

**BOROUGH OF NARBERTH  
MONTGOMERY COUNTY  
PENNSYLVANIA**

**Narberth Community Building  
Terrace Addition**

**CONTRACT NO. 2015-01**

William Martin  
Borough Manager

Issued  
September 2015

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**A. Invitation for Bids (Advertisement)**

1. The Borough of Narberth will receive sealed Bids for the following Project as delineated in the plans and specifications until 11 AM (prevailing time), Tuesday, October 27, 2015, at which time and place, all bids will be publicly opened and read aloud.

Project Title: Narberth Community Building Terrace Addition  
Contract No.: 2015-01

Scope of Work: The Project is for the erection of a new exterior terrace of approximately 2,000 square feet adjacent to the west elevation of the Narberth Community Building located at 80 Windsor Avenue, Narberth, Pennsylvania 19072. The work includes, but is not limited to: selective demolition; site clearance and preparation; earthwork; reinforced masonry block with stone veneer retaining wall; masonry terrace and associated steps, seating, and railings; terrace lighting and power; and stormwater management system.

2. One original copy of the Bid shall be submitted in a sealed envelope, clearly marked with the above Project Title and Contract Number, and be addressed and delivered to the location below. Bidder will be responsible for the delivery of their Proposal. The Borough will not be responsible for Proposals that are mismarked, delivered to the wrong place, and/or delayed in delivery or in the mail.

Borough of Narberth  
Office of Borough Manager  
100 Conway Avenue  
Narberth, Pennsylvania 19072

3. A Pre-Bid Conference will be held at Narberth Community Building located at 80 Windsor Avenue, Narberth, Pennsylvania 19072 on Tuesday, October 6, 2015 at 10 AM for all interested Bidders.
4. Not less than the minimum salaries and wages as set forth in the Contract Documents must be paid on this project. The contractor must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, disability, sex, or national origin.
5. Drawings and specifications were developed by Brawer & Hauptman Architects. Questions regarding the project scope shall be e-mailed to the attention of Ruth Stadnik, RA at [rstadnik@brawerhauptman.com](mailto:rstadnik@brawerhauptman.com). The last day for receipt of written questions is end of business day of Thursday, October 15, 2015.
6. Bidders may obtain an electronic copy of the Bid Documents for this project at a cost of \$25 paid by cash or check to Borough of Narberth at 100 Conway Avenue, Narberth, Pennsylvania 19072. Upon confirmation of payment, Brawer & Hauptman Architects will provide an electronic package of the Bid Documents. No paper copies will be issued.
7. All proposals must be accompanied by a bid security in the form of a certified check or bid bond payable to the Borough of Narberth in an amount of not less than ten percent (10%) of the bid. Only

bonds from companies licensed to do business in the State where the Owner is located will be accepted and the bond shall so state the same.

8. The successful Bidder will be required to furnish a *Performance and Payment Bond* and *Labor and Materialmen's Bond* in the amount of 100%; and a *Maintenance Bond* in the amount of 25% for the Contract price up to \$200,000 plus 10% above \$200,000.
9. Bids must be submitted unconditionally. No bidder may withdraw bid within 60 calendar days after the scheduled closing time for receipt of bids. The successful bidder will be required to furnish performance, labor and material and maintenance bonds as well as a certificate of insurance.
10. Award of Contract, if awarded, will be to the lowest responsible Bidder.
11. The Borough reserves the right to reject any or all bids or parts thereof or to waive any informality or irregularity as deemed to the best interest of the Borough.

William Martin  
Borough Manager

**B. General Conditions**

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### **Section 1. Definitions**

The following meanings shall be given to the following terms:

1. Addendum; Addenda: Changes, revisions, and/or clarifications of the Contract Documents issued by the Borough to prospective Bidders prior to the time of receiving Bids.
2. Approved: Used herein shall be held to mean as approved by the Engineer / Architect.
3. Borough; Owner; Client: Borough of Narberth, located in Montgomery County of Pennsylvania, who is authorized to undertake this Contract.
4. Contract; Contract Documents: Agreement executed by the Borough and the Contractor, which includes, but is not limited to, Invitation to Bid, the Signed Bid, Bonds, General Conditions, Special Conditions, Specifications, Drawings, and Addenda. In the event of conflicting provisions, the more stringent shall take precedence, unless otherwise stated and approved by the Borough.
5. Contractor: Person, firm, or corporation entering into the Contract with the Borough to construct and install the improvements specified in this Contract. One who contracts, or is party to a contract.
6. Default: Refusal or failure to perform the Contract specified work, or any separable part of, within the specified contract period. Failure to make progress, so as to endanger performance of the Contract.
7. Engineer; Architect: Person, firm, or corporation who represents the Owner on the Contract contained herein. The Engineer / Architect in charge serves the Borough with architectural and/or engineering services, his successor, or any other person or persons, employed by said Borough, for the purpose of directing or having in charge the work under this Contract. The Engineer / Architect has general charge of the work, or portion thereof, limited by the particular duties entrusted to him.
8. Inspector: An authorized representative of the Engineer / Architect and/or Owner, assigned to inspect and/or observe the work performed and the materials supplied by the Contractor for compliance with the Contract Documents.
9. Penal Sum: An amount specified in a bond designated as a penalty to be paid by the Surety if the Contractor fails to meet or fulfill the Contract, or part of.
10. Project Area; Limit of Work: The site and/or building areas, and its limits, as defined by the Contract.
11. Specifications: Part of the Contract Documents, which describes, outlines, and stipulates the quality of the materials to be furnished; the quality of workmanship required; and the methods to be used in carrying out the construction work to be performed under this Contract.
12. Subcontractor: Person, firm, or corporation entering into a direct contract with the Contractor to furnish services, labor, and/or materials to assist in completing the Contract.

13. **Substantial Completion:** Construction that is sufficiently completed (at least 90%) in accordance to the Contract and can be used, occupied, and/or operated for its intended purpose.
14. **Surety Bond:** A promise to pay the Borough (the obligee) a certain amount, if the Contractor fails to meet or fulfill the Contract, or part of.

## **Section 2. Surety Bonds**

1. Individual sureties, partnerships, or corporations not in the surety business will not be acceptable. All bonds must be executed by a corporate surety satisfactory to the Borough.
2. The penal sum shall not be less than that required amounts as specified by the Contract.
3. The date of the bond must NOT be prior to the date of the Contract.
4. The name of the Principal shall be shown exactly as it appears in the Contract.
  - a. If the Principals are partners, or joint ventures, each member shall execute the bond as an individual, with his place of residence shown.
  - b. If the Principal is a corporation, the bond shall be executed under its corporate seal. If the corporation has no corporate seal, the fact shall be stated, in which case, a scroll or adhesive seal shall be affixed following the corporate name.
5. The current Power-of-Attorney of the person signing for the surety company, and the Corporate Surety's latest statement of assets and liabilities must be attached to the bond.
6. The official character and authority of the person(s) executing the bond for the Principal, if a corporation, shall be certified by the secretary or assistant secretary thereof under the corporate seal, OR may attach copies of sufficient corporation records as evidence of the character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.
7. The following information must be placed on the bond by the surety company:
  - a. The rate of premium in dollars per thousand; and
  - b. The total dollar amount premium charged.
8. The signature of a witness shall appear in the appropriate place, attesting to the signature of each part to the bond.
9. Type or print the name underneath EACH SIGNATURE appearing on the bond.
10. An executed copy of the bond must be attached to each copy of the Contract (original counterpart) intended for signing.

## **Section 3. Insurance**

1. The Contractor shall carry, or require that there be carried, Workmen's Compensation Insurance for all his employees and those of his subcontractors in accordance with State or Territorial Workmen's Compensation Laws.
2. The Contractor shall carry Manufacturers' and Contractors' Public Liability Insurance, XCU Insurance, Comprehensive Automobile Liability Insurance with limits of \$300,000 for one person,

\$500,000 for each occurrence, and \$100,000 for property damage, SCU Insurance Certificate must be attached, to protect the Contractor, his Subcontractors, and the Borough against claims for injury to or death of one, or more than one person, which may occur or result with respect to any matter connected with this Contract, or of the work or services thereunder. The Manufacturers' and Contractors' Public Liability Insurance shall be for the benefit of the Contractor and Borough as their interest may appear and each shall be named in the policy or policies as an assured. Each Contractor shall require his Subcontractors to carry such insurance.

3. The Contractor shall carry Contract Property Damage Insurance in the penal sum \$100,000 / \$500,000 to protect the Contractor, his Subcontractors, and the Borough against all claims for property damage of any kind or nature whatsoever, which may occur or result with respect to any matter connected with this Contract or the work or services thereunder. The Contract Property Insurance shall be for the benefit of the Contractor and the Borough as their interest may appear, and each shall be named in the policy or policies as an assured. Each Contractor shall require his Subcontractors to carry such insurance.
4. Before commencing work, the Contractor shall submit copies of his Workmen's Compensation, Manufacturers' and Contractors' Public Liability Insurance, XCU Insurance, Comprehensive Automobile Liability Insurance and Contract Property Damage Insurance policies to the Borough for review and approval. He shall similarly submit his Subcontractors' policies for similar insurance before each commences work. The policies submitted shall be scheduled on approved form to be supplied by the Borough. The Borough will in writing, identify the policies and indicate its approval or disapproval. New policies from other companies shall be provided in place of those disapproved. Such insurance shall be carried with financially responsible insurance companies, licensed in the State and approved by the Borough. Contracts of insurance (covering all operations under this Contract) which expire before the Contractor's work is accepted by the Borough shall be renewed and submitted to the Borough for its approval.
5. The Contractor shall carry during the life of the Contract, Contractual Liability Insurance to protect and hold harmless the Borough in accordance with the Contract.
6. Completed Operations Insurance shall also be carried in the same limits as required under paragraphs 2 and 3 above.
7. Paragraphs 2 and 3 are herewith modified to permit the submission of any Owners' Protective Liability Policy (providing the same coverage with the same limits) naming the Borough of Narberth in lieu of naming the Borough as an additional interest in the policies required under paragraphs b or c above.
8. Paragraphs 2 and 3 above are further modified to require that the coverage as specified therein be in a single primary contract of insurance. No excess insurance shall be considered unless it is in excess of the limits stated therein.
9. Paragraphs 2 and 3 above are further modified to require that the prime Contractors' insurance coverage include coverage for all hired trucks.



**Section 4. Responsibilities and Superintendence of Contractor**

1. Except as otherwise stated in the Contractor Documents, the Contractor shall provide and pay for all permits, licenses, materials, labor, survey, layout, tools, equipment, water, light, heat, power, transportation, superintendence, temporary construction of every nature, charges, levies, fee or other expenses and all other services and facilities of every nature whatsoever necessary to satisfy the Contract.
2. The Contractor shall be responsible for the proper fitting of all work and for the coordination of the operations of all trades, subcontractors, or materialmen engaged upon this Contract. He shall be prepared to guarantee to each of his subcontractors, the locations and measurements, which they may require for the fitting of their work to all surrounding work.
3. Except where the Contractor is an individual and gives his personal superintendence to the work, the Contractor shall provide a competent superintendent, satisfactory to the Borough and the Engineer / Architect, on the work at all times during working hours with full authority to act for him. The Contractor shall also provide an adequate staff for the proper coordination and expediting of his work.
4. The Contractor shall lay out his own work and he shall be responsible for all work executed by him under the Contract. He shall verify all figures and elevations before proceeding with the work and will be held responsible for any error resulting from his failure to do so.
5. "Means and methods" are the sole responsibility of the contractor. If needed, the Contractor shall include in his bid any temporary removal / disconnect of existing features / utilities, and the reinstallation / restoration / replacement of the same in an at least equal condition prior to the start of work.

**Section 5. Subcontracts**

1. No part of the contract shall be sublet without the prior written approval of the Owner and setting forth requirements to be met.
2. The Contractor shall not execute an agreement with any subcontractor or permit any subcontractor to perform any work included in this contract until he has submitted a non-collusion affidavit from the subcontractor and has received written approval from the Borough and Montgomery County regarding such subcontractor.
3. No proposed subcontractor shall be disapproved by the owner, except for cause.
4. The Contractor shall be fully responsible to the Borough for the acts and/or omissions of his subcontractors, and of persons either directly or indirectly employed by them.
5. The Contractor shall include appropriate provisions in his subcontract agreements, such that his subcontractors are compliant with this Contract, including, but not limited to, wage rates, specifications, etc.
6. Nothing contained in the Contract shall create any contractual relation between any subcontractor and the Borough.

**Section 6. Other Contracts**

1. The Borough may award, or may have awarded, other contracts for additional work. The Contractor shall cooperate fully with such other Contractors, by scheduling his own work with that to be performed under other Contracts as directed by the Borough. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor.

**Section 7. Mutual Responsibility of Contractors**

1. If, through acts or neglect on the part of the Contractor, any other Contractors, or any subcontractor, shall suffer loss or damage on the work, the Contractor shall settle with such other Contractor or subcontractor by agreement or arbitration, if such other Contractor or subcontractor will so settle. If such other Contractor, or subcontractor shall assert any claim against the Owner on account of any damage alleged to have been so sustained, the Owner will notify this Contractor, who shall defend at his own expense any suit based upon such claim and, if any judgment or claims against the Owner shall be allowed, the Contractor shall pay or satisfy such judgment or claim and pay all costs and expenses in connection therewith.

**Section 8. Unit Prices and Lump Sum Bid**

1. The Contractor will be paid the lump sum price bid for the completion of the project as described in the contract documents (drawings, specifications, standards). If applicable, unit price is an amount proposed by bidders, stated on the Bid Form, as a price per unit of measurement for materials or services to be performed under the base contract for the Lump Sum Price Bid. Unit prices are used for partial payment for work performed and for change orders for additions to and / or deductions from the scope of work as defined by the Contract Documents. Unit prices include all necessary material, plus cost for delivery, installation, insurance, applicable taxes, overhead, and profit.
  - a. If the actual quantity of any item is more or less than what is stated in the bid, and is within the base contract scope of work, the Contractor shall not be entitled to compensation over or above nor less than the lump sum price bid for the project. If the base contract scope of work is decreased, the Contractor shall have no claim for damages on the basis of loss of anticipated profits.
  - b. If applicable, the Engineer / Architect shall be notified at least one (1) day in advance of anticipated work done under the Contingency Items and the additional work shall be performed only at the direction of the Engineer. Final payment for Contingency Items shall be based on the quantities of those items that are actually installed as determined by the Engineer.
  - c. The Contractor shall make adjustments to his Unit Price and/or Lump Sum prices bid to compensate for any work and/or materials that he believes is necessary beyond the minimum limits and quantities noted on the contract drawings and Proposal. All quantities of additional work and material will be determined by the Engineer / Architect in accordance with working lines specified in the contract documents.

**Section 9. Changes in the Work**

1. The Borough may make changes to the scope of the work required to be performed by the Contractor under the Contract by making additions thereto, or by omitting work there from, without invalidating the Contract, and without relieving or releasing the Contractor from any of his obligation under the Contract or any guarantee given by him pursuant to the Contract provisions, and without affecting the validity of the guaranty bonds, and without relieving or releasing the surety or sureties of said bonds.

All such work shall be executed under the terms of the original Contract unless it is expressly provided otherwise in writing by the Borough.

2. Except for the purpose of affording protection against any emergency, endangering health, life, limb or property, the Contractor shall make no change in the materials used or in the specified manner of constructing and/or installing the Improvements or supply additional labor, services or materials beyond that actually required for the execution of the Contract unless in pursuance of a written order from the Borough authorizing the Contractor to proceed with change. No claim for an adjustment of the Contract Price will be valid unless so ordered.
3. Except for the purpose of affording protection against endangering life or property, the Contractor shall make no changes in the materials used or in the specified manner of constructing and/or installing the improvements or supply additional labor, services, or materials beyond that actually required for the execution of the Contract, unless in pursuance of a written order from the Owner authorizing the Contractor to proceed with the change. No claim for an adjustment of the Contract price will be valid unless so ordered.
4. Where applicable, when unit prices are contained in the Bid, the Owner may order the Contractor to proceed with desired changes in the work. The value of such changes is to be determined by the measured quantities involved and the applicable unit prices specified in the Contract. The Owner shall, before ordering the Contractor to proceed with desired changes, request an itemized bid from him covering the work involved in the change, following which the procedure shall be as follows:
  - a. If the bid is acceptable, the Owner will prepare the change order in accordance therewith for acceptance by the Contractor and;
  - b. If the bid is not acceptable, and prompt agreement between the two parties cannot be reached, the Owner may order the Contractor to proceed with the work on a COST OF WORK basis.
5. Payment under COST OF WORK will be for the actual and necessary direct cost of the work in accordance with the orders of the Engineer, and in addition thereto the percentage of such cost hereafter stated. "Actual and necessary direct cost" shall be deemed to include the following:
  - a. The actual expenditure for labor for the time actually engaged in the work, including the distributed cost of foreman in direct charge of such labor and insurance, taxes and other payments applicable to such labor.
  - b. The actual expenditure for materials used up or incorporated in the work.
  - c. A reasonable hourly, weekly or monthly rental as applicable, as determined by the Engineers, for use of motor trucks and special equipment such as power operated shovels, cranes, drills, paving breakers, etc. (but not including small hand tools), at a rate not to exceed the current local rate charged for the type of equipment used, for the time that such equipment is required on the work for the performance of COST OF WORK EXCLUSIVELY. The rental price shall be for the equipment provided on the work and shall include transportation to and from the work, fuel, power, lubricants, operating tools, repairs, depreciation, replacements, and the sharpening of drills and other tools required to keep them in the best working condition.

- d. To the actual and necessary direct cost of the work done under COST OF WORK as noted above, fifteen (15) percent will be added to the expenditure for labor as set forth in sub paragraph (1) above and then (10) percent will be added to the expenditure for materials. No additions will be allowed to the rental of trucks, and special equipment. These percentages, and the rental price for equipment furnished, shall be deemed to cover the cost of heat, light, use and upkeep of small hand tools, administration, engineering, superintendence, all loss, damage, risk, and expenses incidental to the work and profit. The Contractor shall have no claim in excess of the above, such payments being in full compensation for the performance of such work and the furnishing of such materials and for all expense in connection therewith and incidental thereto.
  - e. Should the Contractor sublet any portion of the work to be executed under COST OF WORK payment for that portion will be computed as the actual and necessary direct cost as defined above, exclusive of any profit to the subcontractor, plus the percentages allowed, plus five (5) percent of the total paid to the sub-contractor.
  - f. The Contractor shall submit daily a statement in duplicate of work done on a COST OF WORK basis within twenty four hours of the time the work is done, and representatives of the Engineer and the Contractor shall make daily comparison of the time and rates of labor, material used, etc., as given therein. After correction, if necessary, this comparison shall be signed by each and filed with the Engineer and the Contractor. The Contractor shall submit to the Engineer monthly, prior to each current estimate, four copies of an itemized statement of the amount and value of labor and materials furnished, accompanied by the original receipted bills for commodities purchased or for work performed under a subcontract, and by an affidavit certifying the correctness of the said statement. The Engineer shall have access to any books, vouchers, records, and memoranda showing the labor employed and the materials actually used on the specific operation and the actual net cost thereof.
6. Each change order shall include in its final form:
- a. A detailed description of the change in the work.
  - b. The Contractor's proposal (if any) or a conformed copy thereof.
  - c. A definite statement as to the resulting change in the contract price and/or time.
  - d. The statement that all work involved in the change shall be performed in accordance with contract requirements as modified by the change order.

#### **Section 10. Claims for Extra Cost**

1. If the Contractor claims that any instructions by Drawings or otherwise involve extra cost or extension of time, he shall, within ten days after the receipt of such instructions, and in any event before proceeding to execute the work, submit his protest thereto in writing to the Borough, stating clearly and in detail the basis of his objections. No such claim will be considered unless so made.
2. All claims for additional compensation related to price changes for petroleum (i.e. oil, gas, diesel) products and by-products will be denied and rejected, such as asphalt cement used in bituminous materials, transportation, and/or equipment operation, unless otherwise stated.
3. Claims for additional compensation for extra work due to alleged errors in ground elevations, contour lines, or bench marks, will not be recognized unless accompanied by certified survey data, made prior to the time the original ground was disturbed, clearly showing that errors exist which resulted or

would result, in handling more material, or performing more work, than would be reasonably estimated from the Drawings and maps issued.

4. Any discrepancies which may be discovered between actual conditions and those represented by the Drawings and maps shall at once be reported to the Borough and work shall not proceed except at the Contractor's risk, until written instructions have been received by him from the Borough.
5. If, on the basis of the available evidence, the Borough determines that an adjustment of the Contract Price and/or Time is justifiable, the procedure shall then be as specified in the Contract.

#### **Section 11. Deductions for Uncorrected Work**

1. If the Borough deems it not expedient to require the Contractor to correct work not done in accordance with the Contract Documents, an equitable deduction from the Contract Price will be made by agreement between the Contractor and the Borough and subject to settlement, in case of dispute, as herein provided.

#### **Section 12. Payment**

1. **Partial Payments:** The Contractor shall prepare and submit his Application and Certificate for Payment, using AIA Forms G702 and G703 or approved equal, to the Borough or its designated representative for approval. The amount of the payment due to the Contractor shall be determined by the total value of work completed to date, deducting ten percent (10%) of the total amount to be retained until final payment and the amount of all previous payments. The total value of work completed to date shall be based on the estimated quantities of work completed and the lump sum firm prices contained in the Bid.
2. Upon completion of all work and prior to Final Payment, Contractor must complete and submit the Contractor's Release and Consent of Surety to the Borough.
3. **Final Payment:** After final inspection and acceptance by the Borough of all work under this Contract, the Contractor shall prepare his requisition for final payment and submit it to the Borough or its designated representative for approval. The total amount of the final payment due shall be the lump sum stipulated in the Agreement or this sum adjusted by approved change orders, less all previous payments to the Contractor.
4. The Borough, before paying the final payment, may require the Contractor to furnish releases or receipts from all Subcontractors having performed any work and all persons having supplied materials, equipment (installed on the Project) and services to the Contractor, if the Borough deems the same necessary in order to protect its interest. The Borough, however, may, if it deems such action advisable, make payment in part or in full to the Contractor without requiring the furnishing of such releases or receipts and any payments so made shall in no wise impair the obligations of any surety or sureties furnished under this Contract.
5. **Withholding Payments:** The Borough may withhold from any payment otherwise due the Contractor as much as may be necessary to protect the Borough and if it so elects, may also withhold any amounts due from the Contractor to any Subcontractors or material dealers for work performed or material furnished by them. The foregoing provisions shall be construed solely for the benefit of the Borough and will not require the Borough to determine or adjust any claims or disputes between the Contractor and his Subcontractors or material dealers, or to withhold any moneys for their protection unless the Borough elects to do so. The failure or refusal of the Borough to withhold any moneys from

the Contractor shall in no way impair the obligations of any surety or sureties under any bond or bonds furnished under this Contract.

6. Payments Subject to Submission of Certificates: Payment application may require submission of written material and/or equipment certification(s) by the Contractor, if applicable, prior to approval of payment.

### **Section 13. Assignment or Novation**

1. The Contractor shall not assign or transfer, whether by an assignment or novation any of its rights, duties, benefits, obligations, liabilities or responsibilities under this Contract without the written consent of the Borough provided, however, that assignments in banks, trust companies, or other financial institutions may be made without the consent of the Borough. No assignment or novation of this Contract shall be valid unless the assignment or novation expressly provides that the assignment of any of the Contractor's rights or benefits under the Contract are subject to a prior lien for labor performed, services rendered and materials, tools and equipment supplied for the performance of the work under this Contract in favor of all persons, firms or corporations rendering such labor or services or supplying such materials, tools or equipment.

### **Section 14. Indemnification**

1. The Contractor will indemnify and hold harmless the Owner and the Engineer and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (a) is attributed to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom and (b) is caused in whole or in part by any act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.
2. The Contractor agrees to indemnify, hold harmless and defend the Borough from and against any and all liability for loss, damage or expense which the Borough may suffer or for which the Borough may be held liable by reason of injury (including death) to any person or damage to any property arising out of or in any manner connected with the operations to be performed under this Contract and also any injury, including death, to any person or damage to any property that may occur after the work is completed provided that the claim arises out of work that was performed by the Contractor whether or not due in whole or in part to any act, omission, or negligence of the Borough or any of its representatives or employees. Anything herein to the contrary notwithstanding, it is nevertheless expressly agreed by the Borough that nothing herein shall be construed to preclude the Contractor from maintaining an action at law for money which may be due him under the Contract.
3. In any and all claims against the Owner or the Engineer or any of their agents or employees by any employee of the Contractor, and Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose agents any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation of benefits payable by or for the Contractor or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.
4. The obligations of the Contractor shall not extend to the liability of the Engineer, his agents or employees arising out of (a) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications or (b) the giving of or the failure to give directions or

instructions by the Engineer, his agents or employees provided such giving or failure to give is the primary cause of injury or damage.

### **Section 15. Disputes**

1. All disputes that arise under this Contract or its interpretation, whether involving law or fact or both, or extra work and all claims for alleged breach of contract within (10) days of commencement of the dispute be presented by the Contractor to the Owner for decision. All papers pertaining to claims shall be filed in quadruplicate. Such notice need not detail the amount of the claim but shall state the facts surrounding the claims in sufficient detail to identify the claim, together with its character and scope. In the meantime, the Contractor shall proceed with the work as directed. Any claim not presented within the time limit specified within this paragraph shall be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within ten (10) days of its commencement, the claim will be considered only for a period commencing ten (10) days prior to the receipt by the Owner of notice thereof.
2. The Contractor shall submit in detail his claim and his proof thereof. Each decision by the governing body of the Owner will be in writing and will be mailed to the Contractor by registered mail, return receipt requested.
3. If the Contractor does not agree with any decision of the Owner, he shall in no case allow the dispute to delay the work but shall notify the Owner promptly that he is proceeding with the work under protest and he may then except the matter in question from the final release.

### **Section 16. Damages**

1. Should either party to the Contract suffer damages because of any wrongful act or neglect of the other party or of anyone employed by him, claim shall made in writing to the party liable within a reasonable time of the first observance of such damage and not later than the final payment, except as expressly stipulated otherwise in the Contract Documents, and shall be adjusted by agreement or arbitration.

### **Section 17. Arbitration**

1. All claims, disputes, and other matters in question arising out of, or relating to, this Contract or the breach thereof shall be decided by mutual agreement to arbitration in accordance with the Construction Arbitration Rules of the American Arbitration Association then obtaining. This agreement so to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any court having jurisdiction thereof except in disputes between the Contractor and the Owner over the payment of retainage and final payment on contracts in excess of \$50,000, either party shall have the right of appeal from any decision and award as provided by law.
2. Notice of the request for arbitration shall be filed in writing with the other party to the Agreement and with the American Arbitration Association, and a copy shall be filed with the ENGINEER. The request for arbitration shall be made within a reasonable time after the claim, dispute or other matters in question has arisen, and in no event shall it be made after institution of legal or equitable proceedings based on such claims, dispute or other matter in question would be barred by the applicable statute of limitations.
3. The CONTRACTOR will carry on the Work and maintain the progress schedule during any arbitration proceedings, unless otherwise agreed by him and the OWNER in writing.

**Section 18. Termination, Delays, and Liquidated Damages**

1. Termination for Cause: If the Contractor refuses or fails to prosecute the work with such diligence as will insure its completion within the time specified in these Contract Documents, or as modified as provided in the Contract Documents, and fails to take such steps to remedy such default within ten (10) days after written notice thereof from the Borough or as the Borough shall direct; or if the Contractor commits a substantial default under any of the terms, provisions, conditions or covenants contained in this contract and fails to take such steps to remedy such default within ten (10) days after written notice thereof from the Borough or as the Borough shall direct, the Borough, by giving the Contractor five (5) days prior written notice, may terminate the Contractor's right to proceed with the work. Upon such termination, the Borough may take over the work and prosecute the same to completion, by contract or otherwise, and the Contractor and his sureties shall be liable to the Borough for any additional cost incurred by the Borough in its completion of the work and they shall also be liable to the Borough for liquidated damages for any delay in the completion of the work as provided below. If the Contractor's right to proceed is so terminated, the Borough may take possession of and utilize in completing the work such materials, tools, equipment, and plant as may be on the site of the work and necessary therefore.
  
2. Termination for Convenience: The performance of the work may be terminated at any time in whole or from time to time in part by the Borough for its convenience. Any such termination shall be affected by delivery to the Contractor of a written notice ("Notice of Termination") specifying the extent to which performance of the work is terminated and the date upon which termination becomes effective. After a receipt of a Notice of Termination, and except as otherwise directed by the Borough, the Contractor shall, in good faith, and to the best of its ability, do all things necessary, in light of such notice and of such requests in implementation thereof as the Borough may make to assure the efficient, proper closeout of the terminated work (including the protection of the Borough's property). Among other things, the Contractor shall, except as otherwise directed or approved by the Borough:
  - a. stop the work on the date and to the extent specified in the Notice of Termination;
  - b. place no further orders or subcontracts for services, equipment or materials except as may be necessary for completion of such portion of the work as is not terminated;
  - c. terminate all orders and subcontracts to the extent they relate to the performance of work terminated by the Notice of Termination;
  - d. assign to the Borough, in the manner and to the extent directed by it, all of the right, title and interest of the Contractor under the orders of subcontracts so terminated, in which case the Borough shall have the right to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
  - e. with the approval of the Borough, settle all outstanding liabilities and all claims arising out of such termination or orders and subcontracts; and
  - f. deliver to the Borough, when and as directed by the Borough, all documents and all property which, if the work had been completed, the Contractor would be required to account for or deliver to the Borough, and transfer title to such property to the Borough to the extent not already transferred.
  
3. In the event of such termination, there shall be a reduction of the amount of this Contract to reflect the reduction in the work. No cost incurred after the effective date of the Notice of Termination shall be treated as a reimbursable cost unless it relates to carrying out the unterminated portion of the work or taking closeout measures.



4. Excusable Delays: The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due:
- a. To any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, National Defense, or any other National emergency;
  - b. To any acts of the Borough.
  - c. To causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, acts of another Contractor in the performance of some other contract with the Borough, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions; and
  - d. To any delay of any subcontractor occasioned by and of the causes specified herein.

**Section 19. Borough's Right To Do Work**

1. If the Contractor should neglect to prosecute the work properly or fail to perform any provision of the Contract, the Owner, after three days' written notice to the Contractor may, without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor, provided, however, that the Engineers shall approve both such action and the amount charged to the Contractor.

**Section 20. Possession Prior to Completion**

1. The Owner shall have the right to take possession or use any completed or partially completed part of the work, but such possession or use shall not be deemed an acceptance of any work not completed in accordance with the Contractor.

**Section 21. Codes, Permits, and Licenses**

1. The Contractor shall give all notices required by and comply with all applicable laws, ordinances and codes of the Local Government. All construction work and/or utility installations shall comply with all applicable ordinances, and codes including all written waivers. Before installing any work, the Contractor shall examine the Drawings and Specifications for compliance with applicable ordinances and codes and shall immediately report any discrepancy to the Borough. Where the requirements of the Drawings and Specifications fail to comply with such applicable ordinances or codes, the Borough will adjust the Contract by Change Order to conform to such ordinances or codes (unless waivers in writing covering the difference have been granted by the governing body or department) and make appropriate adjustment in the Contract Price or stipulated unit prices.
2. Should the Contractor fail to observe the foregoing provisions and proceed with the construction and or install any utility at variance with any applicable ordinance or code, including any written waivers (notwithstanding the fact that such installation is in compliance with the Drawings and Specifications), the Contractor shall remove such work without cost to the Borough, but a Change Order will be issued to cover only the excess cost the Contractor would have been entitled to receive if the change had been made before the Contractor commenced work on the items involved.
3. The Contractor shall at his own expense, secure and pay to the appropriate department of the Local Government the fees or charges for all permits for street pavement, sidewalks, sheds, removal of abandoned water taps, sealing of house connection drains, pavements cuts, building, electrical, plumbing, water, gas and sewer permits required by the local regulatory body or any of its agencies.

Forms and Permits may be obtained at the Borough Offices, or their website: <http://www.narberthborough.com/Downloadableforms.htm>.

4. The Contractor shall comply with applicable local laws and ordinances governing the disposal of surplus excavation, materials, debris and rubbish on or off the Project Area and commit trespass on any public or private property in any operation due to or connected with the Improvement Work embraced in this Contract.
5. Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein; and, if through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon the application of either party the Contract shall forthwith be physically amended to make such insertion.

### **Section 22. Drawing and Specifications**

1. Anything mentioned in the Specifications and not shown on the drawings or shown on the Drawings and not mentioned in the Specifications shall be of like effect as if shown on or mentioned in both. In case of difference between Drawings and Specifications, the Specifications shall govern. In case of any discrepancy in Drawings, or Specifications, the matter shall be immediately submitted to the Engineer / Architect without whose decisions said discrepancy shall not be adjusted by the Contractor, save only at his own risk and expense.

### **Section 23. Requests for Supplementary Information**

1. It shall be the responsibility of the Contractor to make timely request of the Borough for any additional information not already in his possession which should be furnished by the Borough under the terms of this Contract, and which he will require in the planning and execution of the work. Such requests may be submitted from time to time as the need is approached, but each shall be filed in ample time to permit appropriate action to be taken by all parties involved to avoid delay. Each request shall be in writing, and list the various items and the latest date by which each will be required by the Contractor. The first list shall be submitted within two weeks after Contract award and shall be as complete as possible at that time. The Contractor shall, if requested, furnish promptly any assistance and information the Engineer / Architect may require in responding to these requests of the Contractor. The Contractor shall be fully responsible for any delay in his work or to others arising from his failure to comply fully with the provisions of this Section.

### **Section 24. Materials and Workmanship**

1. Unless otherwise specifically provided for in the Specifications, all workmanship, equipment, materials and articles incorporated in the work shall be new and the best grade of the respective kinds for the purpose. Where equipment, materials, articles or workmanship are referred to in the Specifications as "equal to" any particular standard, the Engineer / Architect shall decide the question of equality.
2. The Contractor shall furnish to the Borough for approval the manufacturer's detailed specifications for all machinery, mechanical and other special equipment, which he contemplates installing, together with full information as to type, performance characteristics, and all other pertinent information as required and shall likewise submit for approval as required full information concerning all other materials or articles which he proposes to incorporate in the work.

3. Machinery, mechanical and other equipment, materials or articles installed or used without such prior approval shall be at the risk of subsequent rejection.
4. Materials specified by reference to the number or symbol of a specific standard, such as a ASTM Standard, a Federal Specification or other similar standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the Invitation for Bids, standards referred to, except as modified in the Specifications shall have full force and effect as though printed therein.
5. The Borough may require the Contractor to dismiss from the work such employees as the Borough or the Engineer / Architect may deem incompetent, or careless or insubordinate.

**Section 25. Submittals / Shop Drawings**

1. The Contractor shall check and verify all field measurements and shall submit with such promptness as to cause no delay in his own work or in that of any other Contractor, three copies, checked and approved by him, of all submittals, shop or setting drawings and schedules required for the work of the various trades. The Engineers shall review, with reasonable promptness, such schedules and drawings only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. The Contractor shall make any corrections required by the Engineers, file with him two copies and furnish such other copies as may be needed. The Engineers' review of such drawings or schedules shall not relieve the Contractor from responsibility for deviations from Drawings or Specifications, unless he has in writing called the Engineers' attention to such deviations at the time of submission, and secured his written approval, nor shall it relieve him from responsibility for errors in shop drawings or schedules.

**Section 26. Samples, Certificates, and Tests**

1. The Contractor shall submit all material or equipment samples, certificates, affidavits, etc., as called for in the Contract Documents or required by the Engineer; promptly after award of the Contract and acceptance of the Contractor's bond. No such material or equipment shall be manufactured or delivered to the site, except at the Contractor's own risk, until the required samples or certificates have been reviewed by the Engineer. Any delay in the work caused by late or improper submission of samples or certificates for review shall not be considered just cause for an extension of the contract time.
2. Each sample submitted by the Contractor shall carry a label giving the name of the Contractor, the project for which it is intended, and the name of the producer. The accompanying certificates or letter from the Contractor shall state that the sample complies with contract requirements, shall give the name and brand of the product, its place of origin, the name and address of the producer and all specifications or other detailed information which will assist the Engineer in passing upon the acceptability of the sample promptly. It shall also include the statement that all materials or equipment furnished for use in the project will comply with the samples and/or certified statements.
3. Review of any materials shall be general only and shall not constitute a waiver of the Owner's right to demand full compliance with Contract requirements. After actual deliveries, the Engineer will have such tests made as he deems necessary in each instance and may reject materials and equipment and accessories for cause, even though such materials and articles have been given general approval. If materials, equipment or accessories which fail to meet check tests have been incorporated in the work, the Engineer will have the right to cause their removal and replacement by proper materials or to demand and secure such reparation by the Contractor as is equitable. If materials, equipment or

accessories are rejected, the Contractor shall reimburse the Owner for Engineering costs incurred as a result of the rejected materials, equipment, or accessories.

### **Section 27. Changes in Equipment and/or Materials**

1. In these specifications and on accompanying drawings, there are specified and shown certain pieces of equipment and/or materials which are deemed most suitable for service anticipated. This is not done to eliminate other equipment and material equally as good and efficient. Contractor shall prepare his bid on particular material and equipment specified. Following award of contract, should Contractor desire to use some other make of machinery, equipment or material, he shall submit to Engineer / Architect, a written request for such change and in same shall state advantage to Owner and saving or additional cost involved by substitution. Determination as to whether or not such change will be permitted rests solely with the Engineer / Architect.
2. If the requested change resulted in added engineering / architectural costs, the Contractor and Owner will be notified of the magnitude of same, by the Engineer / Architect, and the change will only be processed upon agreement by the Contractor to pay for the added engineering / architectural costs. If the Contractor refuses to pay said added costs, he must supply the equipment and/or materials specified.

### **Section 28. Removal of Debris and Cleaning**

1. The Contractor shall, periodically or as directed during the progress of the work, remove and legally dispose of all surplus excavated material and debris, and keep the Project Area and public rights-of-way reasonably clear. Upon completion of the work, he shall remove all temporary construction facilities, debris, and unused materials provided for the work, and put the whole site of the work and public rights-of-way in a neat and clean condition. Trash burning on the site of the work will be subject to prior approval of the Borough and existing State and local regulations.
2. All rubbish and debris found on the Project Area at the start of the work as well as that resulting from the site preparation activities or deposited on the site by others during the duration of the Contract shall be removed and legally disposed of by the Contractor who shall keep the Project Area and public rights-of-way reasonably clear at all times. Upon completion of the work, the Contractor shall remove all temporary construction, equipment, salvaged materials, trash and debris of all kinds leaving the entire Project Area in a neat condition.
3. With the consent of the Borough, the Contractor may use suitable demolished materials for specified fill. Perishable materials must not become a part of any fill placed or left on the site. Any property, personal or otherwise, which may be left on the premises by a former tenant or owner, shall be considered as debris and removed by the Contractor as such. This shall apply to any material or item of any nature whatsoever and any decision by the Borough in this connection shall be final.

### **Section 29. Inspection and Observation During Construction**

1. All materials, equipment, and workmanship shall be subject to inspection, examination or test by the Borough and the Engineer / Architect at any and all times during manufacture or construction and at any and all places where such manufacture or constructions is carried on. The Borough shall have the right to reject defective material, equipment, and workmanship or require its correction. Unacceptable workmanship shall be satisfactorily corrected. Rejected material will be promptly segregated and removed from the Project Area and replaced with material of specified quality without charges therefore. If the Contractor fails to proceed at once with the correction of rejected workmanship or defective materials, the Borough may by Contract or otherwise have the defects remedied or rejected

materials removed from the Project Area and charge the cost of the same against any moneys which may be due the Contractor, without prejudice to any other rights or remedies of the Borough.

2. The Contractor shall furnish promptly all materials and/or equipment reasonably necessary for any tests which may be required. All tests by the Borough will be performed in such a manner as not to delay the work unnecessarily and shall be made as described in the Specifications.
3. The Contractor shall notify the Borough sufficiently in advance of backfilling or concealing any facilities to permit proper inspection. If any facilities are concealed without approval or consent of the Borough, the Contractor shall uncover for inspection and recover such facilities all at his own expense, when so requested by the Borough. Should it be considered necessary or advisable by the Borough at any time before final acceptance of the entire work to make an examination of work already completed, by uncovering the same, the Contractor shall on request promptly furnish all necessary facilities, labor, and material. If such work is found to be defective in any important or essential respect, due to fault of the Contractor or his subcontractors, he shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the actual cost of labor and materials necessarily involved in the examination and replacement, plus (15%) percent of such costs to cover superintendence, general expenses and profit, shall be allowed the Contractor and he shall, in addition if completion of the work of the entire Contract has been delayed thereby, be granted a suitable extension of time on account of the additional work involved.
4. Inspection of materials and appurtenances to be incorporated in the improvements embraced in this Contract may be made at the place of production, manufacture or shipment, whenever the quantity justifies it, and such inspection and acceptance, unless otherwise stated in the Specifications, shall be final, except as regards (1) latent defects, (2) departures from specific requirements of the Contract, (3) damage or loss in transit, or (4) fraud or such gross mistakes as amount to fraud. Subject to the requirements contained in the preceding sentence, the inspection of materials as a whole or in part will be made at the Project Site.
5. Neither inspection, testing, approval nor acceptance of the work in whole or in part, by the Borough or its agents, shall relieve the Contractor or his sureties of full responsibility for materials and/or equipment furnished or work performed not in strict accordance with the Contract.
6. If applicable, the Contractor shall arrange with all State, County and/or Borough Departments having jurisdiction for inspection by them and shall pay all costs incident thereto.

### **Section 30. Final Inspection**

1. When the improvements embraced in this Contract are substantially completed, the Contractor shall notify the Borough in writing that the work will be ready for final inspection on a definite date which shall be stated in the notice. If the Borough determines that the status of the improvements is as represented it will make the arrangements necessary to have final inspection commenced on the date stated in the notice or as soon thereafter as is practicable.

### **Section 31. Review by the Borough**

1. The Borough, its authorized representatives and agents, shall, at all times, have access to and be permitted to observe and review all work, materials, equipment, payrolls, personnel records, employment conditions, material invoices, and other relevant data and records pertaining to this

Contract, provided, however, that all instructions and approval with respect to the work will be given to the Contractor only by the Borough through its authorized representatives or agents.

**Section 32. General Guaranty**

1. Neither the final certificate of payment nor any provision in the Contract nor partial or entire use of the Improvements embraced in this Contract by the Borough or the public shall constitute an acceptance of work done in accordance with the contract or relieve the Contractor of liability in respect to any express warranties or responsibility for foully materials or workmanship. The Contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within a period of 24 months from the date of final acceptance of the work. The Borough will give notice of defective materials and work with reasonable promptness.

**Section 33. Warranty of Title**

1. No material, supplies, or equipment for the work shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. The Contractor shall warrant good title to all materials, supplies, and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same together with all improvements and appurtenances constructed or placed thereon by him to the Borough free from any claims, liens, or charges. Neither the Contractor nor any person, firm or corporation furnishing any material or labor for any work covered by this Contract shall have any rights to a lien upon improvement or appurtenance thereon. Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor to recover under any bond given by the Contractor for their protection or any rights under any law permitting such persons to look to funds due the Contractor in the hands of the Borough. The provisions of this paragraph shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

**Section 34. Patents**

1. The Contractor shall hold and save the Borough, its officers and employees harmless from liability of any nature or kind, including costs and expenses, for or on account of, any patented or unpatented invention, process, article or appliance manufactured or used in the performance of the Contract, including its use by the Borough unless otherwise specifically stipulated in the Specifications.

**Section 35. Accident Prevention / Safety**

1. The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his fault or negligence in connection with the prosecution of the work. The safety provisions of applicable laws and building and construction codes shall be observed and the Contractor shall take or cause to be taken such additional safety and health measures as the Borough may determine to be reasonably necessary. Machinery equipment and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, Inc., to the extent that such provisions are not in conflict with applicable local laws. Full compliance shall be accorded to the provisions of the Occupational Health and Safety Act.
2. The Contractor shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of

employment on work under the Contract. The Contractor shall promptly furnish the Borough with reports concerning these matters.

3. The Contractor shall be liable for any loss or injury to property (including property of the Borough); or persons, occasioned by either his negligence or by the negligence of the Borough its members, employees, and all others who may act for or on its behalf, during the progress of the work and services and until the same shall have been completed and accepted by the Borough. He shall also assume full responsibility for loss by reason of violation any Federal or State law or Local ordinance or for encroachment upon neighbors.
4. 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 (PL-91-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL-91-54). All work must be in compliance with State and Federal Occupational Health and Safety Regulations.
5. The Contractor shall, at no additional cost to the Borough immediately replace or repair any damage or destruction of material and/or work done resulting from an Act of God or any cause whatsoever not directly attributable to the negligence of the Borough the said loss to fall entirely upon the Contractor.
6. The Contractor shall furnish, erect and maintain such signs and barricades as may be required by Safety Regulations or as necessary to safeguard life and property.

### **Section 36. Protection of Work, Utilities, and Property**

1. The Contractor shall assume all responsibility for damage attributable to him to any utility facilities (overhead, ground surface, or underground), surface and subsurface improvements or any other property excluded from the work and passing through, located upon, within, or underground within the Project Area.
2. The Contractor shall provide adequate protection against injury or loss arising in connection with this contract for all his work and the property of the Owner. He shall make good any such damage, injury or loss, except such as may be due directly to errors in the drawings or specifications or caused by agents or employees of the Owner. He shall adequately protect adjacent property as provided by law and the specifications and drawings. He shall provide facilities for protection required by public authority or local conditions as passageways, guard fences, lights, etc.
3. The Contractor shall preserve and protect all trees, shrubs and grass on or adjacent to the site which do not reasonably interfere with the construction as may be determined by the Engineer / Architect and the Contractor shall be responsible for all unauthorized cutting or damaging or trees and shrubs, including damage due to careless operation of equipment, stockpiling of materials or tracking of grass areas by equipment. The Contractor shall remove only those trees designated by the Engineer to be removed.
4. The Contractor shall be responsible for all damages to person or property that occur as a result of his fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance, whether or not the same has been covered in whole or in part by payments made by the Borough.

5. In an emergency affecting the safety of life or property, including adjoining property, the Contractor, without special instructions or authorization from the Borough is authorized to act at his discretion to prevent such threatened loss or injury, and he shall so act. He shall likewise act if instructed to do so by the Borough. Any compensation claimed by the Contractor on account of such emergency work will be determined by the Borough as provided in the Contract.
6. The Contractor shall avoid damage as a result of his operations to existing sidewalks, streets, curbs, pavements, utilities (except those which are to be replaced or removed), adjoining property, etc., and he shall at his own expense completely repair any damage thereto caused by his operations.
7. The Contractor shall shore up, brace, underpin, secure, and protect as may be necessary, all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be in any way affected by the excavation or other operations connected with the construction of the improvements embraced in this Contract. The Contractor shall be responsible for the giving of any and all required notices to any adjoining or adjacent property owner or other party before the commencement of any work. The Contractor shall indemnify and save harmless the Borough from any damages on account of settlements or the loss of lateral support of adjoining property and from all loss or expense and all damages for which the Borough may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.
8. The Contractor shall perform his work in such a manner as to interfere as little as possible with the use of pedestrian and/or vehicular circulation. No excavation shall be left open or other obstruction allowed to remain longer than is absolutely necessary; and the Contractor shall provide all safeguards and temporary passageways that may be necessary for the convenience and protection of all persons using said building, property, pavement, roadway, etc., either day or night.
9. If applicable, it shall be the responsibility of the Contractor to make all arrangements (with prior approval of the Borough and Engineer / Architect) with adjacent property owners and occupants he can, or deems necessary, to safely proceed with the work. Arrangements for additional access points and/or work area must meet requirements and approval of adjacent property owners and Borough.

### **Section 37. Use of Premises**

1. The Contractor shall confine his equipment, storage of materials and construction operations to the Contract limits as shown on the Drawings and as prescribed by ordinance or permits, or as may be directed by the Borough and shall not unreasonably encumber the building, site, or public rights of way with his materials and construction equipment.
2. The Contractor shall comply with all reasonable instructions of the Borough and the ordinances and codes of the Local Government, regarding signs, advertising, traffic, fires, explosives, danger signals and barricades.
3. The use of explosives is prohibited.
4. For welding, torching, brazing, and other "hot work," Contractor shall be responsible for all precautions and coordination with the Owner and Engineer / Architect prior to such work. Precautions include, but are not limited to, and as applicable: personnel safety; protection of adjacent work areas and public; isolating welding and cutting; removing fire hazards and combustibles; fire



watch for fire prevention; supplying fire extinguishers; and protection of existing building systems from damage and/or false alarms.

5. For building renovation, alteration, and construction projects, Contractor shall maintain the building in a weathertight condition; maintain access to existing walkways, corridors, and other adjacent occupied or used facilities; provide not less than 72 hours' notice to Owner and Engineer / Architect of activities that will affect Owner's operations; schedule deliveries to minimize use of driveways and entrances, and minimize space and time requirements for storage of materials and equipment on-site; and protect building / structure and its occupants during construction period.
6. Personal Conduct on the Premises: Contractor shall be responsible for orderly, professional and courteous behavior of their employees. This shall include, but not limited to avoid the following: foul language, loud music, or radios. The General Contractor, the owner's representatives, or Engineer have the rights to verbally warn an individual's supervisor of such behavior and/or issue a warning notice. Two written warning concerning the same individual shall warrant removal from the premises.

**C. Prevailing Labor Wage Rates**

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## D. Instructions to Bidders

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### Section 1. Bidder's Responsibility

1. Bidder is required to carefully examine the Contract Documents. His bid submission is notification that the bidder has familiarized himself with the Contract Documents and has agreed to provide the necessary labor, materials, and supervision to complete the Contract, if awarded.
2. Bidder should visit the site and/or building of the proposed work and fully acquaint himself with the existing conditions there relating to construction and labor, and should fully inform himself as to the facilities involved, the difficulties and restrictions attending the performance of the Contract. The Bidder should thoroughly examine and familiarize himself with the Drawing, Specifications, and all other Contract Documents. The Contractor, by the execution of the Contract, shall not be relieved of any obligation under it due to his failure to receive or examine any form or legal instrument or to visit the site and acquaint himself with the conditions there existing and the Borough will be justified in rejecting any claim based on facts regarding which he should have been on or noticed as a result thereof.

### Section 2. PreBid Meeting

1. All Bidders are invited to attend a Pre-bid meeting at the construction site and/or office of the Borough. The Engineer/Architect and Borough's representative will be present to advise, inform and answer questions relative to the Contract work, site conditions and requirements for compliance with Federal Rules, Regulations, Laws, etc., contained in the Contract Documents. The meeting will be held at least five (5) days prior to the Bid opening date. Bidders shall refer to the *Invitation for Bids* for the date, time, and location of the PreBid Meeting.

**Section 3. Interpretations or Addenda**

1. No oral interpretation will be made to any Bidder as to the meaning of the Contract Documents or any part thereof. Every request for such an interpretation should be made in writing to the Borough. Any inquiry received seven or more days prior to the date fixed for opening of bids will be given consideration. Every interpretation made to a Bidder will be in the form of an Addendum to the Contract Documents, and when issued, will be on file in the office of the Borough and the office of the Engineer / Architect at least five days before the Bids are opened. In addition, all Addenda will be hard and/or electronically delivered to each person holding Contract Documents, but it shall be the Bidder's responsibility to make inquiry as to the Addenda issued. All such Addenda shall become part of the contract and all Bidders shall be bound by such Addenda, whether or not received by the Bidders. Bidders shall acknowledge receipt of the Addenda on the Bid, where indicated.

**Section 4. Alternative bids**

1. No alternative bids will be considered unless alternative bids are specifically requested.
2. Bidder shall prepare his bid on particular item (i.e. material, equipment) specified. Following award of contract, should Contractor desire to use some other, he shall submit to Engineer a written request for such change and in same shall state advantage to the Engineer and saving or additional cost involved by substitution. Determination as to whether or to such change will be permitted rests solely with the Engineer / Architect.

**Section 5. Bids**

1. All Bids must be submitted (typed or in ink) on forms supplied by the Borough and shall be subject to all requirements of the Contract. All bids must be regular in every respect and no interlineations, excisions, or special conditions shall be made or included in the Bid Form by the Bidder.
2. The blank spaces in the bid form shall be filled in correctly, where indicated, for each and every item for which a description is given, and the bidder must state the prices (which shall be written in ink, in words and numerals) for which he proposes to do each part of the work contemplated. In case of discrepancy between the written words and the numerals, the written words shall be considered as being the bid price and the Engineer shall correct the Contractor's Bid Total in the Certified Tabulation of Bids.
3. Bids must include the following completed forms, along with associated attachments, if any:
  - a. Proposal
  - b. Bid Bond
  - c. Non- Collusion Affidavit of Prime Bidder
  - d. Statement of Bidder's Qualifications
4. One original copy of the Bid shall be submitted in a sealed envelope, clearly marked with the Project Title, Contract Number, name of Bidder, and date and time of bid opening, in order to guard against premature opening of the bid.
5. The Borough may consider an irregular Bid, on which, there is an alteration of or departure from the Bid requirements, and at its option, may reject the same.

6. Each Bidder shall include in his Bid the following information:

Principals

Names

Social Security Numbers

Home Address, Including City, State and Zip Code

Firm

Name

Treasury Number

Address

City, State, and Zip Code

7. It is the responsibility of the bidder to deliver his bid prior to the time of opening, regardless of what medium he uses to deliver bid. No bid shall be considered if it arrives after the time set for the receipt of bids.

**Section 6. Bid Guaranty**

1. The Bid must be accompanied by a Bid Guaranty which shall not be less than ten percent (10%) of the amount of the Bid. At the option of the Bidder, the guaranty may be a certified check, bank draft, negotiable U.S. Government Bonds (at par value), or a Bid Bond in the form attached. The Bid Bond shall be secured by a guaranty of a surety company listed in the latest issue of the U.S. Treasury Circular 570. The amount of such Bid Bond shall be within the maximum amount specified for such Company in said Circular 570. No Bid will be considered unless it is accompanied by the required guaranty. Certified check or bank draft must be made payable to the order of Borough of Narberth. Cash deposits will not be accepted. The Bid guaranty shall insure the execution of the Agreement and the furnishing of the surety bond or bonds by the successful Bidder, all as required by the Contract Documents.
2. Revised Bids submitted before the opening of Bids, whether forwarded by mail or telegram, if representing an increase in excess of two percent (2%) of the original Bid, must have the Bid guaranty adjusted accordingly; otherwise the bid will not be considered.
3. Certified checks or bank drafts, or the amount thereof, Bid Bonds, and negotiable U.S. Government bonds of unsuccessful Bidders will be returned as soon as practical after the opening of the Bids.

**Section 7. Non-Collusive Agreements**

1. Each Bidder submitting a Bid to the Borough for any portion of the work contemplated by the documents on which bidding is based shall execute and attach thereto, an affidavit substantially in the form herein provided, to the effect that he has not entered into a collusive agreement with any other person, firm, or corporation in regard to any Bid submitted.
2. Before executing any subcontract, the successful Bidder shall submit the name of any proposed subcontractor for prior approval and an affidavit substantially in the form provided herein.

**Section 8. Statement of Bidder's Qualifications**

1. Each Bidder shall submit a Statement of the Bidder's Qualifications, his experience record in constructing the type of improvements embraced in the Contract work, his organization and equipment available for the work contemplated, and when specifically requested by the Borough, a

detailed financial statement. The Borough shall have the right to take such steps as it deems necessary to determine the ability of the Bidder to perform his obligations under the Contract and the Bidder shall furnish the Borough all such information and data for this purpose as it may request. The right is reserved to reject any Bid where an investigation of the available evidence or information does not satisfy the Borough that the Bidder is qualified to carry out properly the terms of the Contract.

#### **Section 9. Corrections**

1. Erasures or other changes in the Bids must be explained or noted over the signature of the Bidder.

#### **Section 10. Time for Receiving Bids**

1. Bids received prior to the advertised hour of opening will be securely kept and sealed. The officer whose duty it is to open them will decide when the specified time has arrived, and no Bid received thereafter will be considered; except that when a Bid arrives by mail after the time fixed for opening, but before the reading of all other Bids is completed, and it is shown to the satisfaction of the Borough that the non-arrival on time was due solely to delay in the mails for which the Bidder was not responsible, such Bid will be received and considered.
2. Bidders are cautioned that, while telegraphic modifications of Bids may be received as provided above, such modifications, if not explicit and if in any sense subject to misinterpretation, shall make the Bid so modified or amended, subject to rejection.

#### **Section 11. Opening of Bids**

1. At time and place fixed for the opening of Bids, the Borough will cause to be opened and publicly read aloud every Bid received within the time set for receiving Bids, irrespective of any irregularities therein. Bidders and other persons properly interested may be present, in person or by representative. Bidders shall refer to the *Invitation for Bids* for the date, time, and location of the Bid Opening Meeting.

#### **Section 12. Withdrawal of Bids**

1. Bids may be withdrawn on written or telegraphic request dispatched by the Bidder in time for the delivery in the normal course of business to the time fixed for opening; provided that written confirmation of any telegraphic withdrawal over the signature of the Bidder is placed in the mail and postmarked prior to the time set for Bid opening. The Bid guaranty of any Bidder withdrawing his Bid in accordance with the forgoing conditions will be returned promptly.

#### **Section 13. Award of Contract: Rejection of Bids**

1. The Contract will be awarded to the responsible Bidder submitting the lowest Bid complying with the conditions of the Contract. The Bidder to whom the award is made will be notified at the earliest possible date. The Borough, however, reserves the right to reject any and all Bids and to waive any informality in Bids received whenever such rejections or waiver is in its interest.
2. The Borough also reserves the right to reject the Bid of any Bidder who has previously failed to perform properly, or to complete on time, contracts of a similar nature; who is not in a position to perform the contract; or who has habitually and without just cause neglected the payment of bills or otherwise disregarded his obligations to subcontractors, material suppliers, or employees. In determining the lowest responsible bidder, the following elements, in addition to those mentioned, will be considered: Whether the Bidder involved (1) maintains a permanent place of business; (2) has adequate plant equipment available to do the work properly and expeditiously; (3) has suitable financial resources to meet the obligations incident to the work; and (4) has appropriate technical experience. The Borough reserves the right to consider as unqualified to perform the work of general

construction any Bidder who does not habitually perform with his own forces the major portions of the work involved in construction of the improvements embraced in this contract.

3. Each Bidder shall bid on all items. A Contract will be awarded on the basis of the lowest total Bid by a responsible Bidder. Each Bid shall be a balanced Bid and every item bid which in the opinion of the Borough and its Engineer / Architect reflects an unreasonable unit price may be the basis for rejection of the entire Bid if deemed to be in the best interests of the Borough.

#### **Section 14. Execution of Agreement**

1. Subsequent to the award and within ten (10) days after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the Borough an Agreement in the form included in the Contract Documents in such number of copies as the Borough may require.
2. Having satisfied all conditions of award as set forth elsewhere in these documents, the successful Bidder shall, within the period specified in paragraph "1" above, furnish a surety bond in a penal sum not less than the amount of the Contract as awarded, as security for the faithful performance of the Contract, and for the payment of all persons, firms or corporations to whom the Contractor may become legally indebted for labor, materials, tools, equipment, or services of any nature including utility and transportation services, employed or used by him in performing the work. Such bond shall be in the same form as that included in the Contract Documents and shall bear the same date as, or a date subsequent to that of the Agreement. The current power of attorney for the person who signs for any surety company shall be attached to such bond. This bond shall be signed by a guaranty or Surety Company listed in the latest issue of the U.S. Treasury Circular 570 and the penal sum shall be within the maximum specified for such company in said Circular 570.
3. The failure of the successful Bidder to execute such Agreement and to supply the required bond or bonds within ten (10) days after the prescribed forms are presented for signature, or within such extended period as the Borough may grant, based upon reasons determined sufficient by the Borough shall constitute a default, and the Borough may either award the Contract to the next lowest responsible Bidder or re-advertise for Bids, and may charge against the Bidder the difference between the amount of the Bid and the amount for which a Contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the Bid Bond. If a more favorable Bid is received by re-advertising the defaulting Bidder shall have no claim against the Borough for a refund.
4. The Bidder shall also furnish evidence of insurance in the sums specified herein, within the above mentioned ten (10) days.

#### **Section 15. Wages and Salaries**

1. Attention of Bidders is particularly called to the requirements concerning the payment of not less than the prevailing wage and salary rates specified in the Contract Documents and the conditions of employment with respect to certain categories and classifications of employees.
2. The rates of pay set forth in the Contract, are the minimum to be paid during the life of the Contract. It is, therefore, the responsibility of Bidders to inform themselves as to local labor conditions, such as the length of work day and work week, overtime compensation, health and welfare contributions, labor supply and prospective changes or adjustments of rates.



**E. Forms****BID SUBMISSION FORMS**

PROPOSAL	2
NON-COLLUSION AFFIDAVIT OF PRIME BIDDER	7
BID BOND	8
CERTIFICATE AS TO CORPORATE PRINCIPAL	10
STATEMENT OF BIDDER'S QUALIFICATIONS	11

**CONTRACT EXECUTION FORMS**

AGREEMENT	15
PERFORMANCE AND PAYMENT BOND	18
LABOR AND MATERIALSMEN'S BOND	20
MAINTENANCE BOND	22
CERTIFICATE OF INSURANCE	24
NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR	26

**CONTRACT CLOSE OUT FORMS**

CONTRACTOR'S RELEASE	27
STATEMENT OF SURETY COMPANY	28

**PROPOSAL**

SUBMITTED ON BEHALF OF: \_\_\_\_\_  
(Bidder Name)

1. BIDS ARE TO BE SUBMITTED ON THIS FORM AND ANY EXCEPTIONS TO CONTRACT DOCUMENTS MUST BE WRITTEN ON THE VARIANCE FORM PROVIDED FOR THIS PURPOSE.
2. In submitting this proposal, bidder acknowledges that it has carefully examined the Bid and Contract Document together with the Addenda, if any (as indicated below) as prepared by the Department of Finance, Purchasing Division, and is familiar with the various conditions affecting the work hereinafter described, the manner and the time state for performance.

<u>Addendum No.</u>	<u>Issuing Date</u>
_____	_____
_____	_____
_____	_____

3. *Total Lump Sum Amount for Base Bid PLUS Total Amount for Contingencies:* \_\_\_\_\_  
(written)

\_\_\_\_\_ Dollars and \_\_\_\_\_ Cents.

(\$ \_\_\_\_\_ )

4. Total Lump Sum Amount for each Add Alternate

Add Alternate #1: Additional Steps / Seating Area      \$ \_\_\_\_\_

Add Alternate #2: New Door      \$ \_\_\_\_\_

NOTE: All items must be bid. The Contract will be awarded to the lowest responsible bidder. The low bid will be determined based on the "Total Lump Sum Amount for Base Bid PLUS Total Amount for Contingencies" plus Add Alternate(s), if selected by the Borough. All work is included and must be bid.

5. Persons to Contact on matters concerning this Bid and Contract:

NAME	OFFICIAL CAPACITY & TITLE	TEL. NUMBER
		( )
		( )
		( )

6. Variance Form

Any variations that would materially or substantially change or alter the GENERAL CONDITIONS, INSTRUCTIONS TO BIDDERS, DETAILED SPECIFICATIONS or SPECIAL CONDITIONS must be submitted at the Pre-Bid Conference or if there is no scheduled Pre-Bid meeting, written notice by either fax or e-mail must be submitted to the Purchasing Agent no later than seven (7) days prior to the Bid Opening date. An Addendum will be issued prior to Bid Opening for any changes or alterations found acceptable to the Borough. This Variance form is to be used only for variances which are not materially or substantially less than the specifications required. Any variation not covered by Addendum is at the risk of the Bidder and may be cause for rejection of the Bid.

GENERAL CONDITIONS NO. \_\_\_\_\_ (s) DETAILED DESCRIPTION

INSTRUCTIONS TO BIDDERS NO. \_\_\_\_\_ (s) DETAILED DESCRIPTION

DETAILED SPECIFICATIONS NO. \_\_\_\_\_ (s) DETAILED DESCRIPTION

SPECIAL CONDITIONS NO. \_\_\_\_\_ (s) DETAILED DESCRIPTION

(Attach to this sheet if necessary)

## 7. Bid Sheet

<b>BASE BID</b>		
Item No.	Description	Total
1	Building Permit, Contractor's License, and Insurance	\$
2	Surety Bonds	\$
3	Mobilization and Demobilization, Including Progress and Final Cleanup; Site Restoration; etc	\$
4	Submittals	\$
5	Selective Demolition	\$
6	Temporary Protection and E&S Measures (Tree Protection, Silt, and Construction Fence; Rock Construction Entrance; Sign; etc)	\$
7	Earthwork (Excavation; Soil Replacement; etc)	\$
8	Geogrid	\$
9	Building Wall Waterproofing	\$
10	Unit Paving (Clay Pavers)	\$
11	Anchored Stone Masonry Veneer / Ivany Block Retaining Wall, Including Foundation	\$
12	Cast Stone Masonry (Stair and Trim, Including Footings)	\$
13	Wood Patio Decking	\$
14	Metal Gratings; Fixed Louvers; Vent Pipe and Cover	\$
15	Pipe and Tube Railings, Including Lockable Gate and Demountable Guard Rail	\$
16	Concrete Sidewalk	\$
17	Frost Free Hose Bib	\$
18	Stormwater System (Rainwater Conductors; Area Drains; Piping)	\$
19	Door Unit Modification and Upgrade	\$
20	Exterior Lighting (Recessed Step Lights and Wall Sconces)	\$
21	Waterproof Duplex Receptacles	\$
22	Hydroseeding & Permanent Seeding	\$
<b>Total Lump Sum Amount for Base Bid (Items 1 to 22)</b>		<b>\$</b>

<b>CONTINGENCIES</b>		
C-1	<p><b><u>Contingency #1: Additional Earth Excavation</u></b>                      Additional excavation (not classified as rock) and legal disposal of subgrade materials beyond the depths required on the drawings, including associated excavation shoring and protection</p> <p style="text-align: center;">[30 Cubic Yards x \$ _____ / Cubic Yard]</p>	\$
C-2	<p><b><u>Contingency #3: Additional Stone Backfill</u></b>                      Furnish and placement of additional PaDOT 2A Modified Stone backfill, including compaction</p> <p style="text-align: center;">[10 Cubic Yards x \$ _____ / Cubic Yard]</p>	\$
C-3	<p><b><u>Contingency #4: Additional Clean Earth Backfill</u></b>                      Furnish and placement of additional clean earth backfill, including compaction</p> <p style="text-align: center;">[30 Cubic Yards x \$ _____ / Cubic Yard]</p>	\$
C-4	<p><b><u>Contingency #4: Additional Geogrid</u></b>                      Furnish and placement of additional geogrid</p> <p style="text-align: center;">[100 Square Feet x \$ _____ / Square Feet]</p>	\$
<b>Total Amount for Contingencies (Items C-1 to C-4)</b>		\$

<p><b><i>Total Lump Sum Amount for Base Bid                  PLUS Total Amount for Contingencies</i></b>                  [Write this amount also on Forms Page 2, Item 3]</p>	\$
--	----

<b>ADD ALTERNATES</b> [Write these amounts also on Forms Page 2, Item 4]	
<p><b><u>Add Alternate #1: Additional Steps / Seating Area</u></b>                      * Additional excavation, soil replacement, and geogrid                      * Additional Cast Stone Masonry (Stair and Footing)                      * Additional Wood Patio Decking</p>	\$
<p><b><u>Add Alternate #2: New Door</u></b>                      * Additional selective demolition and modification of opening                      * New door, frame, hardware, and transom                      * Concrete landing in lieu of unit pavers</p>	\$

8. If the Bidder is: A SOLE OWNER OR PARTNERSHIP (Please indicate which) execute this part of the Proposal:

SS #: \_\_\_\_\_

OR

TIN#: \_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Owner or Partner)

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

\_\_\_\_\_  
(Print Name and Title)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City)

\_\_\_\_\_  
(State)

\_\_\_\_\_  
(Zip)

\_\_\_\_\_  
(Telephone Number)

9. If the Bidder is a: CO., INC., LLC, OR L.T.D. **EIN#:** \_\_\_\_\_

execute this part of the Proposal. If not executed by the Corporation (i.e. required signatures as seen below and Corporate Seal affixed), a certified Corporate Resolution authorizing the form of execution used must be attached to and made part of this Bid.

DATE: \_\_\_\_\_

\_\_\_\_\_  
(Corporate or Business Name of Bidder)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City)

\_\_\_\_\_  
(State)

\_\_\_\_\_  
(Zip)

\_\_\_\_\_  
(Telephone Number)

\_\_\_\_\_  
(Signature of Pres. or Vice-Pres.)

\_\_\_\_\_  
(Signature of Secretary, Asst. Secretary,  
Treasurer or Asst. Treasurer)

\_\_\_\_\_  
(Print Name and Title)

\_\_\_\_\_  
(Print Name and Title)

CORPORATE SEAL

**NON-COLLUSION AFFIDAVIT OF PRIME BIDDER**

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

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

\_\_\_\_\_, 'being first duly sworn, deposes and says that:  
(Name of Bidder's Representative)

1. He is \_\_\_\_\_  
(Capacity of Bidder's Representative - i.e.: owner, partner, officer, agent, etc.)

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

2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham bid;

4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or, to fix any overhead, profit or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Borough to which the attached Bid is being submitted or any person interested in the proposed Contract; and

5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. \_\_\_\_\_  
(Name of Bidder)

\_\_\_\_\_  
(Signature of Notary)

\_\_\_\_\_  
(Signature of Bidder's Representative)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title of Bidder's Representative)

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned \_\_\_\_\_

as PRINCIPAL, and \_\_\_\_\_

as SURETY are held and firmly bound unto \_\_\_\_\_

\_\_\_\_\_ hereinafter called the "Borough", in the penal sum of \_\_\_\_\_

\_\_\_\_\_ Dollars (\$

\_\_\_\_\_), lawful money of the United States, for the payment of which sum well and

truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly

and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying Bid, dated \_\_\_\_\_ for \_\_\_\_\_

NOW, THEREFORE, if the Principal shall not withdraw said Bid within the period specified therein after the opening of the same, or if no period be specified, within thirty (30) days after the said opening, and shall within the period specified therefore, or, if no period be specified within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the Borough in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract; or in the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such bond within the time specified, if the Principal shall pay the Borough the difference between the amount specified in said Bid and the amount for which the Borough may procure the required work or supplies or both, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

In the event that Bidder defaults in any of its undertaking herein assumed, including without limitation, its obligation to execute and deliver the Agreement prescribed and to furnish the bond required within ten (10) days after the Agreement is presented to it for signature, the Bidder hereby empowers any Prothonotary or attorney of any Court or Record to appear for Bidder in any and all actions which may be brought for damages or other charges or expenses resulting from any default and/or to sign for Bidder an agreement for entering in any competent Court an amicable action or actions for the recovery of such damages or other charges or expenses, and in said suits or in said amicable action or actions, to confess judgment against Bidder for all or any part of the damages resulting as aforesaid, and for interest and costs, together with an attorney's commission of 5%. Such authority shall not be exhausted by one exercise thereof, but judgment may be confessed as aforesaid from time to time as often as any such damages accrue.

The remedies hereinabove given to the Borough and all rights and remedies given to it by law and equity shall be cumulative and concurrent,



IN WITNESS WHEREOF, the above bonded parties have executed this instrument under their several seals of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In presence of:

\_\_\_\_\_  
Individual Principal (SEAL)

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

ATTEST:

\_\_\_\_\_  
Corporate Principal

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

By \_\_\_\_\_  
Affix Corporate Seal

ATTEST:

\_\_\_\_\_  
Corporate Surety

Countersigned \_\_\_\_\_

By \_\_\_\_\_  
Attorney-in-Fact,  
Commonwealth of PA

By \_\_\_\_\_  
Affix Corporate Seal

(Power of Attorney for person signing for surety company must be attached to bond).

**CERTIFICATE AS TO CORPORATE PRINCIPAL**

I, \_\_\_\_\_, certify that I am the  
*(Print Name)*

\_\_\_\_\_ of the Corporation named as Principal in  
*(Office Held)*

the bond(s); that \_\_\_\_\_ who signed the said  
*(Print Name)*

bond(s) on behalf of the Principal was then \_\_\_\_\_  
*(Office Held)*

of said corporation; that I know his signature, and his signature thereto is genuine, and that said bond was duly signed, sealed and attested to for and in behalf of said Corporation by authority of its governing body.

Corporate Seal

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

## STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the date given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate sheets. The Bidder may submit any additional information he / she desires.

1. Name of Bidder \_\_\_\_\_
2. Permanent Main Office Address \_\_\_\_\_
3. When organized \_\_\_\_\_
4. If a corporation, where incorporated \_\_\_\_\_
5. How many years have you been engaged in improvements work of this type under your present firm or trade name? \_\_\_\_\_
6. List contract(s) on hand with gross amount of each contract and the appropriate anticipated dates of completion): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
7. General character of work performed by you \_\_\_\_\_  
\_\_\_\_\_
8. Have you ever failed to complete any work awarded to you? If so, where and why? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
9. Have you ever defaulted on a contract? If so, where and why? \_\_\_\_\_  
\_\_\_\_\_
10. List the more important contracts recently by you, stating approximate gross cost for each, and the month and year completed. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
11. List your major equipment available for this contract. \_\_\_\_\_  
\_\_\_\_\_

12. Provide the following information on significant contracts recently completed. List experience in improvement work similar in scope, materials (steel, concrete, finishes), and complexity as this project (e.g. work within existing occupied building, and elevators). Attach additional sheets if necessary.

**Project #1**

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

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

Gross Amount of Contract: \$\_\_\_\_\_ Start to Completion (MM/YY): \_\_\_\_\_ to \_\_\_\_\_

Contact Person, Title, Phone No.: \_\_\_\_\_

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

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

**Project #2**

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

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

Gross Amount of Contract: \$\_\_\_\_\_ Start to Completion (MM/YY): \_\_\_\_\_ to \_\_\_\_\_

Contact Person, Title, Phone No.: \_\_\_\_\_

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

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

**Project #3**

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

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

Gross Amount of Contract: \$\_\_\_\_\_ Start to Completion (MM/YY): \_\_\_\_\_ to \_\_\_\_\_

Contact Person, Title, Phone No.: \_\_\_\_\_

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

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

**Project #4**

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

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

Gross Amount of Contract: \$\_\_\_\_\_ Start to Completion (MM/YY): \_\_\_\_\_ to \_\_\_\_\_

Contact Person, Title, Phone No.: \_\_\_\_\_

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

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

**Project #5**

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

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

Gross Amount of Contract: \$\_\_\_\_\_ Start to Completion (MM/YY): \_\_\_\_\_ to \_\_\_\_\_

Contact Person, Title, Phone No.: \_\_\_\_\_

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

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

**Project #6**

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

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

Gross Amount of Contract: \$\_\_\_\_\_ Start to Completion (MM/YY): \_\_\_\_\_ to \_\_\_\_\_

Contact Person, Title, Phone No.: \_\_\_\_\_

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

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

13. Background and experience of the principal members of your organization, including the officers.

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

14. Give bank references and address. \_\_\_\_\_

\_\_\_\_\_

15. Is your detailed financial statement enclosed / attached? \_\_\_\_\_

16. Will you, upon request, furnish any other information that may be required by the Borough and/or its representatives? \_\_\_\_\_

The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the Borough and/or its representatives in verification of the recitals comprising this Statement of Bidder's Qualifications.

\_\_\_\_\_ By \_\_\_\_\_  
Name of Bidder Signature

\_\_\_\_\_ \_\_\_\_\_  
Date Print Name and Title

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

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

\_\_\_\_\_, being duly sworn, deposes and says that he/she is  
(Print Name)

\_\_\_\_\_ of \_\_\_\_\_  
(Office Held) (Bidder Name)

and that the answers to the foregoing questions and all statements therein contained are true and correct. Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

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

**AGREEMENT**

for

\_\_\_\_\_, Contract No. \_\_\_\_\_  
 (Project Title) (Contract No.)

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ (A corporation organization and existing under the laws of the State of \_\_\_\_\_) OR (a partnership consisting of \_\_\_\_\_) OR (an individual trading as \_\_\_\_\_), hereinafter called the "CONTRACTOR", and the Borough of Narberth, hereinafter called the "Borough".

WITNESSETH, that the CONTRACTOR and Borough for the consideration stated herein mutually agree as follows:

**ARTICLE 1. STATEMENT OF WORK**

1. The CONTRACTOR shall furnish all supervision, technical personnel, labor, materials, tools, equipment and services, including utility and transportation services, and perform and complete all work required as shown on the Drawings and described in the Specifications for the above referenced Contract, all in accordance with the listed Contract Documents including all Addenda, all as prepared by the Engineer / Architect, and shall do everything required by the Agreement and the Contract Documents.

**ARTICLE 2. THE CONTRACT PRICE**

1. The Borough will pay the CONTRACTOR for the performance of the Contract in current funds, for the total quantities of work performed at the unit prices stipulated in the Bid for the item of work or the several respective items of work completed subject to additions and deductions as provided in the Section, CHANGES IN THE WORK under GENERAL CONDITIONS

**ARTICLE 3. CONTRACT**

1. The Contract Documents shall consist of the following:
  - a. This Agreement.
  - b. Addenda
  - c. Invitation for Bids.
  - d. Instruction to Bidders.
  - e. Signed Copy of Bid.
  - f. General Conditions
  - g. Certificate of Insurance.
  - h. Special Conditions.
  - i. Contractor's Release and Statement of Surety.
  - j. Contract Bonds.
  - k. Drawings (as listed in the Schedule of Drawings).

2. THIS AGREEMENT, together with the other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, form the Contract between the parties hereto. In the event that any provisions in any component part of this Contract with any provision of any other component part, the provisions of the component part first enumerated in this ARTICLE 3 shall govern, except as otherwise specifically stated.

#### **ARTICLE 4. STIPULATION AGAINST LIENS**

1. At the time of and immediately before the execution of the Contract and before any authority has been given by the said Borough to the said CONTRACTOR to commence work on the said project or purchase materials for the same, in consideration of the making of the said Contract with the said CONTRACTOR and for the further consideration of one dollar paid to the said CONTRACTOR by the said Borough, it is agreed that no mechanic's claims or other liens shall be filed against the Building and/or lot of ground appurtenant thereto by the said CONTRACTOR nor any subcontractor, nor by any of the material men or workmen or any person for any materials or labor of extra materials or labor purchased or furnished in connection with the site clearance and demolition work of the said project or any part thereof, the right to file such claims or liens being expressly waived and relinquished herewith.
2. A waiver of liens in a form satisfactory to the Borough shall be filed in the Office of the Prothonotary of Montgomery County at such time as may be necessary to preclude the filing of any lien by any subcontractor of material suppliers. In any event, the filing of the waiver of liens must occur no later than one (1) day prior to the start of operations for execution of the contract work. Contractor shall provide the Borough with a copy of the filed document.

#### **ARTICLE 5. INDUCEMENT AND INTEREST**

1. As an inducement to the execution of this Contract by the Borough, the CONTRACTOR represents and agrees that the CONTRACTOR has not employed any persons to solicit or procure this Contract, and has not made, and will not make, any payments to anyone, nor any agreement for the payment of any commission percentage, brokerage, compensation fee, or other compensation to anyone in connection with the procurement of this Contract; and that the CONTRACTOR has not now and will not acquire any, direct or indirect present or prospective interest, including but not limited to that of real estate agent, broker, or appraiser, in any of the portions or parcels in the Project Area covered; and has not employed and will not employ, in connection with the work or services to be performed hereunder, any persons having any such interest, direct or indirect, during the term of this Contract.

#### **ARTICLE 6. INDEMNIFICATION**

1. It is understood and agreed that the CONTRACTOR is a third party CONTRACTOR and is not a servant, agent or employee of the Borough and the CONTRACTOR saves and holds harmless the Borough from all manner of negligence or tort liability.
2. The CONTRACTOR is advised that provisions in the Contract Documents pertaining to indemnity shall be construed as if the members of the Borough and the Borough's agents were named therein as additional indemnities. The word "expense" as used in said provisions concerning indemnity shall be deemed to include, but shall not be limited to, attorney fees.



**ARTICLE 7. INTERPRETATION AND TERMINATION**

Notwithstanding any provision of this Agreement to the contrary, the interpretation placed thereon by the Borough with regard to any question concerning this Agreement, shall be final and binding between the parties. The Borough shall likewise have the power to determine that there has been a default or violation by the CONTRACTOR as to the provisions of this agreement or any part thereof as defined in ARTICLE 3 above, and after five days' notice in writing to the CONTRACTOR regarding said default or violation determine the proper remedy to be pursued.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in \_\_\_\_\_ copies on the day and year first above written. *Please print or type all names under signatures.*

For \_\_\_\_\_  
Borough of NARBERTH

For \_\_\_\_\_  
CONTRACTOR

By \_\_\_\_\_  
Signature

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Attest / Witness (as applicable)

\_\_\_\_\_  
Attest / Witness (as applicable)

**CERTIFICATIONS**

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ of the Corporation named as Contractor herein that \_\_\_\_\_ who signed this Agreement on behalf of the Contractor, was then \_\_\_\_\_ of said corporation; that said Agreement was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Corporate Seal

\_\_\_\_\_  
Signature

**PERFORMANCE AND PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_  
as principal and \_\_\_\_\_  
as sureties are held and firmly bound unto the Borough OF NARBERTH its certain attorney, successors,  
or assigns (hereinafter called the OBLIGEE) in the full and just sum of \_\_\_\_\_  
\_\_\_\_\_ Dollars (\$\_\_\_\_\_), (One hundred percent (100%)  
of the amount of the Contract) lawful money of the United States, for the payment of which sum will and  
truly to be made, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly  
and severally, firmly by these presents;

WHEREAS, said principal has entered into a certain contract with said OBLIGEE, dated  
\_\_\_\_\_, (hereinafter called the Contract), for \_\_\_\_\_  
\_\_\_\_\_, which Contract and the specifications for said work shall be  
deemed a part hereof as fully as if set out herein;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall  
faithfully perform the Contract on his part at the time and in the manner therein provided and satisfy all  
claims and demands incurred in or for the same, or growing out of the same, and shall fully indemnify and  
save harmless the said OBLIGEE from any and all cost and damage which the said OBLIGEE may suffer  
by reason of failure so to do, and shall fully reimburse and repay the said OBLIGEE any and all outlay  
and expense which it may incur by reason of any such default, then this obligation shall be null and void;  
otherwise, it shall remain in full force and virtue.

PROVIDED, however, that no suit, action or proceeding by reason of any default whatever shall  
be brought on this Bond after twelve months from the day on which the final payment under the Contract  
falls due.

It is further understood and agreed that the principal shall guarantee for a period of one (1) year  
from completion date of the Contract against defects in workmanship or materials in accordance with the  
terms of the Contract.

The said surely, for value received, hereby stipulates and agrees that no change, extension of time,  
alteration to the terms of the Contract or to the work to be performed thereunder of the Specifications  
accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive  
notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the  
work or to the Specifications.

In the event of any question concerning the meaning of the provisions of this bond, the  
interpretation placed thereon by the Borough shall be final and binding. The Borough shall likewise have  
the power to determine that there has been a default or violation by the CONTRACTOR.

The must be filled by the Corporate Surety: The rate of premium charged is \$ \_\_\_\_\_ per thousand. The total amount of premium charged is \$ \_\_\_\_\_.

SIGNED, SEALED AND DELIVERED IN \_\_\_\_\_ ORIGINAL COUNTERPARTS THIS \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

Witness:

Individual Principals Sign Here:

\_\_\_\_\_

\_\_\_\_\_

Title \_\_\_\_\_ (Seal)

\_\_\_\_\_

\_\_\_\_\_

Title \_\_\_\_\_ (Seal)

ATTEST:

By \_\_\_\_\_

\_\_\_\_\_

Title \_\_\_\_\_

Corporation Principal Sign Here:

By \_\_\_\_\_

\_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_ (Seal)

Surety Sign Here:

By \_\_\_\_\_

\_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_ (Seal)

**LABOR AND MATERIALSMEN'S BOND**

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_  
 as principal and \_\_\_\_\_  
 as sureties are held and firmly bound unto the Borough OF NARBERTH its certain attorney, successors,  
 or assigns (hereinafter called the OBLIGEE) in the penal sum of \_\_\_\_\_  
 \_\_\_\_\_ Dollars (\$\_\_\_\_\_), (One hundred percent (100%) of the  
 amount of the Contract) lawful money of the United States, for the payment of which sum will and truly  
 to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and  
 severally, firmly by these presents;

WHEREAS, said principal has entered into a certain contract with said OBLIGEE, dated  
 \_\_\_\_\_, (hereinafter called the Contract), for \_\_\_\_\_  
 \_\_\_\_\_, which Contract and the specifications for said work shall be  
 deemed a part hereof as fully as if set out herein;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if said  
 principal and all subcontractors to whom any portion of the work provided for in said contract is sublet  
 and all assignees of said principal and of such subcontractors shall promptly make payment for all  
 material furnished, labor supplied or performed, rental for equipment employed, and services rendered by  
 public utilities in or in connection with the prosecution of the work, whether or not the said material,  
 labor, equipment or services enter into and become component parts of the work or improvement  
 contemplated in said contract, or in any amendment or extension of or addition of said Contract, then the  
 above obligation shall be void; otherwise to remain in full force and effect. PROVIDED, HOWEVER,  
 that this bond is subject to the following conditions and limitations.

It is further understood and agreed that the principal shall guarantee for a period of one (1) year  
 from completion date of the Contract against defects in workmanship or materials in accordance with the  
 terms of the Contract.

All persons who have performed labor, rendered services or furnished materials or machinery,  
 shall have a direct right of action against the principal and surety on this bond, which right of action shall  
 be asserted in proceeding instituted in the State in which such labor was performed, services rendered or  
 materials furnished (or where labor has been performed, services rendered or materials furnished under  
 said Contract in more than one State, then in any such State). Insofar as permitted by the laws of such  
 State, such right of action shall be asserted in a proceeding instituted in the name of the Obligee to the use  
 and benefit of the person instituting such action and any or all other persons having claims hereunder, and  
 any other person having a claim hereunder shall have the right to be made a party to such proceeding (but  
 not later than one year after the complete performance of said Contract and final settlement thereof) and  
 to have such claim adjudicated in such action and judgment rendered thereon.

The surety shall not be liable hereunder for any damage or compensation recoverable under any  
 Workmen's Compensation or employer's liability statute.

In no event shall the surety be liable for a greater sum than the penalty of this bond, or subject to  
 any suit or proceeding thereon that is instituted later than one ( 1) year after the complete performance of  
 said Contract and final settlement thereof.

As used herein: The term "person" refers to any individual, firm or corporation who has furnished materials or machinery or public utility services to be used on or incorporated in the work or the prosecution thereof provided for in said Contract or in any amendment or extension of or addition to said Contract, and/or to any person engaged in the prosecution of the work provided for in said Contract, who is an agent, servant, or employee of the principal, or of any subcontractor, or of any assignee of said principal or of any subcontractor and also anyone so engaged who performs the work of a laborer or of a mechanic regardless of any contractual relationship between the principal and subcontractor or any assignee of said principal or of said subcontractor, and such laborer or mechanic, but shall not include office employees not regularly stationed at the site of the work.

The said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder of the specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

SIGNED, SEALED AND DELIVERED IN \_\_\_\_\_ ORIGINAL COUNTERPARTS THIS \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

Witness:

Individual Principals Sign Here:

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

\_\_\_\_\_  
Title \_\_\_\_\_ (Seal)  
\_\_\_\_\_

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

\_\_\_\_\_  
Title \_\_\_\_\_ (Seal)  
\_\_\_\_\_

ATTEST:

By \_\_\_\_\_

Title \_\_\_\_\_

Corporation Principal Sign Here:

By \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_  
Title \_\_\_\_\_ (Seal)  
\_\_\_\_\_

Surety Sign Here:

By \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_  
Title \_\_\_\_\_ (Seal)  
\_\_\_\_\_

**MAINTENANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_  
 as principal and \_\_\_\_\_  
 as sureties are held and firmly bound unto the Borough OF NARBERTH its certain attorney, successors,  
 or assigns (hereinafter called the OBLIGEE) in the penal sum of \_\_\_\_\_  
 \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), (Twenty-five percent (25%) of the total  
 Contract price up to \$200,000; plus 10% above \$200,000) lawful money of the United States, for the  
 payment of which sum will and truly to be made, we bind ourselves, our heirs, personal representatives,  
 successors and assigns, jointly and severally, firmly by these presents;

WHEREAS, said principal has entered into a certain contract with said OBLIGEE, dated  
 \_\_\_\_\_, (hereinafter called the Contract), for \_\_\_\_\_  
 \_\_\_\_\_, which Contract and the specifications for said work shall be  
 deemed a part hereof as fully as if set out herein;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if said  
 principal and all subcontractors to whom any portion of the work provided for in said contract is sublet  
 and all assignees of said principal and of such subcontractors shall promptly remedy without cost to the  
 said Owner any defects which may develop during a period of two (2) years from the date of completion  
 and acceptance of the work performed under said Contract, provided such defects, in the judgment of the  
 Owner or its successor having jurisdiction in the premises, are caused by defective or inferior materials or  
 workmanship, then this part of this obligation shall be void; otherwise to remain in full force and effect.  
 PROVIDED, HOWEVER, that this bond is subject to the following conditions and limitations.

It is further understood and agreed that the principal shall guarantee for a period of two (2) years  
 from completion date of completion, approval and acceptance of the entire work in accordance with the  
 terms of the Contract. It is further agreed that any alterations which may be made in the terms of the  
 Contract or in the work to be done or materials to be furnished or labor to be supplied or performed under  
 it or the giving by the Owner of an extension of time for the performance of the Contract or any other  
 forbearance on the part of either the Owner or the Principal to the other shall not in any way release the  
 Principal and the Surety or Sureties, or either or any of them, their heirs, executors, administrators,  
 successors or assigns, from their liability hereunder, notice to the Surety or Sureties of any such  
 alterations, extension or forbearance being hereby waived.

The Principal and Surety hereby jointly and severally agree with the obligee herein that every  
 person, co-person, co-partner, association or corporation who, whether as subcontractor or otherwise has  
 furnished material or supplied or performed labor in prosecution of the work as above provided and who  
 has not been paid therefor, within 90 days after the day on which any such claimant performed that last of  
 such labor or furnished the last of the materials for which he claims payment may sue in assumpsit on this  
 bond in his own name and prosecute the same to final judgment for such sum or sums as may be justly  
 due him, them or it and have execution on the judgment; provided, however, that the Owner shall not be  
 liable for the payment of any costs or expense of any such suit Recovery by any person, co-partnership,  
 association or corporation who, whether as subcontractor otherwise, has furnished material or supplied or  
 performed labor in prosecution of the work as above provided and has not been paid therefore, within 90  
 days after the day on which any such claimant performed the last of such labor or furnished the last of the  
 materials for which he claims payment may sue in assumpsit on this bond in his own name and prosecute  
 the same to final judgment for such sum or sums as may be justly due him, them or it and have execution

on the judgment provided, however, that the Owner shall not be liable for the payment of any costs or expenses of any such suit.

The right of a claimant who is a subcontractor of a subcontractor of the Principal who has no contractual relationship express or implied, with the Principal may bring an action on this bond, as herein provided, only if he has given written notice in accordance with Act 385 of the 1967 Session of the Pennsylvania Legislature to the Principal within 90 days from the date on which the claimant performed tile last of the labor or furnished the last of the materials for which he claims payment, stating with substantial accuracy the amount claimed and the name of the person for whom the work was performed or to whom the material was furnished. Recovery by any person, co-partnership, association or corporation hereunder shall be subject to the provisions of the Act No. 385 of the 1967 Session of the Pennsylvania Legislature to the same extent as if said provisions were fully incorporated in the bond.

It is further agreed that in accordance with Section 6 Act No. 385 of 1967 Session of the Pennsylvania Legislature, that the Owner shall supply a certified copy of his Bond and the Contract set forth above, to any person filing an affidavit that he has a claim hereunder, is a defendant on a claim hereunder, or is the surety, upon payment of a certification fee to the Owner. Any action commenced on or arising from this Bond shall not be a bar to any subsequent actions that may arise as a result of the Contract set forth above, or otherwise.

SIGNED, SEALED AND DELIVERED IN \_\_\_\_\_ ORIGINAL COUNTERPARTS THIS \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

Witness:

Individual Principals Sign Here:

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

\_\_\_\_\_  
Title \_\_\_\_\_ (Seal)  
\_\_\_\_\_

ATTEST:

By \_\_\_\_\_  
Title \_\_\_\_\_

\_\_\_\_\_  
Title \_\_\_\_\_ (Seal)

Corporation Principal Sign Here:

By \_\_\_\_\_  
Title \_\_\_\_\_

\_\_\_\_\_  
Title \_\_\_\_\_ (Seal)

Surety Sign Here:

By \_\_\_\_\_  
Title \_\_\_\_\_

\_\_\_\_\_  
Title \_\_\_\_\_ (Seal)

**CERTIFICATE OF INSURANCE**

This is to certify to the Borough of Narberth (hereinafter referred to as Borough) that the following described policies in force at this date have been issued by:

Name of Insuring Company \_\_\_\_\_

Name of Insured \_\_\_\_\_

Address \_\_\_\_\_

(hereinafter referred to as CONTRACTOR) covering work to be done for the Borough as follows:

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

Contract No.: \_\_\_\_\_ Contract Date: \_\_\_\_\_

Description of work and locations where work is to be done: \_\_\_\_\_

\_\_\_\_\_

Policy No.: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Type of Insurance

**A- Workmen's Compensation** Provided by Workmen's Compensation Law, State of \_\_\_\_\_

<b>B - Comprehensive General Liability, including: Bodily Injury</b>	Each person	\$ _____	Each occurrence	\$ _____
--	-------------	----------	-----------------	----------

(1) Contractor's Liability	Each occurrence	\$ _____	Aggregate	\$ _____
----------------------------	-----------------	----------	-----------	----------

(2) SCU hazards of explosion, blasting collapse and underground	Each person	\$ _____	Each occurrence	\$ _____
	Each occurrence	\$ _____	Aggregate	\$ _____

(3) Contractual Liability	Each person	\$ _____	Each occurrence	\$ _____
	Each occurrence	\$ _____	Aggregate	\$ _____

(4) Contractor's Protective Liability	Each person	\$ _____	Each occurrence	\$ _____
	Each occurrence	\$ _____	Aggregate	\$ _____

(5) Completed Operations	Each person	\$ _____	Each occurrence	\$ _____
	Each occurrence	\$ _____	Aggregate	\$ _____

<b>C - Comprehensive Automobile Liability, including:</b>	Each person	\$ _____	Each occurrence	\$ _____
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(1) Owned vehicles	Each person	\$ _____	Each occurrence	\$ _____
--------------------	-------------	----------	-----------------	----------

(2) Hired vehicle	Each person	\$ _____	Each occurrence	\$ _____
-------------------	-------------	----------	-----------------	----------

(3) Other Non-owned vehicles	Each person	\$ _____	Each occurrence	\$ _____
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Contractual liability agreement for coverage under B-(3) above.

CONTRACTOR further agrees to indemnify, hold harmless and defend Borough, its Engineer / Architect and employees, from and against any and all liability for loss, damage or expenses which Borough may suffer or for which Borough may be held liable by reason of injury (including death) to any person or damage to any property arising out of or in any manner connected with the operations to be performed under this contract, whether caused by accident or otherwise, and also any injury, including death, to any person or damage to any property that may occur after the work is completed provided that the claim arises out of the work that was performed by the CONTRACTOR whether or not due in whole or in part of any act, omission, or negligence of the Borough or any of its representatives or employees.

It is agreed by the insurance company that if the above policies be canceled or changed during the periods of coverage as stated herein, then notification prior to such cancellation or changes will be given in accordance with the policy provision.

\_\_\_\_\_  
(Name of Insurance Company)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Signature of Authorized Representative - in ink)

**NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR**

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

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

\_\_\_\_\_, 'being first duly sworn, deposes and says that:  
(Name of Subcontractor's Representative)

3. He is \_\_\_\_\_  
(Capacity of Subcontractor's Representative - i.e.: owner, partner, officer, agent, etc.)

of \_\_\_\_\_.  
(Name of Subcontractor)

4. He is fully informed respecting the preparation and contents of the Subcontractor's Proposal submitted by the Subcontractor to the Contractor (the Prime Bidder) for certain work in connection with the Contract of the Prime Bidder to which this affidavit pertains;

5. Such Subcontractor's Proposal is genuine and is not a collusive or sham proposal;

6. Neither the said Subcontractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with the Contractor to refrain from submitting a Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other Bidder, firm or person to fix the price or prices in said Subcontractor's Proposal or to fix any overhead, profit or cost element of the said Subcontractor's Proposal, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Borough to which the attached Bid is being submitted or any person interested in the proposed Contract; and

7. The price or prices quoted in the Subcontractor's Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Subcontractor or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Subscribed and sworn to before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(Name of Subcontractor)

\_\_\_\_\_  
(Signature of Notary)

\_\_\_\_\_  
(Signature of Subcontractor's Representative)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title of Subcontractor's Representative)

**CONTRACTOR'S RELEASE**  
(TO BE COMPLETED AFTER CONSTRUCTION)

KNOW ALL MEN BY THESE PRESENTS THAT: \_\_\_\_\_  
("Contractor") of \_\_\_\_\_ County and State of \_\_\_\_\_  
does hereby acknowledge that he has received this day of \_\_\_\_\_ and from the Borough of Narberth ("Owner")  
the sum of ONE DOLLAR (\$1.00) and other valuable consideration in full satisfaction and payment of all  
sums of money owing payable and belonging Contractor by any means whatsoever, for on account of a  
certain agreement hereinafter called the CONTRACT, between the said Owner and Contractor,  
dated \_\_\_\_\_, for the following: \_\_\_\_\_.

NOW THEREFORE, the said Contractor (for myself, my heirs, executors and administrators) (for  
itself, its successors and assigns) do by these presents remise, release, quit-claim and forever discharge the  
said Owner, its successors and assigns, of and from all claims and demands arising from or in connection  
with the said CONTRACT, and of and from all, and all manner of action and actions, cause and causes of  
action and actions, suits, debts, dues, duties, sum and sums of money, accounts, reckonings, bonds, bills,  
specialties, covenants, contracts, agreements, promises, variances, damages, judgments, extents  
executions, claims and demand, whatsoever, in law or equity, or otherwise which against the said Owner,  
its successors and assigns, ever had, now have, or which (I, my heirs, executors, or administrators) (it, its  
successors and assigns) hereafter can, shall or may have, for upon or by reason of any matter, cause or  
thing whatsoever, from the beginning of the work to the date of these presents.

SIGNED, SEALED AND DELIVERED IN \_\_\_\_\_ ORIGINAL COUNTERPARTS THIS  
\_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

Witness:

Individual Principals Sign Here:

\_\_\_\_\_

\_\_\_\_\_

Title \_\_\_\_\_ (Seal)

\_\_\_\_\_

\_\_\_\_\_

Title \_\_\_\_\_ (Seal)

ATTEST:

By \_\_\_\_\_

\_\_\_\_\_

Title \_\_\_\_\_

Corporation Principal Sign Here:

By \_\_\_\_\_

\_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_ (Seal)

**STATEMENT OF SURETY COMPANY  
(TO BE COMPLETED AFTER CONSTRUCTION)**

IN ACCORDANCE with the provisions of the CONTRACT, dated \_\_\_\_\_ between the Borough of Narberth (“Owner”) and \_\_\_\_\_ (“Contractor”), the \_\_\_\_\_ (“Surety”), SURETY on the Material and Labor Payment BOND after a careful examination of the books and records of said CONTRACTOR or after receipt of an affidavit from CONTRACTOR, which examination of affidavit satisfies SURETY that all claims for labor and materials have been satisfactorily settled, hereby approved of the final payment to the said CONTRACTOR and by these presents witnesseth that payment to the CONTRACTOR of the final estimates shall not relieve SURETY of any of its obligations to Owner as set forth in the said SURETY COMPANY’S BOND.

IN WITNESS WHEREOF, said SURETY has hereunto set its hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

ATTEST:  
(SEAL)

By \_\_\_\_\_  
President \_\_\_\_\_

NOTE: This statement, if executed by any person other than the President or Vice President of the Company, must be accompanied by a certificate of even date showing authority conferred upon the person so signing to execute such instruments on behalf of the Company represented.

**F. Special Conditions**

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**Section 1. Time for Completion / Contract Term**

1. The work which the Contractor is required to perform under this Contract shall be commenced at the time stipulated by the owner written notice "Notice to Proceed". Upon receipt of this "Notice to Proceed" the Contractor shall commence work on the construction. This work shall be fully completed within 90 consecutive calendar days thereafter.
2. In the event that weather conditions prevent the completion of this contract within the time limits stipulated above, a change order will be made extending the time for completion. The Contractor will not be given additional compensation because of such extension of time of completion.
3. The construction period will take place during the winter months. As such, any and all provisions for cold weather protection must be included in the base bid.
4. In the event there is a delay in the work required under this Contract caused by delays on the part of the Borough of Narberth to complete work under their jurisdiction, additional time will be allowed for completion. The number of additional working days allowed in this event will be determined by the Engineer / Architect. The Contractor will be notified in writing of any such extension to the required time of completion. The Contractor will not be given additional compensation because of such extension of time of completion.

**Section 2. Proposed Project Schedule**

1. The following is the proposed project schedule. Dates are subject to change and are contingent on award and contract execution.

Award by Borough of Narberth	November 09, 2015
Notice of Award	November 10, 2015
Contractor to submit his bonds, etc within 10 calendar days after Notice of Award	November 20, 2015
Notice to Proceed / PreConstruction Meeting	December 2015
Construction Term	December 2015 to March 2015

**Section 3. Preconstruction and Progress Meetings**

1. The selected Contractor will be required to attend a pre-Construction and progress construction meetings at the construction site and/or office of the Borough. The Engineer / Architect and Borough's representative will be present to advise, inform and answer questions relative to the Progress Schedule, construction operations, and procedural requirements so that the Contractor can more easily meet the obligations of the Contract. The date of the Pre-Construction meeting will be set after the project has been awarded. Progress construction meetings shall be held bi-weekly (every 2 weeks), and more or less frequently, as required by the Engineer / Architect.

**Section 4. Progress Schedule**

1. The Contractor shall submit for approval immediately after execution of the Agreement, a carefully prepared Progress Schedule, showing the proposed dates of starting and completing each of the various sections of the work, the anticipated monthly payments to become due the Contractor, and the accumulated percent of progress each month. The schedule shall be updated, as requested by the Engineer / Architect.

**Section 5. Identification and Work Hours**

1. The Contractor shall allow only authorized persons on the site of the work area at any time. All contract work shall be performed by employees of the Contractor or by employees of an approved Subcontractor.
2. No work shall be performed on the job between the hours of 4:00 PM and 7:00 AM from Monday through Friday, nor at any time on Saturdays, Sundays, or legal holidays without specific approval by Borough representative. Contractors desiring to obtain permission to work on holidays shall request approval at least 24 hours prior to the day it is proposed to work.

**Section 6. Communications**

1. All notices, demands, requests, instructions, approvals, proposals and claims must be in writing.
2. Any notice to or demand upon the Contractor shall be sufficiently given if delivered at the office of the Contractor stated on the signature page of the Agreement (or at such other office as the Contractor may from time to time designate in writing to the Borough), or if mailed in a sealed, postage prepaid envelope addressed to such office.
3. All papers required to be delivered to the Borough shall, unless otherwise specified in writing to the Contractor, be delivered to Narberth Borough, 100 Conway Ave, Narberth, PA 19072 and any notice to or demand upon the Borough shall be considered sufficiently given if so delivered, or if mailed in a

sealed, postage prepaid envelope to the Borough or to such other address as the Borough may subsequently specify in writing to the Contractor for such purpose.

4. Any such notice shall be deemed to have been given as of the time of actual delivery or, in the case of mailing when the same should have been received in due course of post.

#### **Section 7. Job Offices**

1. The Contractor and his Subcontractors may maintain such office and storage facilities on the site as are necessary for the proper conduct of the work. These shall be located so as to cause no interference to any work to be performed on the site. The Borough shall be consulted with regard to locations, if applicable.
2. Upon completion of the Improvements, or as directed by the Borough, the Contractor shall remove all such temporary structures and facilities from the site, same to become his property, and leave the site of the work in the condition required by the Contract.

#### **Section 8. Work to be Done by Others**

1. Work to be done by others includes the following:
  - a. Relocate existing equipment at northwest corner of Community Building, as described on Drawing A0
  - b. Removal of existing trees, as shown on Drawing A0
  - c. Special code required inspections
  - d. Geotechnical engineering and testing
2. The Contractor is responsible for maintaining local traffic throughout the duration of construction.

#### **Section 9. Preconstruction Documentation**

1. Prior to the commencement of any work or the mobilization of any equipment or materials, the Contractor must obtain the services of a qualified professional to photograph and/or video tape the existing conditions within and adjacent to the Project Area to establish the pre-construction conditions of the area, so a determination of the required restoration can be made upon completion of the project. High quality color DVDs shall be used. Two (2) copies shall be presented to the Engineer prior to the commencement of onsite activities.
1. The photos and/or video, as a minimum, shall show the entire cartway from curb to curb, all intersecting streets for a minimum of 100-feet from the primary road, all curbing and sidewalk (in detail) on both sides of the primary road and intersecting streets, and all features with 15-feet beyond the face of the curb when the storm sewer is within the cartway, and 25-feet from the centerline of the sewer when the sewer is located outside the cartway.

#### **Section 10. Liquefied Damages**

1. There are no liquefied damages.

#### **Section 11. Submittals**

1. Contractor shall prepare submittals (product data, shop drawings, samples, etc) as indicated for review and approval by the Architect / Engineer prior to purchase and/or installation.
2. Unless otherwise specifically provided for in the Contract Documents, all workmanship, equipment, materials, and articles incorporated in the work shall be new and the best grade of the respective kinds

for their purpose. Where equipment, materials, articles, or workmanship are referred to in the Contract Documents as "Equal To" any particular standard, the Engineer shall decide the equality.

3. Review each submittal and check for coordination and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect / Engineer. Highlight, encircle, or otherwise specifically identify deviations from the Contract Documents on submittals.
4. Architect / Engineer will review each submittal, make marks to indicate corrections or modifications required, and return it. Architect / Engineer will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken.
5. Contractor shall allow enough time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Engineer's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals. Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect / Engineer will advise Contractor when a submittal being processed must be delayed for coordination.



**G. Drawing List**

The Contract Drawings include the following:

Drawing No.	Description
CS	Cover Sheet
A0	Site Plan and Outline Specifications
A1	Terrace Plan
A2	Elevations
A3	Details
A4	Details
E1	Power and Lighting Plan
S0.1	Structural Notes
S0.2	Structural Notes
S1	Soil Removal Plan, Retaining Wall Elevations
S2	Structural Details