

**NEW HOPE BOROUGH
BID SPECIFICATIONS
NEW HOPE BOROUGH VISITORS CENTER
IMPROVEMENTS
2023**

JULY 27, 2023

INSTRUCTIONS TO BIDDERS

1) BID CALL

Fixed price bid proposals signed under seal, executed and dated, will be received at the office of the Borough Manager, New Hope Borough, 123 New Street, New Hope, Pa. 18938 on or before 11:00 A.M. local time on Thursday, August 31, 2023.

2) INTENT

a. The intent of this request for bids is to receive fixed price bid proposals from qualified applicants for the provision of New Hope Borough Parks Visitors Center Improvements in the Borough of New Hope, Bucks County, Pennsylvania for stipulated fixed price remuneration in accordance with the Bid terms and conditions as fully set forth below.

3) QUALIFICATIONS OF BIDDER

a. In order to be considered, Bidders must have a proven record for the services tendered with a minimum of three (3) years' experience.

b. All personnel assigned to duties under the Contract shall be employed by the Bidder (not a sub-contractor or 1099 independent contractor of the Bidder), and properly trained and qualified for the work being carried out.

4) BID EVALUATION

Evaluation of the bid will take into account all relevant legal, technical and financial matters pertaining to the work to be performed. The contract will be awarded to the lowest responsible bidder, based upon total cost, and evaluation of experience, qualifications, training and licensing, wages, overhead and benefits. The contract may be awarded on the basis of the Base Bid.

5) CONTRACT AWARD

The Contract will be considered at the September 19, 2023 public meeting, or at a subsequent public meeting, of the New Hope Borough Council. The Council's public meetings start at 6:30 P.M. and are held at the New Hope Community Room, located at 125 New Street in New Hope.

AGREEMENT / BID DOCUMENTS

6) THE AGREEMENT

The AGREEMENT is the undertaking of the parties to perform their respective duties, responsibilities, and obligations as prescribed in the Bid Specifications and Contract Documents, and collectively represents the entire agreement between the parties. The Agreement supersedes all prior negotiations, representations and/or agreements, either written or oral, including the bid documents. The Agreement may be amended only in writing and as provided in the General Conditions of the Contract.

7) CONTRACT DOCUMENTS

The Contract Documents consist of the executed Agreement between the Borough and Contractor, the General Conditions of the Contract, Definitions, Project Specifications, and the Indemnity Agreement, including written amendments thereto, if any, incorporated before or at the time of the execution of the Agreement, and subsequent written amendments thereto, if any, made pursuant to the provisions of the Agreement and agreed upon between the parties.

8) ADDENDA

Addenda may be issued during the Bid Period. All Addenda become part of the Contract Documents. Bidders must include costs in the Bid Price. Clarifications requested by Bidders must be in writing, received by the Borough **not less than five (5) days before the date set for receipt of Bids**. No request for additional information will be received less than five (5) days before the date set for receipt of the bids. The reply will be promptly provided in writing and a copy of the reply will be forwarded to each bidder as then known. No other interpretation or explanation shall be valid. Information obtained from any other source is not official and may be inaccurate, and therefore not binding upon the Borough. Bidders must sign Addenda and include a copy in the Bid envelope.

PROJECT SITE ASSESSMENT

9) SITE ASSESSMENT

a. Bidders must visit the project sites listed below and become familiar with the surroundings and scope of work before submitting a Bid. Weather permitting, all bidders must attend the mandatory project site assessment to be conducted on Thursday, August 17, 2023 commencing at 9:00 am, originating at Borough Hall, 123 New Street, New Hope, PA, (Borough Hall). Bidders should contact Mr. Matt Decker, Director of Public Works, at 215-862-3031 for any questions on this meeting. The meeting place for the site assessment will be at the parking lot at 123 New Street, New Hope, PA. Mr. Decker will escort the attendees to the site of the Visitor Center.

The failure of a bidder to not attend the Project Site Assessment on the scheduled date shall result in disqualification of the bid. No request to visit the site on another date shall be granted to a prospective bidder.

BID SUBMISSION

10) SUBMISSIONS

Bidders shall be solely responsible for the delivery of their Bids in the manner and time prescribed. Bidders must submit two (2) copies of the executed Bid on the forms provided, signed and sealed in an envelope, clearly identified with the Bidder's name, project name and the Borough's name on the outside.

NOTE: BIDS MUST BE SUBMITTED ON THE ENCLOSED FORMS. NO FAX, ELECTRONIC, OR TELEPHONE BIDS WILL BE ACCEPTED.

BID ENCLOSURES

11) BID BOND / BID SECURITY.

The bid shall include a bid bond or certified check ("Bid Security") guaranteeing that the winning bidder will timely execute the required Contract. The Bid Security, payable to the "Borough of New Hope", shall be in the amount of ten-percent (10%) of the bid amount. In the event the winning bidder does not timely execute the required contract or requests to not be considered any further for the project, the Bid Security shall be forfeited to the Borough.

12) PROOF OF INSURANCE.

The bid shall include a copy of the bidder's current Certificate of Liability Insurance showing proof of current insurance for Commercial General Liability, Automobile and/or Truck / Fleet Coverage Liability, and Workers' Compensation and Employers' Liability as required in section 26 within the **GENERAL CONDITIONS** below governing INSURANCES AND LIABILITY. Within 20 days after the Contract is awarded, the Winning Bidder shall resubmit proof of then current insurance for the above referenced liabilities, and in no event shall work under the contract commence without proof that the winning bidder is covered by the required insurance for the whole of the contract period.

The Borough of New Hope shall be named as an Additional Insured on the policy or policies of insurance, not simply as a Certificate Holder.

13) REFERENCES

a. The Bid shall be accompanied by a minimum of three (3) client references listing projects of similar scope and value. This list shall include the names of contact persons for reference purposes, including the references' current telephone numbers and electronic mail addresses.

14) BID SIGNING

The bid shall be signed and dated by the Bidder. The signatory must have the ability to bind the bidder to the bid and the Agreement.

BID DURATION, ACCEPTANCE and REJECTION

15) DURATION OF OFFER

Bids shall remain open to acceptance and shall be irrevocable for a period of ninety (90) days after the Bid Closing Date.

16) ACCEPTANCE and REJECTION OF OFFER

The New Hope Borough reserves the right to accept or reject any or all bids in whole or in part, to waive any informality in any bid, to eliminate or reduce items or quantities, and to exercise its judgment as to the comparative merits of the products or services offered.

(Continue to Bid Form next Page)

BID FORM

Date: _____

Bid Submitted by: _____

Address: _____

Person in Charge of Bid: _____

Title of Person in Charge of Bid: _____

Telephone: _____

Facsimile: _____

Email: _____

Fixed Price Bid Amount: \$ _____

Bid for: NEW HOPE BOROUGH VISITORS CENTER IMPROVEMENTS
New Hope Borough, 123 New Street, New Hope, Pennsylvania 18938
Attention: Peter Gray, Borough Manager

1. Having carefully examined the facilities and all conditions affecting the proposed work, as well as the Contract Documents, including Instructions to Bidders, General Conditions of the Contract, Project Specifications, and Indemnity Agreement prepared for this project, WE, THE UNDERSIGNED BIDDER, hereby offer to furnish all necessary labor and everything else required to perform in a satisfactory manner all services designated by these documents for the above stated sum.

2. We have included:

- a) a list of references as requested.
- b) proof of qualifications (written statement from Bidder).
- c) Bid Security
- d) Proof of Insurance

3. We undertake, if awarded the Contract, to make available for the Work, all necessary equipment, supplies and personnel, and with the exception of the Work to be performed shall not make any other alterations or changes therein without written consent of the Borough of New Hope.

4. Our Bid shall remain open for acceptance for ninety (90) days after the closing date of Bids.

5. Within twenty (20) days of written acceptance of the Bid by New Hope Borough, we shall provide written acknowledgement of the bid acceptance along with a proposed list of qualified personnel, supplies and equipment for the performance of the Work, the Performance Security (Performance Bond or certified check) and Payment Bond, and satisfactory Proof of Insurances required under the General Conditions of the Contract.

6. We recognize the right of the Borough of New Hope to reject any and all Bids and/or to waive any informality in any or all Bids.

7. We understand that our Bid will be subject to rejection unless it is prepared in strict accordance with all the documents mentioned above, without the use of substitutions.

8. Valuation and certification of any proposed change in work will be governed by the General Conditions of the Contract.

9. We confirm that the fixed price bids herein include and not be limited to wages, overhead and benefits, traveling costs, tools and equipment, consumable materials, and other like-kind materials, vehicles and fuel, insurance premiums, and all other charges involved in the complete performance of the Work, as defined.

BID FORM

Name of Bidder: _____

Dated: _____

SIGNATURE: _____

NAME AND TITLE: _____

WITNESS: _____

AGREEMENT

This Agreement made in duplicate effective as of the ____ day of _____, 2023 by and between _____ herein (and in the General Conditions of the Contract) called the "Contractor" and the Borough of New Hope, Bucks County, Pennsylvania, called "Borough."

WITNESSETH: That the Contractor and the Borough for the considerations hereinafter indicated undertake and agree as follows, intending to be legally bound:

ARTICLE I. The General Conditions of the Contract, Project Specifications, and Indemnity Agreement, are to be read herewith and form part of this present Agreement as fully and completely to all intents and purposes as though all the stipulations thereof had been embodied herein.

ARTICLE II. The Contractor undertakes and agrees:

a. to provide all personnel, equipment, supplies and materials and to perform all work described in the BID SPECIFICATIONS NEW HOPE BOROUGH VISITORS CENTER; and

b. to do and fulfill everything indicated by, and in full performance of, this Agreement, the General Conditions of the Contract, Project Specifications, the Indemnity Agreement, and any written Addenda if applicable (collectively the "Work"), which compliance shall be required of Contractor's legal successors, if any.

ARTICLE III. The Borough undertakes and agrees:

a. to pay the Contractor, upon submission and approval of monthly invoices in accordance with sub paragraph b., below.

b. to make payments on account thereof when the Borough is satisfied that payments are due to the Contractor for the Work completed as required in accordance with section 32.

ARTICLE IV. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements or stipulations of this Agreement, the Borough shall have the right to terminate this Agreement.

ARTICLE V. The Contractor and the Borough recognize that supply chain issues and/or demand may impact the availability of, and the Contractor's ability to obtain, certain items identified and listed in the Project Specifications and site-specific works, and/or such supplies (collectively "materials and supplies") required for the timely performance of the Contractor's Work. Contractor and the Borough therefore agree that Contractor shall utilize its best efforts to timely secure the required supply or any and all materials and supplies, and in the event of a delay, shall timely notify Mr. Matt Decker, Director of Public Works, at 215 862 3031, to discuss and seek amicable resolution of supply issues subject to the approval of the Borough Manager.

ARTICLE VI. If and whenever the Borough desires to give notice to the Contractor under or in connection with this Agreement or the General Conditions of the Contract, such notice will be effectively given if sent by Registered Mail to the Contractor and will be considered as having been so given at the time of the deposit thereof in the Post Office.

ARTICLE VII. In the event the Borough is required to engage legal counsel in order to enforce any provision of this Agreement, the Borough shall be entitled to seek recovery of attorneys' fees and cost incurred for any enforcement process.

ARTICLE VIII. This Agreement shall be governed by and construed in accordance with applicable laws of the Commonwealth of Pennsylvania, and every action or other proceeding arising hereunder shall be determined exclusively by a state or magistrate court of competent jurisdiction solely in the County of Bucks, Pennsylvania, and shall not be subject to removal to Federal Court.

IN WITNESS THEREOF the parties hereto have executed this Agreement in the day and year first above written.

SIGNED, SEALED AND DELIVERED in the presence of

Witness

Contractor

New Hope Borough

GENERAL CONDITIONS

17) CONTRACT DOCUMENTS

a. The Contract Documents consist of the Instructions to Bidders, Bid Form, Agreement, Addenda (if any), General Conditions of Contract, Project Specifications, and Indemnity Agreement, including all written modifications thereof incorporated in the documents before their execution.

b. The Agreement shall be signed in duplicate by the Borough and the Contractor after all conditions of the Bid have been met.

18) PERMITS

Contractor shall obtain and pay for all permits, registrations, licenses and fees required by the Borough and shall give all notices necessary for the lawful performance of the Work.

19) PERFORMANCE

a. The Contractor shall perform the Work as an independent contractor and not as an employee or agent of the Borough of New Hope. The Contractor shall have exclusive and complete control over its employees or agents, and shall be solely responsible for their acts and omissions. The Contractor shall pay all payroll taxes and other related costs such as Social Security, Medicare, Workers' Compensation Insurance, etc.

b. For the duration of the contract, the Contractor shall comply with all statutes and laws, and implement and follow all regulations, of the Commonwealth of Pennsylvania and of the United States of America, regarding human relations, equal opportunity, and nondiscrimination in employment, and shall timely pay to its workers employed in the performance of the contract the full wages and benefits to which they are entitled.

c. The Contractor shall organize and schedule its performance of the Work so as to comply at all times with the Ordinances of the Borough and the directives of Borough officials. All work should be performed between the hours of 7 am and 7 pm Monday thru Saturday, excluding the following Federal Holidays: New Year's Day, Martin Luther King Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day.

20) PERFORMANCE BOND / PERFORMANCE SECURITY

Within twenty (20) days after the contract is awarded, the winning bidder shall provide the Borough of New Hope with a Performance Bond or certified check ("Performance Security"), conditioned upon the faithful performance of the contract in accordance with the bid specifications and conditions thereof. The Performance Security, payable to the "Borough of New Hope", shall be in the amount of one-hundred percent (100%) of the contract. The failure of the winning bidder to timely submit the Performance Security shall constitute grounds to cancel the contract.

21) PAYMENT BOND

Within twenty (20) days after the contract is awarded, the winning bidder shall provide the Borough of New Hope with a payment bond, conditioned on the prompt payment of all material furnished and labor supplied or performed in the prosecution of the work. The payment bond, payable to the "Borough of New Hope", shall be in the amount of fifty percent (50%) of the contract amount. The failure of the

winning bidder to timely submit the performance bond or certified check shall constitute grounds to cancel the contract.

22) PROTECTION OF PROPERTY

Contractor shall protect all property and contents of the Borough of New Hope and of third parties at the work sites, and shall indemnify, defend and save harmless the Borough of New Hope from and against all loss, costs, damages, expenses, suits, claims and demands in respect thereof as set forth in the Indemnity Agreement incorporated herein by reference.

23) SUSPENSION OF WORK

The Borough of New Hope, without nullifying or voiding the Agreement, may in writing, alter, in whole or in part, the Work by giving written notice to Contractor.

24) TERMINATION

The Borough of New Hope shall have the right to provide ten (10) days written notice to the Contractor of the Borough's intent to terminate the Agreement as to all or any part or parts of the Work not timely completed or not completed in accordance with the Project Specifications, without the Borough being subject to claims for damages for such termination.

25) PAYMENT

a. Payments to the Contractor shall be made in accordance with ARTICLE III. a. of the AGREEMENT.

b. The acceptance of the Contractor of the final payment under the Agreement shall operate as, and shall be, a release to the Borough of New Hope and its agents, employees, officials, and council, from any and all claims of and liability to the contractor for anything done in relation to this Agreement.

26) INSURANCES AND LIABILITY

a. Contractor shall provide "Comprehensive General Liability" Insurance covering commercial general liability, premises, operations, products and completed work. Extensions of coverage shall include Broad Form Property Damage on an occurrence basis, Blanket Contractual Liability, and non-owned automobile liability. This insurance shall have limits of not less than \$1,000,000 per occurrence. The Borough of New Hope shall have no liability to, and no coverage under its insurance for, the Contractor in carrying out Contractor's work.

b. Contractor shall provide Automobile and/or Truck / Fleet Liability Insurance with a limit of \$1,000,000 combined for any one occurrence including personal injury, loss of life and property damage or loss.

c. The Contractor shall provide proof of Workers' Compensation and Employers' Liability Insurance as required by the Commonwealth of Pennsylvania.

d. The Borough of New Hope shall be named as an additional Named Insured on all of the above coverages and shall be expressly listed as an Additional Named Insured of the Policy Declaration Sheet(s) and also on the Certificate(s) of Liability Insurance as a Certificate Holder.

e. All insurance shall be maintained in full force during the performance of the Work.

f. All insurance policies shall contain an article to provide that the insurance shall not be cancelled or changed in any way without thirty (30) days' notice sent by registered mail to: New Hope Borough, 123 New Street, New Hope, Pa. 18938, Attn: Peter Gray, Borough Manager.

g. Before Contractor commences performance of its Work in any manner, copies of all proofs of insurance as set forth above shall be provided via registered mail to the New Hope attention Borough Manager at the address set forth in subparagraph f. above.

27) PROTECTION OF PROPERTY

a. The Contractor shall maintain adequate protection of the Borough's property, fixtures and contents located at 1 West Mechanic Street ("Borough property") from all damage, destruction or injury arising in connection with this Agreement. Contractor shall make good any such damage, destruction or injury to Borough property.

b. The Contractor and its employees shall exercise due care in parking vehicles and equipment in a manner that will not interfere with the normal use of driveways, sidewalks, walkways, curbs and streets by property owners and visitors.

28) LAWS AND REGULATIONS

a. The Contractor shall keep itself fully informed of all laws, ordinances and regulations that may affect the Work and all rules, ordinances and regulations of any authority or agency having jurisdiction or authority over the same.

b. The Work to be performed by the Contractor shall be in compliance with all laws (federal, state and municipal) in effect and which may become effective before completion of the Agreement, including the New Hope Borough Ordinances.

c. If any discrepancy or inconsistency should be discovered in the Agreement in relation to any law, the Contractor shall forthwith report the same to New Hope Borough.

29) GOVERNING LAW

The Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania and every action or other proceeding arising hereunder shall be determined exclusively by a state or magistrate court of competent jurisdiction solely in the County of Bucks, Pennsylvania and shall not be subject to removal to Federal Court.

30) CHANGES AND EXTRA WORK

The Borough of New Hope may at any time, without nullifying or voiding the Agreement, make written changes in the Agreement and may require the Contractor to perform changes and/or extra services. Before any such changes or additional work is commenced, such changes or additional work shall be authorized by a written change order specifying the basis of compensation to be paid to the Contractor. The value of any changes shall be determined in one or more of the following ways:

a) by estimate and acceptance in a lump sum;

b) by unit prices agreed upon, or

c) by cost and percentages or by cost and a fixed sum.

The Contractor shall supply vendor receipts for all materials and supplies resulting from Changes and Extra Work authorized by the Borough. Contractor invoices for Changes and Extra Work shall state the actual cost of the materials and supplies and shall show the agreed upon unit prices and/or the approved percentage markup or fixed sum.

PROJECT SPECIFICATIONS

31) GENERAL

a. This section of the Specifications outlines the technical requirements for the proper performance of the renovations at the Visitors Center (herein above and below, the "Work"). All Work shall be of the highest standard and shall be performed by experienced personnel.

32) SCOPE OF WORK

BATHROOMS

Flooring/Walls: Remove existing terracotta flooring tiles. Replace with a Daltile, high-traffic, solid dark brown VCT (vinyl composition tile). Existing floor drains must be incorporated into the new flooring. Existing brick exposed in the bathrooms are to be sealed.

Fixtures: Replace existing sinks with ADA compliant sink basin and ADA compliant chrome faucets in each bathroom. Installation of a small shelf to be used to temporarily hold personal items in each bathroom. Replace grab bars in both restrooms with ADA compliant grab bars.

Comfort Station: Upgrade existing baby changing station.

Mirrors: Replace existing mirrors with same size mirrors to be ADA compliant.

WINDOWS

Replacement of 5 double hung inserts and 1 Casement Round top with Marvin replacement windows.

Trim to be installed around the new windows.

Frames and sills may require repair if detected during installation phase of window project. If this is the case, installer will discuss with Borough officials for approval of necessary changes.

Replacement windows should be energy efficient that match the appearance, size, design, proportion and profile of the existing historic windows.

EXTERIOR PAINT

Paint the exterior walls to match the existing paint on the building with high quality waterproof stucco paint. All exterior trim also to be painted to match the existing paint.

Seal all existing holes along the exterior handrail, located along the ramp with a high quality stucco sealant.

Remove hanging baskets located below the windows and plug and seal existing holes. Provide an air gap for the hanging baskets and reinstall baskets.

33) SAFETY

a. The Contractor shall follow all recognized contractor industry safety precautions.

b. The Contractor must be registered and licensed under applicable federal, state, and county laws, rules, and regulations.

34) WORK SCHEDULE

a. The Contractor shall provide an anticipated work schedule to the Borough. Work shall be arranged so as not to interfere with the normal operation of the facilities and their functions.

b. Any prearranged interruption of normal facility operations must be approved in advance by the Borough.

c. The Contractor must notify by telephone the New Hope Public Works Director, Matt Decker, upon his or her arrival in New Hope to perform the Work specified by this Contract. Mr. Decker and the Borough's Code Official will inspect all work upon completion.

35) LICENSING, PERMITS AND FEES

a. The Contractor shall be responsible to obtain and pay for all registrations, licenses, permits and associated fees required for the performance of the Work.

36) EXTRA WORK

a. There may be instances during the life of the Agreement when the Contractor may be asked to perform additional work or services that are not part of this Agreement. Payments for work or services of this nature will be paid for in accordance with Section 27 above.

End of General Conditions