

**Chartiers Township
2 Buccaneer Drive
Houston, PA 15342
724-745-3415**

INSTRUCTIONS TO BIDDERS

Summer Road Maintenance Materials Specifications and Bid Form

RECEIPT AND OPENING OF PROPOSALS

The Board of Supervisors invites and will receive Proposals (i.e., “bids) on the forms attached hereto at the office of the Township Manager until 12:00 P.M. on Tuesday July 6, 2010.

Bids will be publicly opened at noon and read aloud on Tuesday, July 6 at 12:01 P.M. in the Township Municipal Meeting Room, 2 Buccaneer Drive Houston, PA 15342, and will be acted upon by the Board of Supervisors at the regular board meeting at 7:00 P.M. Tuesday July 6, 2010 in the Township Municipal Building Meeting Room at the address above. Bids must be sealed and addressed to Samuel R. Stockton, Manager.

TERM OF CONTRACT

The term of this Contract will be for a one (1) year period beginning upon July 6, 2010 and ending July 5, 2011

PREPARATION AND SUBMISSION OF PROPOSAL

All proposals (i.e., “bids”) must be prepared and signed by the bidders on the form attached hereto. If submitted by a

corporation, the bid must be signed by an officer of the corporation or by other persons authorized by resolution of the Board of Directors.

All bids must be legibly written in ink or typewritten. Proposed quantities must be written in both words and figures. In the event of a discrepancy or error, the unit prices and quantities as written out in words shall govern.

BID BOND

Each bid must be accompanied by a certified check, cashiers check, or Bid Bond in the amount of ten percent (10%) of the total bid for service payable to Chartiers Township as guarantee that if the bid is accepted, the bidder will execute the Contract within ten (10) days of its award. The Bid Bond or approved deposit will be returned to the successful bidder upon signing of the Contract and posting the Performance Bond.

The Bid Bond of the lowest three (3) bidders will be held until the Contract is executed. If the bid has not been selected within sixty (60) days of the opening of bids, securities will be returned upon demand of any bidder at any time thereafter, provided that he has not been notified of the acceptance of his bid.

Each bid must also be accompanied by a Certificate of Insurance evidencing the coverages set forth in the Contract Specifications. In lieu of the Certificate, the bidder may submit evidence satisfactory to the Township that, in the event that award of the

contract is made to him, the required coverages would be in place before execution of the Contract.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder his address, and plainly marked “Summer Road Materials Bid”. If forwarding by mail, the envelope shall be addressed as specified in the bid. The Board of Supervisors reserves the right to reject any bid not prepared and submitted in accordance with the provisions hereof, to waive any irregularities, and reject any and all bids. Conditional bids will not be accepted.

PERFORMANCE BOND

The selected bidder shall have ten (10) days after notification of acceptance of the bid to deliver to the Township a one (1) year Performance Bond in the amount of the contract or an irrevocable letter of credit payable to the Township in the amount of the contract. Said Bond is to be executed by surety or banking institution satisfactory to the Township, guaranteeing both the faithful performance of the Contract and the due payment of all lawful claims for all labor, material and equipment used in the work.

EFFECTIVE DATE– This Contract shall become effective on the day of execution. Successful bidders shall provide bid materials in a timely manner upon order for materials from an authorized representative of the Township.

BREACH OF CONTRACT-

If the Contractor fails to perform, or to perform in a satisfactory manner, the Township shall have the right to demand in writing adequate assurance from the Contractor that steps have been or are being taken to rectify the situation. The Contractor must within seven (7) days of receipt of such demand return to the Township a written statement that explains reasons for non-performance or delayed, partial or substandard performance during that period and any continuation thereof. The Contractor also has available to him the option to appear with an explanation before the Township. Upon receipt of the Contractor's statement or the failure of the Contractor to submit one, the Township may, except under the conditions Force Majeure, terminate this Contract with a majority vote of the Board of Supervisors and, as its sole remedy, make demands under the terms of the Performance Bond.

MATERIAL SPECIFICATIONS

All bid materials must be PA DOT approved. Any materials proven to be other than PAT DOT approved will be rejected and may cause the bid to be null and void.

ALL BIDS MUST BE BID AT THE PICKED UP PRICE.

ASSIGNMENT OF CONTRACT

No assignment of the Contract or any right accruing under this Contract shall be made in whole or in part by the Contractor without the express written consent of the Township, which consent shall not be unreasonably withheld. The delegation of any contract duties will require the written consent of the Surety as such delegation will not relieve the Contractor of his Surety of any liability and/or obligation to perform. In the event of any delegation of a duty, the delegate shall assume full responsibility and liability for performance of that duty with affecting the Contractor's liability.

CHANGE OF OWNERSHIP

1. In the event that the Contractor's business assets are sold, the Township maintains the right to hold the original owner solely

liable. If however, the Township determines that the new ownership can adequately and faithfully render the services called for in this Contract for the remaining term of the Contract, then the Township may elect to execute a novation, allowing the new ownership to assume the rights and duties of this Contract and releasing the previous ownership of all obligation and liability. The new ownership would then be solely liable for any work and/or claims attendant to this Agreement.

CONTRACTOR TO MAKE EXAMINATIONS

Bidders shall inform themselves of all conditions under which the material(s) must be PICKED UP and all other relevant matters that may affect both the quantity and quality of materials needed thereon. The bidder shall make his own determinations as to conditions and shall assume all risk and responsibility and shall complete the work in and under conditions he may encounter or create, without extra cost to the Township. The bidder agrees that if he should execute the Contract, he shall make no claim against the Township because of estimates or statement made by any officer or agent of the Township, which may prove to be in any respect erroneous. The failure or omission of any bidder to receive or examine any form, instrument, addendum or other document shall in no way relieve him of any obligations with respect to his bid or to the Contract. The Township Manager shall make all such documents available to the bidders.

QUALIFICATIONS AND COMPETENCY OF BIDDERS

- A. Where the bidder is a corporation, evidence that the bidder is in good standing under the laws of the State of Pennsylvania. In the case of corporations organized under the laws of any other state, evidence that the bidder is licensed (or is capable of being licensed) to do business and is good standing under the laws of the State of Pennsylvania, or a sworn statement that it will take all necessary action to become so licensed if its bid is accepted.**

SCOPE OF CONTRACT

Effective Date – This Contract shall become effective on the day of execution. Contractor shall begin the service as set out by this Agreement.

Term – The term of this Contract shall be for one (1) year. The parties agree that by their mutual consent, each expressed in writing and received at least sixty (60) days before the termination of the current term that this Contract may be extended for an additional period of ninety (90) days upon the same terms and conditions as set forth in this Contract.

Exclusive Right – The Township, as grantor, grants the Contractor, as grantee, the exclusive right during the term of the contract. The Township covenants that during the term of this Contract, it will not engage other individuals or itself

become involved in the purchase of materials or other similar activity.

Compliance with Applicable Laws – The parties to this Contract agree that the laws of the Commonwealth of Pennsylvania shall govern the validity, construction, and interpretation of this Contract. The Contractor shall conduct the supply and delivery of bid materials in this Contract in compliance with all Federal and State regulations and laws. This Contract and the work to be described herein is also subject to the provisions of all pertinent municipal ordinances which are hereby made a part hereof with the same force and effect as if specifically set out herein.

Bankruptcy – “Insolvent” for the purposes of this clause shall mean a party’s inability to pay its debts as they mature. A party’s insolvency or voluntary or involuntary bankruptcy, shall not constitute prospective unwillingness and/or inability to perform nor a repudiation of this agreement unless the party fails to give a timely and adequate assurance of its ability to perform. Until such assurances are received, the demanding party may suspend, if commercially reasonable, any performance on its part unless already paid for. If the party is unable to give adequate assurance, the other party may terminate the Contract with thirty (30) day notice.

Assumption of this Contract by a bankrupt debtor’s trustee

shall initially give rise only to a reasonable sense of insecurity and shall not operate as automatic repudiation, prospective unwillingness to perform, or a Breach of the Contract where the Contractor is in the process of a voluntary or involuntary bankruptcy.

The Township shall not be bound to the Contract by an insolvent Contractor's trustee or receiver.

In the event of a Contractor's bankruptcy, the Township will have the same remedies as provided for Breach of Contract.

Force Majeure – Neither the Contractor nor the Township may be liable for the failure to perform their duties nor for any resultant damage, loss, etc., if such failure is caused by a catastrophe, riot, war, governmental order or regulation, strike, fire, accident, act of God or the similar or different contingency beyond the reasonable control of the Contractor or Township.

Arbitration or Award – Any controversy or claim arising out of or in relation to this Agreement, or breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association. Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

Waivers – A waiver by either party of any breach or any provisions hereof shall not be taken or held to be a waiver of

any succeeding breach of such provision or as a waiver of any provision itself. No payment or acceptance of compensation for any period subsequent to any breach shall be deemed a waiver of any provision itself. No payment or acceptance of compensation for any period subsequent to any breach shall be deemed a waiver of any right or acceptance of defective performance. Where the condition to be waived is a material part of the Contract such that its waiver would affect the essential bargains of the parties, the waiver must be supported by consideration and take the form of a Contract modification as provided for elsewhere in the section.

Joint and Several Liability – If the Contractor is comprised of more than one individual, corporation or other entity, each of the entities comprising the Contractor shall be jointly and severally liable.

Binding Effect – The provisions, covenants and conditions in this Contract apply to bind the parties, their legal heirs, representatives, successors and assigns.

SERVICE, OPERATIONS AND PERFORMANCE

A. Service Provided

All designated material(s) shall be **Available** in a timely manner upon notification from an authorized official of Chartiers Township.

NOTICES

A letter properly addressed and sent by mail, (certified mail or registered mail) to any party at the addresses provided below shall constitute sufficient notice whenever written notice is required for any purpose of the agreement. Notice will be considered sent either when received at the appropriate address or deposited in the United States Mail.

Bidder must enter business address on line below

Address for Notices to the:

Township of Chartiers:

2 Buccaneer Drive

Houston, PA 15342

Address for Notices to Contractor:

Address

(Bidder complete above)

BID FORM
ALL MATERIALS BID ARE TO BE AT THE PICKED-UP PRICE
ALL MATERIALS ARE TO BE PA DOT APPROVED

Bidder's Signature Line at Bottom of Page

Company Name		Business Address and Phone Number	
Bituminous Surfacing Material	Amount	Picked up Bid Price Per Unit	Total Bid Price
Superpave 9.5 mm Fine Graded (Fine Graded ID-2)	350 Tons		
Superpave 9.5 mm Wearing Course	350 Tons		
Superpave 19.0 mm Wearing Course (Typical ID-3 Wearing Course)	350 Tons		
Superpave 19.0 mm Binder Course (Typical ID-2 Binder Course)	250 Tons		

Bidder Signature _____

Signature Page

IN WITNESS WHEREOF, We the contracting parties, by our duly authorized agents, hereto affix our signatures and seals at

_____,
_____ as of this _____, day of
_____, 20_____.

Township of Chartiers

BY:

ATTEST:

(SEAL)

Contractor

BY:

ATTEST:

**CHARTIERS TOWNSHIP
SUMMER MATERIALS CONTRACT**

BID FORM

Name of Bidder:

Address:

Telephone Number:

Fax Number:

Signature

Name/Title

Date:

Title:
