

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

## **INSTRUCTIONS TO BIDDERS**

### **Arnold Park Field Fencing Bid**

#### INVITATION TO BIDDERS

The Chartiers Township Board of Supervisor will accept sealed bids until 3:00 p.m. on Monday, January 25, 2021 at the Chartiers Township Municipal Building, 2 Buccaneer Drive, Houston PA 15342 to install approximately 1,000' of fencing and gates around the Arnold Park Field Project. Bids are to be opened and read aloud immediately following that time. Bid documents are available at the Chartiers Township Municipal Building at the above address. The bids are expected to be acted the Tuesday, January 26, 2021 meeting of the Chartiers Township Board of Supervisors to be held in the Township Municipal Building at the address above at 5:00 p.m. Bids must be sealed. Bidders are encouraged to schedule an appointment to inspect the field by contacting the Township Office: 724-745-3415.

#### PREPARATION AND SUBMISSION OF PROPOSAL

All 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 or managing member of an LLC. All bids must be legibly written in ink or typewritten. Proposed bid amount must be written in both words and figures. In the event of a discrepancy or error, the bid amount as written out in words shall govern.

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.

#### QUESTIONS REGARDING BID DOCUMENTS

In general, no answer will be given to prospective Bidders in reply to an oral question if the question involves an interpretation of the intent or meaning of the Contract Documents, or the equality or use of products or methods other than those designated or described in the specifications. To receive consideration, any question, inquiry or request for interpretation or clarification shall be submitted to the Township Manager, in writing (email is acceptable) at least ten (10) calendar days prior to the advertised date for received of bids. The Township will review

all such questions or requests and may issue Addenda, which will become part of the Contract Documents, to provide interpretation, clarification or to answer issues or question raised, which in the opinion of the Township, require formal responses. Copies of all Addenda will be delivered or sent, prior to the advertised date for receipt of bids, to all prospective Bidders known to have received the Contract Documents.

### 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 be submitted in a sealed envelope bearing on the outside the name of the bidder his address, and plainly marked "Field Fencing Bid" and addressed to Jodi L. Noble, Township Manager. 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.

### AWARD

The Township reserves the right to reject all bids; to waive any informality, non-material change or clarification in any part or provision of the submitted Contract Documents; or to accept any bid, should the Township determine that it is in its best interest to do so. The Township's decision on the qualification of any Bidder or the adequacy, responsiveness, propriety or timeliness of the bid and/or its decision to reject any or all bids or shall be final. The Township may, solely at its own discretion award the Contract to the lowest responsive and responsible Bidder within sixty (60) calendar days of the bid opening. A time extension may be made by the written mutual consent of the Township and the lowest responsible Bidder.

All bids will remain open for acceptance by the Township for sixty (60) calendar days after the bid opening. In the event a Bidder fails, refuses or neglects to provide any requested information or documents within the time stated in the Contract Documents or any other request of the Township, the Township will have the right to reject its bid as non-responsive.

## EFFECTIVE DATE

This Contract shall become effective on the day of execution. The Notice to Proceed will be made by letter mailed to the awarded Bidder. The Township will endeavor to issue the Notice to proceed within sixty (60) days of the bid opening and thirty (30) calendar days after bid award. Any delays caused by the awarded Bidder's failure to provide any required documents within the specified time frames shall extend this time frame by an equal number of days. The awarded Bidder will commence work immediately upon issuance of the Notice to proceed. The awarded Bidder should not order materials or equipment or make any financial commitments concerning this contract until receiving the Notice to Proceed. Awarded Bidders that do work or prepare to do work prior to receiving the Township's Notice to Proceed are proceeding at their own risk.

## BREACH OF CONTRACT-

If the Contractor fails to perform, or to perform in an unsatisfactory 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.

## SCOPE OF WORK

Installation of approximately 1,000 feet of 72 inch (6 foot) high, galvanized chain-link fence around the Arnold Park field, which shall include:

- 9 gauge galvanized chain-link fence with two (2") inch mesh, or equivalent;
- 1 5/8 WT20 Tubing top rail and bracing or equivalent;
- 2" x 8' WT20 Tubing line posts or equivalent
- 4" x 9' WT40 Tubing gate post
- One (1) 72" x 6' minimum 1 5/8 WT40 Tubing double swing gates, or equivalent
- Two (2) 72" x 4' minimum 1 5/8 WT40 tubing single swing gates, or equivalent

The Contract Documents constitute the entire agreement between the Bidder and the Township. Any verbal statements made by either party, or agents claiming to represent either party are to be considered of no effect whatsoever. Any changes must be agreed upon by Bidder and Township in writing.

## SUBSTITUTIONS

All bid materials must be as specified. Any materials proven to be other than specified will be rejected and may cause the bid to be null and void.

No substitutions will be considered prior to receipt of bids unless written request has been received 5 days in advance of bid opening. Such requests shall include the name of the material for which it is to be substituted and a complete description of the proposed substitution, including information necessary to evaluate the proposed substitution is equal or better in functionality to the material or work described above. The burden of proof of the merit of the proposed substitution is on the proposer.

ALL BIDS MUST BE BID AT THE DELIVERED PRICE TO THE TOWNSHIP.

## 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

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 delivered 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 statements 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

Each Bidder must be regularly engaged in, and have at least five (5) years of experience in performing the type of work required for this Contract. No award will be made to any Bidder who cannot warrant, and upon request cannot demonstrate, that it possesses the knowledge, experience, skill, capital, licenses, permits, patents and/or personnel necessary to satisfactorily enable it to complete the work successfully.

### 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.

#### 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

### Service Provided

All designated material(s) shall be delivered 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.

Address for Notices to the Township of Chartiers:

2 Buccaneer Drive  
Houston, PA 15342

Address for Notices to Contractor:

Bidder must enter business address on line below

Address

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(Bidder complete above)

Chartiers Township  
2 Buccaneer Drive  
Houston, PA 15342

**BID FORM**  
**ALL ITEMS BID ARE TO BE AT DELIVERED PRICE**

Bidder's Signature Line at Bottom of Page

Company Name	Bid Item Description	BID COLUMN (Bid Amounts)
Address  Phone:  Email:	Total Base Bid	

TOTAL BASE BID:

\_\_\_\_\_ Dollars and \_\_\_\_\_ cents.  
(Words)

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

Bidder's 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

Arnold Park Field Fencing

BIDDER INFORMATION FORM

Name of Bidder:

\_\_\_\_\_

Address:

\_\_\_\_\_

\_\_\_\_\_

Telephone Number:

\_\_\_\_\_

Fax Number:

\_\_\_\_\_

Signature

\_\_\_\_\_

Name/Title

\_\_\_\_\_

Date:

\_\_\_\_\_

Title:

\_\_\_\_\_