work, in accordance with all State and Federal laws.

4.6 PAYMENT OF EMPLOYEES

The Contractor and each of his Subcontractors shall pay each of his employees engaged in work on the project under this contract in full (less deductions made mandatory by law) in legal tender and not less often than once each month.

* 1. SAFETY AND HEALTH REGULATIONS

The Contractor shall comply with the Department of Labor, Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (P.L.91-596) and under Section 107 of the Contract Work Hours and Safety Standards for Construction (P.L.91-54).

* 1. ACCIDENT PREVENTION

Precautions shall be exercised at all times for the protection of persons (incl. employees) and property. The safety provisions of applicable laws, buildings and construction codes shall be observed. Machinery, equipment, and all hazards shall be guarded or eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction published by the Association General Contractors in America and Part VI "Temporary Traffic Control" of the U.S. Dept. of Transportation. Federal Highway Administration "Manual on Uniform Traffic Control Devices", latest edition, whichever is more stringent to the extent that such provisions are not in contravention of applicable law. Contractor alone shall be responsible for the safety, efficiency, and adequacy of his plant, appliances and methods and for any damage which may result from their failure for their improper construction,

maintenance or operation. The cost of "Accident Prevention" shall be included in the lump sum or unit price bid whichever is applicable.

* 1. MATERIALS
  2. CONTRACTOR'S TITLE TO MATERIALS

No materials or supplies for the work shall be purchased by the Contractor or by Subcontractor that are subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the seller. The Contractor warrants that he has good title to all materials and supplies used by him in the work.

* 1. ROYALTIES AND PAYMENTS

The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringements of any patent rights and shall save the Owner harmless from loss or account thereof.

* 1. ORDERING MATERIALS

Before ordering materials, the Contractor shall obtain the Engineer's approval of their conformity to the specifications. In the case of concrete aggregate and similar materials, samples must accompany the request for approval. The Contractor must forward to the Engineer copies of all shipping lists, invoices or delivery slips accompanying such deliveries.

5.5 SAMPLES

The Contractor shall submit to the Engineer any samples of materials before or during the progress of the work that may be required by the Contract Documents and all materials and workmanship must be equal in every respect to the samples submitted and approved.

5.6 SHOP OR SETTING DRAWINGS

1. The Contractor shall submit promptly eight copies of each shop or setting drawings, of which two will be returned to the contractor prepared in accordance with the schedule predetermined under the provisions of the preceding paragraph hereof with the Contractor's approval stamp and date thereon. After examination of such drawings by the Engineer, and the return thereof, the Contractor shall make such corrections to the drawings as have been indicated and shall furnish the Engineer with two corrected copies. If requested by the Engineer, the Contractor must furnish additional copies, regardless of corrections made in or approval given to such drawings by the Engineer. The Contractor will nevertheless be responsible for the accuracy of such drawings and for their conformity to the drawings and specifications unless he notified the Engineer in writing of any deviations, at the time he furnished such drawings.
2. The Contractor shall likewise submit, in writing, the type, kind and name of the manufacturer of all materials to be used in the work for the written approval of the Engineer prior to the installation of same.
3. Any equipment or materials installed without this written approval of the Engineer will be require to be removed by the contractor at his own expense and replaced with equipment and materials as approved.
   1. OR EQUAL CLAUSES

Wherever in these contract documents a particular brand, make of materials, device or equipment is shown or specified, such brand, make of material, device or equipment should be regarded merely as a standard.

When a bidder submits an equivalent, it shall be the responsibility of the bidder to document the equivalence claim. Failure to submit such documentation shall be grounds for rejection of the claim of equivalence.

If two or more brands, makes of material, devices or equipment are shown or specified, each should be regarded as the equal of the other. Any other brand, make of material, devices or equipment, which in the opinion of the Engineer is the recognized equal of that specified, considering quality, workmanship and economy of operation, and is suitable for the purpose intended, will be accepted. All material and workmanship shall, in every respect be in accordance with what, in the opinion of the Engineer is in conformity with approved modern practice.

Whenever the drawings, specifications or other contract documents or the direction of the Owner or its authorized agent admit of doubt as to what is permissible, and/or fail to note the quality of any work, that interpretation will be made by the Engineer which is in accordance with approved modern practice to meet the particular requirement of the contract.

In all cases, new materials shall be used unless this provision is waived by notice from the Engineer.

5.8 SUBSTITUTIONS

After the execution of the contract, substitution of equipment or materials of makes other than those named in the contract will be considered for one reason only. That the equipment proposed for substitution is superior or equal in construction and/or efficiency to that named in the contract.

Complete data, to include: shop drawings, specifications, performance curves, test results, list of similar installation with years of service, operating and maintenance instruction, a statement that the Contractor agrees to pay all costs that will result directly or indirectly from acceptance of the substitute, and all other necessary information; shall be submitted in

triplicate to enable the Engineer to evaluate the proposed substitution equipment or material. The determination as to whether or not such changes will be permitted rests solely with the Engineer.

The Contractor shall take and assume full responsibility and bear any extra expense or cost incurred by changes advocated by him. Those costs include, but are not limited to, review time by the Engineer or the Engineer's Consultants, costs of redesign, and claims of other contractors affected by the resulting change. It will be assumed that the cost to the Contractor of the equipment or materials proposed to be substituted is less than the equipment or materials named in the contract, and if the substitution is approved, the contract price shall be reduced by an amount equal to the savings.

5.9 MATERIAL SAFETY DATA

The State Department of Health has adopted a Workplace Hazardous Substance List, which includes substances that pose a threat to the health and safety of employees. Therefore, under the provisions of, the contractor must furnish the Owner a "Material Safety Data Sheet" for each product which is supplied to the Owner which contains a substance listed on the Hazardous Substance List. The Owner reserves the right to request a copy of the applicable Material Safety Data Sheet be forwarded with the delivery of each product. Furthermore, under the provisions of each product shall have a label affixed or stenciled onto any container that contains any substance listed on the Hazardous Substance List .

* 1. INSPECTION AND TESTING
  2. INSPECTION

The Contractor shall afford every facility for inspection of the equipment, materials and supplies at all times by the Engineer prior to the delivery of same to the site of the work. All equipment, supplies and materials shall be tested in the presence of the Engineer, if so desired.

Any equipment, materials, supplies or workmanship deemed of inferior quality, or not in accordance with the finally approved specifications, brought to or incorporated in the work may be rejected by the Engineer. The equipment, materials and supplies and workmanship may be re-inspected at any time, prior to delivery to the site of the proposed improvements. The Contractor shall bear all the expense of testing materials.

Contractor shall notify Engineer at least forty-eight (48) hours in advance to any work on Saturdays. There will be no work permitted on Sundays or holidays. If the project receives inspection by the Engineer, the normal working hours for the Engineers inspector are from 7:30 a.m. to 4:00 p.m., Monday through Friday. Any overtime inspection costs for the Engineers inspector which are avoidable shall be reimbursed by the Contractor.

As the Owner is only paying for the contract time in the Contract Documents, the Contractor shall be responsible for all costs of inspection and contract management beyond the contract time limits, unless a written extension of time has been granted by the Owner. These costs are in addition to any liquidated damages that may be charged to the Contractor.

* 1. INSPECTORS

The work shall be conducted under the general observation of the Engineer through such Inspectors as the Engineer employs. Inspectors are stationed on the site of the work to represent the Engineer and to report to him concerning the observation of progress of the work and the workmanship and materials being furnished. Such Inspectors shall inform the Engineer and the Contractor when they observe that work being performed and/or the materials being furnished do not conform to the requirements of the Contract Documents. Such observation, if and when provided, shall not relieve the Contractor of any responsibility to furnish materials and perform work in complete accordance with the requirements of the Contract Documents, nor does such observation create any duty or obligation to any employee or invitee of Contractor, any Subcontractor, or to any third party.

The Inspector is not authorized to revoke, alter, enlarge, relax or release any requirements of the Contract Documents or to issue instructions contrary to the Contract Documents.

* 1. ACCESS TO THE WORK

The Contractor shall furnish the Engineer with every reasonable facility for observing the work as performed.

The Engineer shall have the right to inspect all work done and all materials furnished either in the field or at the point of manufacture. The Contractor shall furnish or cause to be furnished

safe access at all times to the places where preparation, fabrication or manufacture of materials and/or construction of the work is in progress.

When the Engineer or his representative are in or about the premises mentioned above in the course of their duties, they shall be deemed conclusively to be an invitee of the Contractor. If the Contractor is not the Owner of the premises mentioned above, the Owner thereof shall be deemed an agent of the Contractor with respect to the obligation assumed hereby.

The Contractor or his agent, as described above, shall be liable for the payment of claims for injuries, damages, etc, for death of the Owner or his representative due to the negligence on the part of the Contractor or his agent.

* 1. COVERING UNINSPECTED WORK

If any work be buried, covered or otherwise concealed prior to observation by Engineer or contrary to the orders and direction of the Engineer and such work is not subject to testing and approval by any acceptable alternate method it must, if required by the Engineer, be uncovered for examination. Such uncovering and all necessary restoration regardless of the final acceptability of the work uncovered, shall be at the expense of the Contractor.

* 1. TESTING MATERIALS

Except as may be provided elsewhere, tests or analysis of materials which are usually tested after delivery to the site, such as concrete aggregate, mixed-in-place concrete, and similar materials; will be performed by the Engineer or testing laboratories which will be approved by the Engineer and selected and paid for by the Contractor. The preliminary testing of concrete mixtures and tests or analysis of other materials, samples of which are to be submitted prior to delivery, will also be performed by the laboratory and paid for by the Contractor at the Engineer's request.

If the Engineer orders sampling and analysis or tests of materials which are usually accepted on certification of the manufacturer but which appear defective or not conforming to the requirements of the Specifications, the Contractor will bear the reasonable costs of sampling, transportation, tests and analysis.

* 1. PAYMENTS
  2. CONSTRUCTION SCHEDULE AND PERIODIC ESTIMATES

Immediately after execution and delivery of the contract, and before the first partial payment is made, the Contractor shall deliver to the Owner an estimated construction progress schedule in form satisfactory to the Owner, showing proposed dates of commencement and completion of each of the various subdivisions of work required under the Contract Documents and the anticipated amount of each payment that will become due to the Contractor in accordance with the progress schedule.

* 1. PAYMENTS

Upon execution of the contract a mutually agreeable payment schedule will be prepared. Requests for payment for materials on hand shall be accompanied with receipted invoice from supplier. Prior to such payment being made, the Contractor shall execute an agreement, provided by the Engineer and Solicitor on behalf of the Owner, which details the conditions of payment.

If, in the opinion of the Engineer, it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the work injured or not performed in accordance with the contract documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as in the judgment of the Engineer shall be equitable.

When the work performed under this contract has been completed by the Contractor and accepted by the Owner, the Engineer shall make a final estimate of the work and certify the same to the Owner which shall for causes herein specified, pay to the Contractor the balance due, said payment, unless otherwise specified, to be made within thirty (30) days from the date of the final acceptance, excepting therefrom such sum as may be lawfully retained under any provisions of this contract. All prior estimates and payments including those relating to extra work shall be subjected to corrections by this payment.

* 1. RETAINAGE

The Contractor is advised that for contracts $100,000.00 and over for improvement to real property, the sum of 10% of the amount due shall be held on each partial payment pending completion of the project. The withheld payment will earn interest at the rate currently paid by such institutions or associations on time or savings deposits. The amount withheld, shall be paid to the contractor upon fulfillment of the terms of the contract. Any interest accruing on such cash withholdings shall be credited to the Owner.

* 1. ACCEPTANCE OF FINAL PAYMENT AS RELEASE

The acceptance by the Contractor of final payment shall be and shall operate as a release by the Owner of all claims and all liability to the Contractor other than claims in stated amounts as may be specifically excepted by the Contractor for all things done or furnished in connection with the work and for every act and neglect of the Owner, or Owners designee and others relating to or arising out of this work. Any payment, however, final or otherwise, shall not release the Contractor or its sureties from any obligations under the contract documents or the performance, payment and maintenance bonds.

* 1. OWNER'S RIGHT TO WITHHOLD PAYMENTS

Owner may withhold from the Contractor as much of any approved payments due him as may, in the judgment of the Owner, be necessary, to

1. Secure the payment of just claims then due and unpaid by any persons supplying labor or materials for the work.
2. Protect the Owner from loss due to defective work not remedied, or
3. Protect the Owner from loss due to injury to persons or damage to the work or property of other Contractors, Subcontractors or others caused by the act or neglect of the Contractor or any of his Subcontractors that the Owner may deem proper to satisfy such claims or to secure such protection. Such application of such money shall be deemed payment for the amount of the Contractor.
   1. LIENS

Final payment of retained percentage shall not become due until the Contractor, if required, shall furnish the Owner a complete release of liens arising out of his contract, or receipts in full, in lieu thereof covering claims of any kind or character for work or labor done, or labor or materials furnished by the Subcontractor, materialmen, persons or corporations whatsoever.

## CERTIFICATION OF SITE SAFETY CONDITIONS

TOWN: PROJECT

NAME

COUNTY: JOB #

I hereby certify that site safety conditions and the means and methods of construction have been and are in accord with the provisions of the Contract Documents and all requirements contained and referenced therein since the last executed Certificate of Site Safety Conditions, except as noted:

Unsafe Trench Condition Unsafe Entry to Live Manhole

Unsafe Traffic Control Unsafe Equipment

Inadequate Fall Protection Proximity to Electric

Other

None

Comments/Resolutions

Contractor:

by: Authorized Representative

I executed this form at on

Time Date

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**1.0 BID PREPARATION**

EXAMINATION AND RESPONSIBILITY

Bidders are directed to examine for themselves the drawings, specifications, estimated quantities and the location of the proposed work. They shall exercise their own judgment as to the scope and nature of the work; the difficulties to be encountered and the quantities that may actually be encountered in the work. Each bidder is fully responsible for having reviewed and understood these specifications previous to submitting his bid, that his bid covers and complies with **all** requirements of the Contract Documents, and shall not at any time thereafter assert any claim related to any misunderstanding of the nature or amount of work to be done.

CONDITION OF WORK

Each bidder must inform himself fully of the conditions relative to the construction under which the work is now being or will be performed. Failure to do so will not relieve a successful bidder of his obligation to furnish all materials and labor necessary to carry out the provisions of the contract documents and to complete the contemplated work for the construction as set forth in his bid. The Contractor in the carrying out of his work must employ such methods or means that will not cause any interruptions or interference with the work of any other contractor (if applicable).

OBLIGATIONS OF BIDDERS

At the time of the opening of bids each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the drawings and contract documents (including all addenda). The failure or omission of any bidder to receive or examine any form, instrument or documents shall in no way relieve any bidder from any obligations contained therein.

ADDENDA, BID SPECIFICATION CHALLENGES AND INTERPRETATIONS

No interpretations of the meaning of the drawings, specifications or other contract documents will be made to any bidder orally. Every request for such interpretation should be made in writing, addressed to the Engineer, and to be given consideration, must be received at least ten (10) days prior to the final date fixed for receiving bids. Any and all such interpretations and/or supplemental instructions will be in the form of written addenda to the specifications, which if issued, will be issued in accordance with applicable State Laws.

Failure of any bidder to receive any such addendum or interpretations shall not relieve any bidder from any such obligations therein under his bid submitted. All addenda so issued shall become part of the contract documents, and shall be attached to the bid form when submitted.

QUALIFICATIONS OF BIDDERS

The owner may make such investigation as is necessary to determine the responsibility of the bidder and/or the ability of the bidder to perform the work. The bidder shall furnish to the Owner all such

information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that said bidder is responsible or properly qualified to carry out the obligations of the contract and to complete the work therein contemplated. Conditional bids will not be accepted. Bids which are incomplete or obscure may be rejected at Owner's option.

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DISCLOSURE STATEMENT

No corporation or partnership shall be awarded this contract unless prior to the receipt of the bid of said corporation or said partnership, there is submitted a statement setting forth the name and addresses of all stockholders in the corporation or partnership who owns ten percent or more of its stock of any class or of all individual partners in the partnership who owns ten percent or greater interest therein, as the case may be. If one or more such stockholders or partner is itself a corporation's stock or the individual partners owning ten percent or greater interest in that partnership as the case may be, shall also be listed. The disclosure shall be continued until the names and addresses of every non-corporate stockholders and individual partner exceeding the ten percent ownership criteria established in this act has been listed. If the bidder is not a corporation, or partnership, it should so indicate on the disclosure statement.

MANUFACTURED ARTICLES

In the specifications and on accompanying drawings, there are specified and shown certain pieces of equipment and materials, deemed most suitable for the service anticipated. This is not done, however, to eliminate other equipment and materials equally as good and efficient. When a bidder submits an equivalent, it shall be the responsibility of the bidder to document the equivalence claim. Failure to submit such documentation shall be grounds for the rejection of the claim of equivalence. The bidder shall prepare his bid on the basis of the particular equipment and materials specified or shown, and shall be responsible for the coordination, arrangement and location of all equipment and material incorporated in the work.

BID SECURITY AND CONSENT OF SURETY

Each bid shall be accompanied by a Certified Check, Cashier's Check or Bid Bond duly executed by the bidder as principal, and having as surety thereon a Surety Company approved by the Veterans Square Foundation , in an amount not less than ten percent (10%) of the amount bid. The check or bid bond should be mailed or delivered to Veterans Square Foundation 1100 Edgewood Rd Yardley, PA 19067. Any such Bid Bond shall be without endorsement or conditions. Bid shall also be accompanied with a certificate letter from a surety company stating that it will provide the bidder with the requisite completion performance and payment bonds, i.e. a Consent of Surety.

Such bid guarantee will be returned to all bidders, except to the three apparent lowest responsible bidders, within ten days after the formal opening of bids, Sundays and holidays excepted.

The bid guarantee will be returned to the remaining unsuccessful bidders within three days, Sundays and holidays excepted, after the Veterans Square Foundation and the accepted bidder have executed the contract and the Veterans Square Foundation has approved the Bidder's Performance Bond, or if no contract has been accepted within 60 days after the date of opening of bids, any bidder upon demand made after the expiration of said 60 day period, shall be entitled to the return of his bid guarantee, so long as he has not been notified by the Veterans Square Foundation r of the acceptance of his bid.

Any such bid guarantee shall be forfeited and become the property of the Veterans Square Foundation if the bidder whose bid is accepted shall fail: to give a satisfactory performance bond and labor and material payment bond, or a combination performance and labor and material payment bond, and/or fails to execute a contract within ten (10) days after notice from the Veterans Square Foundation to do so.

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**2.0 SUBMISSION OF BIDS**

GENERAL

Bidder must submit their bid via email. No bid will be accepted or opened if hand delivered or mailed.

Any bid may be submitted or withdrawn prior to the scheduled time for the opening of bids, or authorized postponement thereof. Any bid received after the time and date specified in the Notice to Bidders will not be considered. No bid may be withdrawn within 60 days after the actual date of opening thereof.

PRICE TO INCLUDE

The bid submitted must cover the entire cost of the contemplated construction and installation as illustrated on the drawings and in the manner and detail described in the specifications. The price bid for each item shall cover the entire cost of its installation, construction, and completion, including all materials, workmanship, and appurtenances necessary for its completion or as implied by illustration on the drawings, by description in the specifications, or to be reasonably inferred therefrom.

If there are minimum unit prices included in the bid form, those prices shall be the minimum acceptable unit price for the work. If bidder fails to propose the minimum unit price in his bid, the unit price will be set to the minimum price states on the bid form, with the appropriate increase to the extension of the unit price and total bid price.

REJECTION OF BIDS

The Veterans Square Foundation reserves the right to reject all bids, to reject any bid or bids not complying with the specifications, and to waive any informality in any bid or bids if such waiver be deemed by the Veterans Square Foundation to be in the best interests of the Veterans Square Foundation*.*

AWARD OF BID

The award of the contract will be made, subject to necessary monies to do the work being provided by the Owner. The contract to be executed by the successful bidder will provide that it shall not become effective until the necessary monies to do the work have been provided by the Owner.

No contract shall be awarded to any contractor, subcontractor, or to any firm, corporation or partnership in which such contractor or subcontractor has an interest, who is debarred from public works. Bidder may be disqualified and his proposal or proposals rejected subject to conditions specified under PADOT specifications Pub. 408, Section 102.13 ″Disqualification of Bidders and Rejection of Proposals.″

**3.0 CONTRACT**

DRAWINGS AND SPECIFICATIONS FURNISHED

The Engineer shall furnish, at no additional cost to the successful bidder, one executed contract set of drawings and specifications, and two copies of the specifications and drawings. All additional copies of the drawing and/or specifications shall be furnished to the contractor at the cost of reproduction plus handling.

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PERFORMANCE, PAYMENT AND MAINTENANCE BONDS

The bidder whose bid is accepted shall furnish to the Owner, a performance bond and labor and material payment bond, or a combination performance and labor and material payment bond, and at the completion of the work, a two (2) year maintenance bond, each in the amount of 100% of the final contract price, with such sureties as shall be approved by the Owner and as detailed and described below.

All surety companies must be authorized to transact such business in Pennsylvania. The surety must designate a Pennsylvania agent on whom service of process can be made. The Contractor shall be responsible for updating the surety's expiration from the list or an agent change, to the Veterans Square Foundation. All surety companies must have the minimum capital and surplus or net cash assets required on the date of advertisement for the project. All surety companies must complete a Surety Disclosure Statement and Certification for all payment and performance bonds.

LAWS AND REGULATIONS

The bidder's attention is directed to the fact that all applicable Federal, State, County and municipal laws ordinances, regulations, etc. and the 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 therein written out in full including, but not limited to the Department of Transportation Specifications Pub 408, latest revision Section 100-General Provisions and the Federal Construction Safety Act (Public Law 91-54), Federal Register, Chapter VXII, Part 1926 of Title 29 Code of Federal Regulations, Occupational Safety and Health Regulations for Construction, and subsequent publications updating these regulations.

PERMITS

The Contractor shall determine which construction permits and licenses shall be needed, and shall procure and pay for all such construction permits and licenses necessary for the execution of his work.

CONTRACT DOCUMENTS

Attached hereto is the "Form of Contract" that will be executed between the Owner and the Contractor.

The Contractor shall execute and return these documents with the required bonds, insurance certificates, affirmative action forms and any other documents required within ten (10) days after receipt of the request for execution.

NOTICE TO PROCEED

After approval and execution of the contract documents by all parties and a preconstruction meeting, the contractor shall be sent a "Notice to Proceed". This document serves as formal authorization to proceed with the project.

Any and all work performed by the contractor prior to receipt of the Notice to Proceed is at the contractor's risk with no claim against the Owner for such work.

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**4.0 AFFIRMATIVE ACTION AGAINST DISCRIMINATION**

BIDDER REFERRED TO LAW

The bidder is specifically referred to the Commonwealth of Pennsylvania State Code, Section 155.18, as amended and the Regulations adopted pursuant thereto, relating to affirmative action in relation to discrimination.

EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITIES

The contractor and the Owner do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. s12.101 et seq.), which prohibits descrimination 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 thereunto, are made part of this contract. In providing any aid, benefit or service on behalf of the Owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act.

In the event the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, 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, its 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 or other expenses arising from such action or administrative proceeding or incurred in connection therewith.

The Owner shall, as soon as practical after a claim has been made against it, give written notice thereof to the contractor along with the full particulars of the claim. If any action or administrative proceeding is brought against the Owner 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 of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation 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 assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this contract.

Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this contract, nor shall they be construed to relieve the contractor from any liability, nor preclude the Owner from taking any other actions available to it under any other provisions of this contract or otherwise at law.

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## FORM OF CONTRACT

**5.0**

**THIS AGREEMENT**, between the **VETERANS SQUARE FOUNDATION** having its principal offices located

at 1100 Edgewood Road, Yardley, PA 19067, hereinafter referred to as Owner and

< Contractor Business Name> business located at <Contractor Address>

## WITNESSETH;

**,** having its principal place of hereinafter referred to as "Contractor";

That for and in consideration of the sum of

## <$x,xxx.xx>

, representing items <1 > through

< > , contractor agrees to furnish to the Owner, the labor, material, equipment and services in accordance with

the contract documents hereinafter set forth.

That for and in consideration of the amount payable under this agreement by the Owner, the Contractor agrees, at its own proper cost and expense, and with due skill and diligence, that it will complete the

## Veteran's Monument

with this agreement.

, in accordance with the contract documents and in compliance

Contractor agrees to receive as full compensation the amount stated herein, namely

## <$x,xxx.xx>

, for said

services provided to the Owner. Contractor shall be responsible for all loss or damage arising out of the furnishing of the services aforesaid.

To prevent all disputes and litigation, it is agreed by and between the parties to the Contract that the

Owner shall in all cases determine the quantity of the goods delivered and paid for under this contract, and as to the interpretation of any ambiguity in or intent of the drawings and specifications.

The Contract documents shall consist of the following:

1. Notice to Bidders.
2. Specifications.
3. Contractors Proposal (as accepted).
4. Contract Agreement.
5. Contract Drawings
6. All Addenda.
7. IFB-7

The parties to this contract agree to incorporate into this contract the mandatory language of the

Regulations pursuant to the Commonwealth of Pennsylvania State Code, Section 155.18, as amended and supplemented from time to time and the contractor or subcontractor agrees to comply fully with the terms, provisions, and obligations of said Regulations.

This agreement, together with the contract documents, form the contract and they are as fully a part of this contract as if hereto attached or herein repeated.

The Owner and the Contractor, for themselves, their heirs, executors, administrators, successors or assigns, hereby agree to the full performance of the covenants herein contained.

**IN WITNESS WHEREOF,** they have executed this Agreement.

ATTEST:

## <Contractor>

BY

## (SEAL) Print Name & Title Print Name & Title

**Dated this day of , 20**

ATTEST:

## Veterans Square Foundation

BY

**( Seal)**

## Dated this day of , 20

**6.0 CERTIFICATE OF INSURANCE**

**Name & Address of Insured**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
|  | | | | Limits of Liability in Thousands (000) | | |
| Enter (X) | Type of Insurance | Policy Number and Insuring Company(ies) | Policy Expiration Date | Amounts of Less Than  $1,000,000 Will Not Be Acceptable | Amount Required  Each Occurrence | Amount Provided  Each Occurrence |
|  | General Liability |  |  | Bodily Injury | $1,000 | $ |
| Comprehensive Gen. Form |
| Premises-Operations |  |  |
|  | Property Damage | $1,000 |
| Explosion & Collapse Hazard |
| Underground Hazard |
| Products/Completed Operations |
| Hazard |
| Contractual Ins. (Blanket) | Bodily Injury and Property Damage Combined | $1,000 | $ |
| Broad Form Prop. Damage |
| Independent Contractors | Personal Injury | $ | $ |
| Personal Injury |
|  | Automobile Liability |  |  | Bodily Injury | $ | $ |
|  | (Each Person) |  |  |
| Comprehensive Form | Bodily Injury | $ | $ |
|  | (Each Accident) |  |  |
| Owned | $ | $ |
| Non-Owned | Property Damage | $ | $ |
| Garagekeepers Insurance (Without | Bodily Injury and Property Damage Combined | $1,000 | $1,000 |
| regard to legal liability as direct |
| coverage on a primary basis) |
|  | Excess Liability Umbrella Form  Other Than Umbrella Form |  |  | Bodily Injury and  Property Damage Combined | $1,000 | $ |
|  | Worker's Compensation and Employers' Liability | \*All States Endorsement | |  | | |
| Minimum $100,000 | $100,000 | $ |

**Remarks:** Additional Insured: **Boucher & James, Inc, Lower Makefield Township, and Municipal Ssolicitor**

It is understood and agreed that in the event of any material change in, cancellation of, or expiration of the above policy or policies the undersigned Insurance Company agrees to given a written notice to the Owner, at the above address thirty (30) days in advance of such change or cancellation. above policy or policies with Limits of Liability of at least the required amounts. This certificate is executed and issued to the Owner on the day and date herein below written certifying that the Insured has been issued the

\*\*\* PLEASE PUT "X'S" IN AFFORDED COLUMN OR CERTIFICATE WILL BE RETURNED \*\*\*

Name of Agency Signature of Authorized Representative of Insurance

Company

Street Address Address

Date

City, State & Zip Code Agency Telephone No.

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TO: INSURANCE PRODUCER

Your client, as a supplier to the Owner is required to provide a certificate of insurance for the coverage and amounts indicated on the reverse side of this insurance certificate. It is important to your client that you respond quickly since continued business relationships depend upon valid insurance. Additionally, the minimum amount and type of coverage shown on our certificate is not negotiable and is not intended to imply that is all the insurance necessary to protect him/her from all losses or liability. It is the Owner's policy to require all suppliers who make deliveries or perform assembly, repair operations or a service in, on or upon our property/premises or property/premises under our care, custody and control to maintain the insurance coverage described below; such insurance must be obtained prior to the start of any such work the Owner.

1. Comprehensive General Liability (CGL)

This coverage must include: Premises-Operations, Products/Completed Operations Hazard, Contractual Insurance (Blanket Coverage), Broad Form Property Damage, Independent Contractors, and Personal Injury and all others shown on "X" in the required column.

Minimum Coverage

Bodily Injury and Property Damage combined - as shown in the amount required column AMOUNTS OF LESS THAN $500,000 WILL NOT BE ACCEPTABLE.

Contractual Insurance (Blanket Coverage)

Contractual Indemnification - Save Harmless Agreement which is incorporated into all Vouchers, General Purchase Agreements and Contracts.)

INDEMNIFICATION

Supplier shall defend, indemnify and save harmless, the Owner from and against all losses, costs, damages, expense claims or demands arising out of or caused or alleged to have been caused in any manner by a defect in any equipment or materials supplied hereunder or by doing the work herein provided, including all suits or actions of every kind of description brought against Owner, either individually or jointly with Supplier for or on account of any damage or injury to any person or persons or property, caused or occasioned or alleged to have been caused by or on account of the performance of any work pursuant to or in connection with this contract or through any negligence or alleged negligence in guarding the work or through any act, omission or fault or alleged act, omission or fault of the Supplier, its employees or agents, or others under Supplier's control.

1. Automobile Liability - Comprehensive Form (or as shown on reverse side) Minimum Coverage Bodily Injury and Property Damage combined - as shown in the amount required column.
2. Worker's Compensation - As required by Pennsylvania State Statute and Employer's Liability (minimum $100,000)
3. Excess Liability - Commercial Umbrella Form - $1,000,000.
4. Other Coverage(s) As shown on reverse side.

**Important - Producer:**

PLEASE CHECK THE AFFORDED BLOCK FOR EACH COVERAGE PROVIDED.

THE CERTIFICATE MUST BE SIGNED BY THE AGENT OF THE INSURER OR CERTIFICATE WILL BE RETURNED.

IT IS NECESSARY TO SUBMIT YOUR CLIENTS COVERAGE THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF THE EXITING COVERAGE ON OUR CERTIFICATE ONLY; ALL OTHERS WILL BE RETURNED TO THE SUPPLIER AND SERVE TO DELAY FUTURE BUSINESS DEALINGS BETWEEN THE OWNER AND YOUR CLIENT.

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