

Edgmont Township, Delaware County, Pennsylvania

INVITATION TO BIDDERS

Edgmont Township Barn Renovation & Maintenance Repair Project

Small Driveway located 700 feet West of West Chester Pike
& Adams Blvd, Newtown Sq., Pa., 19073.

Local Share Account Grant Contract # C000085516

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Edgmont Township

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**PLANS and Specifications prepared by Yerkes Assoc., Inc and Aeon
Architecture; dated March 30, 2026, (10 sheets)**

Contractor to Provide at Bid Opening in Sealed Envelope

Bid Form Proposal: Including; Contractor's Schedule or Time Line

And Contractor's Equipment, Labor, Supervision Rate Schedule

Bid Bond

Non-Collusion Affidavit

Bidders Qualifications

Affidavit - Workman's Compensation Act

Public Works Employment verification Form (State of PA)

Nondiscrimination Sexual Harassment Clause

Contractor to Provide after Notice of Award

Form of Agreement
Performance Bond
Payment Bond
Maintenance Bond
Insurance Certificates
Consent of Surety to Final Payment

Basic Scope of Work

Edgmont Township accepting bids from Qualified contractors for Renovation, Maintenance and Structural Repair work on a 100-plus year old (47ft x 48ft) barn situated approximately 700 feet West of West Chester Pike & Adams Blvd, Newtown Sq., Pa., 19073.

This work includes structural repairs to (3) levels of the barn, main work items being: safe shoring plan; selective demolition; (8) steel columns and footings; “sistering” of several wood joists; replacement of rotted wood framing; overlay decking of floor; and stone wall repair. This is a Local Share Account Grant Project. Contract # C000085516

Intent of these Plans and Contract Documents Is Structural Restoration Only

It is the intent of these Plans and Contract Documents to make the necessary maintenance repairs and replacement of critical structural elements, restoring the barn to accommodate the intended loading conditions only.

IMPORTANT: It is NOT the intent of this project to bring the barn to full code-compliance. Future Phases shall be planned and implemented by Edgmont Township to achieve compliance consistent with the Township’s long range plans for the use & occupancy of the structure.

– End of Basic Scope of Work –

Instructions to Bidders

1. Defined Terms.

1.1. Terms used in these Instructions to Bidders which are defined in the Standard General Conditions of the Construction Contract (**EJCDC C-700, 2018 Edition**) have the meanings assigned to them in the Standard General Conditions.

1.2. The term "Bidder" means one who submits a Bid directly to Owner, as distinct from a sub-bidder, who submits a bid to a Bidder. The term "Successful Bidder" means the lowest, qualified, responsible and responsive Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award. The term "Bidding Documents" includes the Advertisement or Invitation to Bid, Instructions to Bidders, the Bid Form, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

2. Copies of Bidding Documents.

2.1. Complete sets of the Bidding Documents in the number and for the sum, if any, stated in the Advertisement or Invitation to Bid may be obtained from the Owner.

2.2. Complete sets of Bidding Documents must be used in preparing Bids; Owner assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.3. Owner in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

3. Qualifications of Bidders.

3.1. To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within five days of Owner's request written evidence, such as financial data, previous experience, present commitments and other such data as may be called for below (or in the Supplementary Instructions).

Each Bid must contain evidence of Bidder's qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the contract.

4. Examination of Contract Documents and Site.

4.1. It is the responsibility of each Bidder before submitting a Bid, to (a) examine the Contract Documents thoroughly, (b) visit the site to become familiar with local conditions

that may affect cost, progress, performance or furnishing of the Work, (c) consider federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work, (d) study and carefully correlate Bidder's observations with the Contract Documents, and (e) notify Owner of all conflicts, errors or discrepancies in the Contract Documents.

4.2. Reference is made to the Supplementary Conditions for identification of:

4.2.1. Those reports of explorations and tests of subsurface conditions at the site which have been utilized by Owner in preparation of the Contract Documents. Bidder may rely upon the accuracy of the technical data contained in such reports but not upon non-technical data, interpretations or opinions contained therein or for the completeness thereof for the purposes of bidding or construction.

4.2.2. Those drawings of physical conditions in or relating to existing surface and subsurface conditions (except Underground Facilities) which are at or contiguous to the site which have been utilized by Owner in preparation of the Contract Documents. Bidder may rely upon the accuracy of the technical data contained in such drawings but not upon the completeness thereof for the purposes of bidding or construction.

Copies of such reports and drawings will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the technical data contained therein upon which Bidder is entitled to rely as provided in Paragraphs 4.2.1 and 4.2.2 are incorporated therein by reference. Such technical data has been identified and established in the Supplementary Conditions.

4.3. Information and data reflected in the Contract Documents with respect to Underground Facilities at or contiguous to the site is based upon information and data furnished to Owner by owners of such Underground Facilities or others, and Owner does not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Supplementary Conditions.

4.4. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders on subsurface conditions, Underground Facilities and other physical conditions, and possible changes in the Contract Documents due to differing conditions appear in Paragraph 4.2 and 4.3 of the Standard General Conditions.

4.5. Before submitting a Bid, each Bidder will, at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests and studies and obtain any additional information and data which pertain to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

4.6. On request in advance, Owner will provide each Bidder access to the site to conduct such explorations and tests as each Bidder deems necessary for submission of a Bid. Bidder shall fill all holes, clean up and restore the site to its former condition upon completion of such explorations.

4.7. The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by Contractor. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by Owner unless otherwise provided in the Contract Documents.

4.8. The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

5. Interpretations and Addenda.

5.1. All questions about the meaning or intent of the Contract Documents are to be directed to Owner. Interpretations or clarifications considered necessary by Owner in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Owner as having received the Bidding Documents. Questions received less than five days prior to the date for opening of Bids may not be answered. Only questions answered by written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

5.2. Addenda may also be issued to modify the Bidding Documents as deemed advisable by Owner.

6. Bid Security.

6.1. Each Bid must be accompanied by Bid security made payable to Owner in an amount of **ten percent of the Bidder's maximum Bid** price and in the form of a certified or bank check or a Bid Bond (on form attached) issued by a surety meeting the requirements of Paragraph 5.1 of the Standard General Conditions. When alternate Bids are requested the Bidder need only to provide one Bid Bond for the maximum Bid alternative.

6.2. The Bid security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required contract security, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required contract security within fifteen days after the Notice

of Award, Owner may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of the seventh day after the Effective Date of the Agreement or the ninety-first day after the Bid opening, whereupon Bid security furnished by such Bidders will be returned. Bid security with Bids which are not competitive will be returned within seven days after the Bid opening.

7. Contract Time.

7.1. The number of days within which, or the dates by which, the Work is to be substantially completed and also completed and ready for final payment (the Contract Time) are set forth in the Bid Form and the Agreement.

8. Liquidated Damages.

8.1. Provisions for liquidated damages, if any, are set forth in the Agreement.

9. Substitute or "Or-Equal" Items.

9.1. The Contract, if awarded, will be on the basis of materials and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to Owner, application for such acceptance will not be considered by Owner until after the Effective Date of the Agreement. The procedure for submission of any such application by Contractor and consideration by Owner is set forth in **Section 6.05 of the Standard General Conditions** and may be supplemented in the General Requirements.

10. Subcontractors, Suppliers and Others.

10.1. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers and other persons and organizations (including those who are to furnish the principal items of material and equipment) to be submitted to Owner in advance of the specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within seven days after the Bid opening submit to Owner a list of all such Subcontractors, Suppliers and other persons and organizations proposed for those portions of the Work for which such identification is required.

Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, person, or organization if requested by Owner. If Owner after due investigation has reasonable objection to any proposed Subcontractor, Supplier, other person or organization, either may before the Notice of Award is given request the apparent Successful Bidder to submit an acceptable substitute without an increase in Bid price.

If apparent Successful Bidder declines to make any such substitution, Owner may award the contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers and other persons and organizations. The declining to make requested substitutions will not constitute grounds for sacrificing the Bid security of any Bidder. Any Subcontractor, Supplier, other person or organization listed and to whom Owner does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner subject to revocation of such acceptance after the Effective Date of the Agreement as provided in Paragraph 6.06 of the Standard General Conditions.

10.2. No Contractor shall be required to employ any Subcontractor, Supplier, other person or organization against whom Contractor has reasonable objection.

11. Bid Form.

11.1. The Bid Form is included with the Bidding Documents,

11.2. All blanks on the Bid Form must be completed in ink or type-written.

11.3. Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate official accompanied by evidence of authority to sign) and the corporation seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.

11.4. Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

11.5. All names must be typed or printed below the signature.

11.6. The Bid shall contain an acknowledgement of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).

11.7. The address and telephone number for communications regarding the Bid must be shown.

12. Submission of Bids.

12.1. Bids shall be submitted at the time and place indicated in the Advertisement or Invitation to Bid and shall be enclosed in an opaque sealed envelope, marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted) and name and address of the Bidder and accompanied by the Bid security and other required documents. If the Bid is sent through the mail or other delivery system the sealed envelope shall be enclosed in separate envelope with the notation "BID ENCLOSED" on the face of it.

12.2. When alternate Bids are requested, the Bidder may submit any or all Bids.

13. Modification and Withdrawal of Bids.

13.1. Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

13.2. If, within twenty-four hours after Bids are opened, any Bidder files a duly signed, written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid and the Bid security will be returned. Thereafter, that Bidder will be disqualified from further bidding on the Work to be provided under the Contract Documents.

14. Opening of Bids.

14.1. Bids will be opened and (unless obviously non-responsive) read aloud publicly. An abstract of the amounts of the base Bids and major alternates (if any) will be made available to Bidders after the opening of Bids.

15. Bids to Remain Subject to Acceptance.

15.1. All Bids will remain subject to acceptance for ninety days after the day of the Bid opening, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to that date.

16. Award of Contract.

16.1. Owner reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time or changes in the Work and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, nonresponsive, unbalanced or conditional Bids.

Also, Owner reserves the right to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

16.2. In evaluating Bids, Owner will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

16.3. Owner may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the Supplementary Conditions. Owner also may consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.

16.4. Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.

16.5. If the contract is to be awarded, it will be awarded to the lowest Bidder whose evaluation by Owner indicates to Owner that the award will be in the best interests of the Project. When alternate Bids are requested, the Owner reserves the right to select the alternate, regardless of which alternate is the lowest. The Bid will be awarded to the lowest Bidder for the selected alternate that is in the best interests of the Project.

16.6. If the contract is to be awarded, Owner will give the Successful Bidder a Notice of Award within ninety days after the day of the Bid opening.

17. Contract Security.

17.1. Paragraph 5.1 of the Standard General Conditions and the Supplementary Conditions set forth Owner's requirements as to performance and payment Bonds. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by the required performance and payment Bonds.

18. Signing of Agreement.

18.1. When Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within fifteen days thereafter Contractor shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner with the required Bonds. Within ten days thereafter Owner shall deliver one fully signed counterpart to Contractor. Each counterpart is to be accompanied by a complete set of the Drawings with appropriate identification.

19. Prebid Conference.

19.1. A pre-bid conference, if any, will be held at the time and place as indicated in the Invitation to Bid. Representatives of Owner will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference. Owner will transmit to all

prospective Bidders of record such Addenda as Owner considers necessary in response to questions arising at the conference.

20. Sales and Use Taxes.

20.1. The Contractor is responsible for determining, from appropriate sources, whether certain components and materials to be used are exempt from the Sales and Use Taxes. In the event, an exemption is warranted, the Municipality's tax-exempt I.D. number will be provided. All appropriate Sales and Use taxes shall be included in the Contract Price.

21. Retainage.

21.1. Provisions concerning retainage and Contractors' rights to deposit securities in lieu of retainage are set forth in the Agreement.

– End of Instructions to Bidders –