

NOTICE TO BIDDERS
REDEVELOPMENT AUTHORITY OF THE CITY OF COATESVILLE

Notice is hereby given the Redevelopment Authority of the City of Coatesville (RDA) is requesting bids for demolition work at 301-323 Fleetwood Street and 312 Fleetwood St. All bids must be submitted on forms provided by the RDA. Specifications and bid forms may be obtained at the RDA Offices located at Coatesville City Hall, One City Hall Place, Coatesville, PA 19320 or at www.coatesville.org Bids must be sealed, clearly marked "Redevelopment Authority Fleetwood Street Demolition Project" and contain the Bidder's Name, Address and License Number, Expiration Date and Classification. The Bids must identify a Per Unit Cost for demolition of each identified property and a total price (including associated costs for any wall or support which remains exposed after demolition and which must be finished in the same material as the front façade). The RDA will have the option of accepting the total bid for all properties or just those which it chooses to have demolished. This is a project subject to the Chester County Community Revitalization Program Grant funds and bidders will be required to comply with the General Conditions and Project Forms required for such projects and as further specified in the Bid Package. Bidders are put on Notice that they must be compliance with the National Environmental Policy Act of 1969, the Clean Air and Water Acts, the National Flood Insurance Program, requirements related to Lead-Based Paint Hazard, the Architectural Barriers Act of 1968, Equal Employment Opportunity Guidelines, as well as Insurance Requirements, Indemnification and the filing of a Conflict of Interest Statement. Payment will be in accordance with the underlying contract between the RDA and Chester County. All bids shall be received no later than 2:00 p.m. on September 10, 2012. All bids will be opened promptly at 2:00 p.m. in the City Hall. The RDA Board reserves the right to waive any irregularities and to reject any and all bids and/or to only accept bids for those units determined ready for demolition.

Joseph Disciullo
Redevelopment Authority of the City of Coatesville

FORMS ENCLOSED WITH SPECIFICATIONS:

1. Instructions to Bidders
2. Bid Form
3. Bidder's Affidavit
4. Affidavit of Non-Collusion
5. Affirmative Action Affidavit
6. Bid Bond
7. Form of Contract
8. Performance Bond
9. Certificate of Insurance
10. Hold Harmless Agreement
11. General and Technical Specifications
12. Qualifications of Contractor and Responses to Questionnaire (with certification)
13. DCD Package: consisting of:
 - a) Notice to Bidders,
 - i) Clean Air and Water Act;
 - ii) Lead-Based Pain Hazard;
 - iii) PA Steel Products Procurement Act;
 - iv) Equal Employment Opportunity Guidelines;
 - v) Insurance Requirements;
 - vi) Indemnification;
 - vii) Conflict of Interest Statement
 - b) General Conditions and Project Forms:
 - i) Non-Federal Federal Labor Standards Provision;
 - ii) regulations of the PA Prevailing Wage Act;
 - iii) Labor Compliance MOU Form;
 - iv) Certificate of Release;
 - c) Project Forms to Be Returned with Bid:
 - i) Non-Collusion Affidavit and Instructions;
 - ii) Waiver of Liens Form; and,
 - iii) Bidder Responsibility Questionnaire.

FORMS TO BE SUBMITTED WITH BID:

1. Bid Form
2. Bidder's Affidavit
3. Authorization Resolution
4. Affidavit of Non-Collusion
5. Affirmative Action Affidavit
6. Bid Bond or Certified Check
7. Surety Bid Letter
8. All Forms identified in DCD Package identified as "Project Forms to be Returned with Bid."

Exhibits:

- A. Coatesville Train Station Environmental Assessment
- B. Chester County Dept. of Community Development Community Revitalization Program Bid Package
- C. Pennsylvania Prevailing Wage Rates

INSTRUCTIONS TO BIDDERS

A. Scope of Work:

Demolition of properties situated at 301-323 and 312 Fleetwood St. in the City of Coatesville. Any one of the identified buildings may/may not have asbestos materials inside or other hazardous materials, including oil tanks and the like. The existence, quantity and location of any materials made from asbestos or other potential hazardous substances are not entirely known to the RDA. However, the age of each structure is 75 years or more, and it is known that asbestos was commonly used in building materials during that time. Furthermore, an environmental assessment of the buildings and surrounding properties was completed in 2012, which is attached to this package, for the bidders review. That environmental assessment was completed in connection with potential redevelopment of the area in which the properties that are the subject of this Bid Package are located and by an entity other than the RDA. The RDA does not and shall not make any representation or warranty whatsoever with regard to the accuracy or completeness of that environmental assessment as it might apply to the subject of this Bid Package or any contract that the RDA may enter into pursuant to this Bid Package. Bidders are advised to conduct their own independent inquiry and investigation into the environmental condition of the subject properties as the same may be relevant to the demolition work." If involved, removal and disposal of asbestos materials or any other hazardous materials must meet all federal, state, and local requirements. The contractor is responsible for all notifications and demolition removal. Demolition Permit fees will not be waived for this project.

Demolition includes removal of the structures, miscellaneous debris associated with the structures, vegetation, including trees, and all foundations and slabs. The property is to be graded to a level condition, filled with clean fill and compacted and seeded in compliance with the requirements of the City of Coatesville Code. Any remaining wall or support measures exposed by demolition will be required to be finished in the same material as the front façade of the wall. The Contractor shall be responsible for all utility disconnections. The RDA reserves the right to determine which of the properties identified by unit price will be subject to demolition.

B. Examination of RDA:

Bidders shall visit the location so as to make their own judgment with respect to all of the circumstances affecting the cost of the services in question and the nature of the work to be performed. Bidders shall assume all risks, whether or not patent, latent, known, hidden, or foreseeable. The bidder is presumed to have investigated and examined all contract documents and the RDA assumes the bidder's bid is made with full knowledge and understanding of the conditions of the contract. The bidder should be made aware and adhere to any and all regulations as may be required by the National Passenger Railroad Corporation (AMTRAK) due to the location of the subject properties near AMTRAK property and a functioning rail line.

C. Specifications and Documents:

Bidders are advised to examine carefully the Specifications and all Documents describing the proposed work and make their own independent judgment with respect to the circumstances affecting the cost of the work and the performance required.

D. Conditions of Work:

Bidders must inform themselves fully of all conditions relating to the work in question. Failure to do so will not relieve the successful bidder of his obligation to furnish and perform the work which forms the basis of this proposal, or to carry out the provisions of the contract with respect to performance of the contemplated work set forth in this bid.

In so far as possible, the successful bidder in the execution of the work called in for this proposal shall employ such methods or means as will avoid any interruption or interference with the operation of the affairs of the RDA and likewise take the necessary steps to insure that during the course of said performance there will be no infringement on rights of the public.

It is likewise understood and required that the successful bidder shall employ such methods, in the performance of this contract, as will comply with any applicable statutes of the Commonwealth of Pennsylvania, regulation of said State or Ordinance of the City.

E. Preparation of Proposals:

Each bidder must submit a proposal for the entire amount of the work called for in various specifications in the contract documents which form a part of this proposal, and the failure to conform to this requirement may result in the classification of such bid as "irregular" and may render the same subject to rejection. The attachments of any conditions, limitations, or ancillary provisions by a bidder to his proposal may cause a similar classification and have a similar effect, at the option of the RDA.

All proposals shall be submitted on the prescribed form. All bids must be submitted in sealed envelopes bearing the name, address, license number, expiration date and classification of the bidder and be clearly marked "Redevelopment Authority Fleetwood Street Demolition Project" on the outside. Also accompanying the proposal and contained in the same envelope shall be a Bid Bond and Consent of Surety as well the Bidder's Affidavit, Authorization Resolution, Affidavit of Non-Collusion, Affirmative Action Affidavit and the "Project Forms to Be Returned with Bid" as identified in the DCD Package (consisting of the Non-Collusion Affidavit, Waiver of Liens Forms and Bidder Responsibility Questionnaire (even if duplicative or partially duplicative of other forms).

The Redevelopment Authority of the City of Coatesville reserves the right to reject any and all bids, or to waive any informalities therein and specifically reserves the right to determine which of the properties are going to be demolished.

F. Signature of Bidders:

An authorized officer for the Bidder must sign as the representative of the Bidder on all bidding documents.

In the case of a partnership, the signature of at least one of the partners must follow the firm name together with an indication that the signature is that of a partner. If some other agent of the partnership submits or executes a bid for the firm, he shall attach thereto a notarized

statement signed by each of the partners indicating that he is authorized to act as an agent for the partnership in this endeavor. In the case of a bid submitted by an individual, the designation "individual proprietorship" shall follow the signature in question; and trade name used by a non-corporate bidder shall be so designated and shall be indicated as having been registered or not registered under the Fictitious Names Registration Act with the Secretary of the Commonwealth of Pennsylvania, and the Prothonotary of the County in Pennsylvania where so registered.

G. Bidder's Affidavit:

Each bidder shall complete and execute the affidavit, incorporated with and made part of the proposal document.

H. Withdrawal of Proposal:

No proposal may be withdrawn, altered or otherwise modified after it has been duly deposited with or at the RDA.

I. Consent of Surety:

Each proposal shall be accompanied by a Consent of Surety from an approved surety company that is licensed to conduct business in the Commonwealth of Pennsylvania; and such letter shall state the surety therein mentioned agrees to furnish the required surety bond and any bond which is made a condition of the awarding of this contract anywhere in this proposal. The letter shall state in dollars the amount of the bond being furnished as well as the time period.

J. Bid Bond:

Each proposal shall be accompanied by a Bid Bond or Certified Check to the order of the RDA in the amount of ten percent (10%) of the total price and submitted as a guarantee that the contract will be executed, if awarded.

K. Disposal of Proposal Guarantee:

As soon as the lowest responsible bidder has been selected, the award made, and the successful bidder has executed the contract and furnished the required security for the performance of the contract, all bid bonds and checks submitted with bids shall be returned to all unsuccessful bidders. Upon the execution and delivery of the contract and the furnishing of the required bonds or security for the performance of said contract, the bid bond or other surety submitted by the successful bidder shall be returned. In case the successful bidder shall fail to execute and deliver the contract and the necessary bonds within thirty (30) days after notice from the RDA to do so, the award to him shall be vacated and such bid bond or check shall be forfeited as liquidated damages.

L. Interpretations:

Bidders needing elaboration regarding specifications should submit their questions, in writing, to the Executive Director of the RDA. However, no interpretations of the meaning of the Specifications or other contract documents will be made to any given bidder. Any supplemental

instructions will be in the form of written addenda to the Specifications which, if issued, will be mailed to all parties of record receiving such specifications. Failure of any bidder to receive any such addenda shall not relieve the bidder from any obligation to conform to the requirements herein set forth.

M. Affidavit of Non-Collusion:

Each bidder shall be required to submit the Affidavits of Non-Collusions on the form included in and made part of this proposal.

N. Performance Bond and Payment Bond:

The successful bidder shall be required to furnish a bond for the faithful performance of the contract as well as a payment bond pursuant to standard forms approved by the RDA Solicitor.

Said bonds shall be that of an approved surety company authorized to transact business within the Commonwealth of Pennsylvania, and proof of the same shall be submitted to the satisfaction of the RDA Solicitor. Agents of the bonding company shall furnish the necessary power of attorney, bearing the seal of the company and evidencing such agents authorized to execute the particular type of bond to be furnished, as well as the right of the surety company to conduct business in the Commonwealth of Pennsylvania.

O. Execution of Contract and Commencement of Work:

The successful bidder shall execute a contract containing provisions substantially in conformance with the provisions of these bidding documents promptly after the award of the bid and shall commence work upon authorization of the RDA within ten (10) days of receipt of a Notice to Proceed and shall execute appropriate waiver(s) under the mechanic's lien law and after attending a required pre-construction meeting.

II. GENERAL SPECIFICATIONS

A. Documents:

All documents included herein, including, but not limited to, the Notice of Bidders, Instructions to Bidders, General and Technical Specifications, Contract, Letter of Commitment, Affidavit of Non-Collusion, DCD Bid Package, as identified in the Chester County Department of Community Development Bid Specifications – Community Revitalization Program and Bid or Proposal, are made a part herein; and they shall define the contract obligations of the Contractor (successful bidder).

B. Obligation of Contractor:

The contractor shall, at his own cost and expense, and in conformity with this document, as well as the contract, furnish all the material, labor and equipment for the projects within the City.

C. Notice to Contractor:

The residence or place of business designated in the bid or proposal is hereby designated as the place to which all notices, letters or other communications shall be served, and to which all notices, letters and other communications shall be mailed or delivered. All notices specifically mentioned herein, and all other communications of any kind which may be hereafter dispatched, may be sent by regular mail and the contractor shall be deemed to receive said notice. If the communications in question have been addressed to the contractor at the aforesaid address and have been deposited in the United States Postal Service, the date of the service of the notice or other communications upon the contractor personally will be date of postmark.

D. Inspection:

The RDA, or its authorized representative, may inspect the services being provided pursuant to this contract; and may require the correction of any improper performance or any deficient performance herein through the designated supervisor of the contractor.

E. Assignment:

Neither this contract, nor any portion thereof, may be assigned, sub-let, or transferred to any person, firm, or corporation, except upon the written consent and approval of the RDA Board of Directors.

F. Insurance

The contractor shall not commence work under this contract until he has obtained all insurance required under these specifications (including such insurance requirements as set forth in the DCD Package), and such insurance has been approved by the Municipality nor shall the Contractor allow any subcontractor to commence work on his sub-contractor has been so obtained and approved.

- a. Any contractor and/or subcontractor working in the City must be registered with the Codes Department prior to working.

The Contractor shall take out and maintain during the life of this contract, Workers' Compensation Insurance for all of his employees employed at the site of the project, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation for all the latter's employed unless such employees are covered by the protection afforded by the Contractor.

The Contractor shall take out and maintain during the life of this Contract such Public Liability and Property Damage Insurance as shall protect his and any subcontractor performing work covered by this contract from claims for damages for personal injury, including accidental death, as well as from claims for property

damages, which may arise from operations under this contract, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly with the Redevelopment Authority of the City of Coatesville identified under such insurance policy as an "additional named insured" with proof of such coverage provided in the following amounts (with a Certificate of Insurance as identified hereafter to be supplied):

<p>For the purpose of the Contract, the Contractor shall carry the following types of insurance in at least the limits specified below unless additional coverage is required by the DCD Package, in which case such additional insurance must also be provided: COVERAGES</p>	<p>LIMITS OF LIABILITY</p>
<p>Workmen's Compensation</p>	<p>Statutory</p>
<p>Employer's Liability</p>	<p>\$500,000</p>
<p>Bodily Injury Liability Except Automobile</p>	<p>\$500,000 each occurrence \$1,000,000 aggregate</p>
<p>Property Damage Liability Except Automobile</p>	<p>\$300,000 each occurrence \$300,000 aggregate</p>
<p>Automobile Bodily Injury Liability</p>	<p>\$500,000 each person \$1,000,000 each occurrence</p>
<p>Automobile Property Damage Liability</p>	<p>\$300,000 each occurrence</p>
<p>Excess Umbrella Liability</p>	<p>\$1,000,000 each occurrence</p>

REDEVELOPMENT AUTHORITY OF THE CITY OF COATESVILLE BID FORM

DUE DATE: _____

PROJECT IDENTIFICATION: REDEVELOPMENT AUTHORITY OF THE CITY OF
COATESVILLE – Fleetwood St. Demolition Project

THIS BID IS SUBMITTED TO: Redevelopment Authority of the City of Coatesville
(The Owner/Agent of Owner)
One City Hall Place
Coatesville, Pennsylvania 19320

THIS BID IS SUBMITTED BY: _____ (The Bidder)
Address _____
City, State, Zip _____
Telephone _____

In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

(a) BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

Date	Number
_____	_____
_____	_____
_____	_____

The undersigned, proposes to furnish all supervision, technical personnel, labor, materials, machinery, tools, appurtenances, equipment and services, including utility and transportation services required to complete the following:

Demolition of the following properties identified by the Redevelopment Authority of the City of Coatesville based upon the following unit prices which the RDA may award based upon the total complete bid with authority to only contract for such units as the RDA in the exercise of its discretion requires to be demolished. All bidders must bid on each unit and supply an aggregate bid amount. Each blank space listed below must be filled in. Even if the conditions do not suggest that one or two walls will require to be restored, such calculations should be provided with both the two wall option and the one wall option set forth in the bid.

Property	Demolition Cost	Cost for restoration of remaining wall(s) exposed by demolition to be restored to condition of façade.
301-323 Fleetwood St. _____	_____	_____
312 Fleetwood St. _____	_____	_____
TOTAL Bid: _____	_____	= _____ Grand Total

BIDDERS STATEMENT: The above bid is submitted in conformance with the bid specifications and related documents. The bid is accompanied by an executed affidavit of Non-Collusion and a Bid Bond or certified check payable to the Redevelopment Authority of the City of Coatesville in the amount of ten percent (10%) of the total bid. The person(s) signing the bid affirm they are the appropriate agents/officers of the bidder and have authority to submit this bid on behalf of the bidder.

BY: _____

BY: _____

TITLE: _____

TITLE: _____

ADDRESS: _____

ADDRESS: _____

INCORPORATED under laws of: _____
State

Attest: _____

Title: _____

(SEAL)

(Affiant)

Notary Public

AFFIDAVIT OF NON-COLLUSION

(This Affidavit is part of the Proposal)

State of Pennsylvania : §

County of _____ :

BEING first duly sworn, deposes and says that he/she is

(Sole Owner, a Partner, President, Secretary, etc.)

of _____,

the party making the foregoing proposal or bid; that such bid is genuine and not collusive or a sham; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in a sham bid, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference with any person, to fix the bid price of affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Redevelopment Authority of the City of Coatesville or any person interested in the proposed contract; and that all statements contained in said proposal or bid are true; and further, that such bidder has not, directly or indirectly, submitted this bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

(Affiant)

Sworn to and Subscribed before me this _____ day of _____, _____.

Notary Public

My Commission Expires:

AFFIRMATIVE ACTION AFFIDAVIT

I, _____, being duly sworn, depose and say that

I reside at _____

and that I am the _____

(title)

of _____ In such capacity and/or on behalf

of _____

it is hereby affirmed and agreed as follows:

1. _____ will not discriminate against an employee or applicant
(name of bidder)
for employment because of age, race, creed, color, national origin, ancestry, marital status or sex.

2. _____ will take affirmative action to insure that all applicants
(name of bidder)
are recruited and employed and that employees are treated during employment without regard to their age, race, creed, color, national origin, ancestry, marital status, or sex. Such action shall include, but shall not be limited to, the following employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination rates of pay or other forms of compensation, and selection for training, including apprenticeship.

3. _____ will in all solicitations or advertisements for employees
(name of bidder)
for employees placed by or on behalf of _____
(name of bidder)
state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, or sex.

(name)

(name of company)

Sworn and subscribed before me this _____ day of _____, _____.

My Commission Expires: _____

(Notary Public in and for the County)

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that _____
(Bidder)

hereinafter called the Principal and _____

(Surety)

hereinafter called the Surety, are hereby held and firmly bound unto the Redevelopment Authority of the City of Coatesville, hereinafter called the RDA, in the sum of

_____ Dollars (\$ _____) for the payment of which sum, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

The condition of the above obligation is such that, whereas, the Principal has submitted to the RDA a certain Bid attached hereto and hereby made a part hereof, to enter into an Agreement in writing, for _____

NOW, THEREFORE,

1. If said Bid shall be rejected by the RDA, or in the alternative,
2. If within fifteen (15) days of Notice of Award the Principal shall duly execute and deliver a Performance Bond, Payment Bond, and Certificate of Insurance (if required by the Bidding Documents) in the amounts required and in the forms set forth in the Bidding Documents under which the Bid was submitted with a Surety or Sureties as required by said Bidding Documents and in the event of acceptance of his documents by the RDA shall, within the period specified therefor, enter into a written Agreement with the RDA in accordance with the Bid as accepted;

Then this obligation shall be void, otherwise the same shall remain in full force and effect, and the Principal and Surety will pay to the RDA the full amount of this Bond as liquidated damages.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the RDA may accept such Bid and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument under their several seals this _____ day of _____, _____, the name and corporate seal of each corporation party being hereby affixed and these presents duly signed by its proper officers, pursuant to authority of its governing body.

(Individual Principal)

_____(SEAL)
(Signature of Individual)

Witness: _____

Trading and doing business as _____

(Partnership Principal)

(Name of Partnership)

Witness:

_____ By: _____(SEAL)
Partner

_____ By: _____(SEAL)
Partner

_____ By: _____(SEAL)
Partner

_____ By: _____(SEAL)
Partner

(Corporation Principal)

(Name of Corporation)

ATTEST:

By: _____
(Vice) President

(Assistant) Secretary

(CORPORATE SEAL)

or (if appropriate)

(Name of Corporation)

Witness:

*By: _____

Authorized Representative

*Attach appropriate proof, dated as of the same date as the Bond, evidencing authority to execute in behalf of the Corporation.

(Corporation Surety)

(Name of Corporation)

Witness:

**By: _____

Attorney-in-fact

** Attach an appropriate power of attorney, dated as of the same date as the Bond, evidencing the authority of the Attorney-in-fact to act in behalf of the Corporation.

FORM OF CONTRACT

CONTRACT FOR _____

THIS CONTRACT made this ____ day of _____ by and between
_____ a corporation organized and existing under the laws of the State of
Pennsylvania.

(_____ a partnership consisting of _____)

(an individual trading as (_____))

hereinafter called the "Contractor", and the Redevelopment Authority of the City of Coatesville
hereinafter called the "RDA",

WITNESSETH, that the Contractor and the RDA for the consideration stated herein mutually agree
as follows:

ARTICLE 1. Statement of Work.

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services, including utility and transportation and security services, and perform and complete all work required for REDEVELOPMENT AUTHORITY FLEETWOOD STREET DEMOLITION PROJECT in an efficient workmanlike manner as follows: Demolition of the properties on Fleetwood Street identified in the Notice to Proceed issued by the RDA in accordance with the General and Technical Specifications, including the restoration of any walls exposed by demolition, said work to be completed within 90 days after the execution of this Contract following the RDA's Notice to Proceed with respect to any unit to be demolished in accordance with such Notice to Proceed. It is specifically recognized that time is of the essence and that all work must be completed for all unit(s) identified to be demolished and for which a Notice to Proceed has been issued within the 90 day period, unless excused by the RDA acting within its sole discretion in determining whether or not excuse is warranted. Failure to complete the work within 90 days after the execution of this contract and an appropriate Notice to Proceed shall subject the Contractor to

penalties in the form of liquidated damages in the amount of \$50.00 per day for each day following the 90th day, as well as such other remedies available at law or equity to the RDA. Payment is to be in accordance with the requirements of the RDA's Funding Agreement with the County of Chester, Department of Community Development which will provide the payment for the work and which must approve any payment. This Funding Agreement requires partial payments as specified percentages of the work is done and periods estimated to be 30 days after submittal of a bill to the County, with 10% retainage.

ARTICLE 2. The Contract Price.

The RDA will pay the Contractor for performance of the Contract, in current funds, subject to additions and deductions in said Contract work, the total sum of _____ dollars for unit demolished and _____ dollars for restoration of any wall exposed by demolition payable in accordance with the payment requirements of the Funding Agreement between the RDA and County referenced previously, which will permit payment generally within thirty (30) days of notice of completion with respect to each portion of the work completed.

ARTICLE 3. Contract.

The executed contract shall consist of the following:

- a. This Agreement
- b. Addenda, if any
- c. Notice to Bidders
- d. Instructions to Bidders
- e. City Map
- f. General and Technical Specifications
- g. Affidavit of Non-Collusion
- h. Bid/Proposal
- i. DCD Package as identified and supplied as part of Bid Package.

This Contract, together with the other documents enumerated in the Article 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto.

IN WITNESS WHEREOF the parties hereto have caused this Contract to be executed in three (3) original copies on the day and year first above written.

ARTICLE 4. **Dispute Resolution.** Upon mutual consent of the parties, disputes which arise pursuant to this Agreement or the Work performed pursuant to this Agreement may be submitted to mediation or arbitration in a forum mutually agreeable to both parties. Otherwise, all claims or disputes arising under this Agreement or the Work performed pursuant to this Agreement shall be litigated in the Court of Common Pleas of Chester County.

ARTICLE 5. **Termination.**

A. If the RDA fails to make payments to Contractor in accordance with this Agreement, such failure shall be cause for termination or at Contractor's option, suspension of performance of the Work required under this Agreement. Contractor shall give the RDA not less than 7 days written notice and opportunity to cure before terminating this Agreement or suspending Work performed hereunder.

B. The RDA may terminate this Agreement upon not less than 7 days written notice to Contractor with or without cause provided that Contractor shall be compensated by the Authority for services performed prior to termination.

ARTICLE 6. **Indemnity.** Contractor shall indemnify and hold the RDA and its agents, contactors, employees, officials, officers and assigns harmless from any and all liability arising before or after completion of the Work or in any manner directly or indirectly caused, occasioned, or contributed to, or claimed to be caused, occasioned, or contributed to, in whole or in part, by reason of any act or omission of the Contractor whatsoever, or of anyone acting under the Contractor's direction or control or on the Contractor's behalf, in connection with, or incident to, or arising out of the performance of the Work performed pursuant to this Agreement.

ARTICLE 7. **Miscellaneous Provisions.**

A. **Governing Law.** This Agreement shall be governed by, and construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania, without regard to conflict of laws principles.

B. **Notices.** All notices, requests and other communications

under this Agreement shall be in writing and shall be addressed as follows:

If intended for the RDA:

Redevelopment Authority
Attention: Executive Director
One City Hall Place
Coatesville, PA 19320
(610) 384-0300

If intended for Contractor:

(Contractor)

Attest:

By _____

Title _____

(Street)

By _____

Title _____

(Print or type the names underneath all signatures.)

PERFORMANCE BOND

CONTRACTOR (Name and Address): SURETY (Name and Principal Place of Business):

OWNER (Name and Address): Redevelopment Authority of the City of Coatesville
1 City Hall Place
Coatesville, PA 19320

CONTRACT

Date:
Amount:
Description (Name and Location):

BOND

Date:
Amount:

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the work as defined by the Contract, which is incorporated herein by reference.
2. If the Contractor performs the work, the Surety and the Contractor shall have no obligation under this bond, except to participate in conferences as provided in Paragraph 3.1.
3. If there is no Owner default, the Surety's obligation under this bond shall arise after:
 - 3.1 The Owner has notified the Contractor and the Surety at its address described in Article 10 below, that the Owner is considering declaring a Contractor default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen (15) days after receipt of such notice to discuss methods of performing the work. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the work, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor default; and
 - 3.2 The Owner has declared a Contractor default and formally terminated the Contractor's right to complete the work. Such Contractor default shall not be declared earlier than twenty (20) days after the Contractor and the Surety have received notice as provided in Paragraph 3.1; and
 - 3.3 The Owner has agreed to pay the balance of the contract price to the Surety in accordance with the terms of the contract or to a contractor selected to perform the work in accordance with the terms of the contract with the Owner.

4. When the Owner has satisfied the conditions of Article 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the work; or
 - 4.2 Undertake to perform and complete the work itself, through its agents or through independent contractors; or
 - 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the work, arrange for a contract to be prepared for execution by the Owner and the Contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the work, and pay to the Owner the amount of damages as described in Article 6 in excess of the balance of the contract price incurred by the Owner resulting from the Contractor's default; or
 - 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 1. After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner.
5. If the Surety does not proceed as provided in Article 4 with reasonable promptness, the Surety shall be deemed to be in default on this bond fifteen (15) days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
6. After the Owner has terminated the Contractor's right to complete the work, and if the Surety elects to act under Paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Owner under the contract. To the limit of the amount of this bond, but subject to commitment by the Owner of the balance of the contract price to mitigation of costs and damages on the work, the Surety is obligated without duplication for:
 - 6.1 The responsibilities of the Contractor for:
 1. Completion of the work, as defined in the General and Technical Specifications.
 2. Correction of defective work as defined in the General and Technical Specifications.

- 6.2 Additional legal, design professional, and delay costs resulting from the Contractor's default, and resulting from the actions or failure to act of the Surety under Article 4; and
- 6.3 Liquidated damages, or if no liquidated damages are specified in the contract, actual damages caused by delayed performance or non-performance of the Contractor.
7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the work, and the balance of the contract price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, or successors.
8. The Surety hereby waives notice of any change, including changes of time, to the contract or to related subcontracts, purchase orders, and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor default or within two years after the Contractor ceased working and within two years after the Surety refuses or fails to perform its obligations under this bond, whichever occurs first. If the provisions of this article are void or prohibited by law, the minimum period the limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the front page or as defined in the General Specifications in Article D.
11. When this bond has been furnished to comply with a statutory or the other legal requirement in the location where the contract is to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this bond shall be construed as a statutory bond and not as a common law bond.
12. Definitions
- 12.1 Balance of the contract price: The total amount payable by the Owner to the Contractor under the contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the contract.
- 12.2 Contractor default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
- 12.3 Owner default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the contract or to perform and complete or comply with the other terms thereof.

12.4 The terms used in this Performance Bond which are defined in the Instructions and Specifications have the meaning assigned to them in the Instructions and Specifications.

(Individual Principal)

(Signature of Individual) (SEAL)

Witness:

Trading and doing business as

(Partnership Principal)

(Name of Partnership)

Witness:

_____ By: _____ (SEAL)
Partner

(Corporation Principal)

(Name of Corporation)

ATTEST:

By: _____

(Vice) President

(Assistant) Secretary

(CORPORATE SEAL)

or (if appropriate)

(Name of Corporation)

Witness:

*By: _____

Authorized Representative

*Attach appropriate proof, dated as of the same date as the Bond, evidencing authority to execute in behalf of the Corporation.

(Corporation Surety)

(Name of Corporation)

Witness:

**By: _____

Attorney-in-fact

** Attach an appropriate power of attorney, dated as of the same date as the Bond, evidencing the authority of the Attorney-in-fact to act in behalf of the corporation.

CERTIFICATE OF INSURANCE

KNOW ALL MEN BY THESE PRESENTS, that _____

_____ hereby certifies that
(Name of Insurance Company)

_____ is insured through, and by us, for the _____
(Contractor)

_____ for the Redevelopment Authority of the
City of Coatesville.

(Purpose of Contract)

The Company further certifies that the Contractor carries the following forms of insurance in

accordance with the Contract Documents **and that the Redevelopment Authority of the City of Coatesville is listed on such policy as an additional named insured:**

<u>Type of Coverage</u>	<u>Minimum Limits</u>	<u>Policy Number</u>	<u>Expiration Date</u>
1. Workers' Compensation (Including coverage under United States Longshoremen's and Harbor Workers Act, where applicable.)			
Employer's Liability			
2. Comprehensive General (Public) Liability, including the following:			
a. XCU coverage covering explosion, collapse, underground damage or blasting hazards where applicable.			
b. Products--Completed Operations Coverage until two years after substantial completion to be provided by endorsement or issuance of separate policy of insurance in name of Owner.			
c. Contractual Liability insuring the hold harmless and indemnification agreement.			

	<u>Type of Coverage</u>	<u>Minimum Limits</u>	<u>Policy Number</u>	<u>Expiration Date</u>
3.	Contractor's Protective Liability (If subcontractors are employed) Bodily Injury Property Damage			
4.	Automobile Liability Bodily Injury Property Damage			
5.	All-Risk Property Insurance			

The above information is hereby certified as true and correct by _____

_____, a legal agent for _____
(Name of Agent)

_____, who also agrees in the event of cancellation of
(Name of Company)

the insurance the Company agrees to give notice to the party at whose request this certificate is issued thirty (30) days before the date of cancellation, this _____ day of _____,

Year

(Signature of Agent)

(Name of Agent, Please Type)

(Address of Agent)

(SEAL)

(Telephone Number)

HOLD HARMLESS AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that _____

(Contractor)

hereinafter called Contractor, has entered or will enter into an Agreement with the Redevelopment Authority of the City of Coatesville, hereinafter called the Owner for Fleetwood Street Demolition Project – to demolish in accordance with certain requirements and restore any wall exposed by such demolition.

NOW, THEREFORE, in consideration of the award of said Contract to the Contractor, as well as other good and valuable consideration, Contractor intending to be legally bound hereby, agrees to indemnify and save harmless the Owner, and its officers, agents, servants 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 attributable to bodily injury, sickness, disease or death, or to injury or destruction of property (real or personal) including loss of use resulting therefrom and (b) is also caused in whole or in part by any act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any one of them regardless of whether or not said claim, damage, loss or expense is caused in part by any of the named parties above.

In any and all claims against any of the named parties above, or any of their agents or employees by any employee of the Contractor or any subcontractor or anyone directly or indirectly employed by any of them or any one for whose acts any one or more of them may be liable, the indemnification obligation of the Contractor hereunder shall not be limited in any way by any limits on the amount or types of damages, compensation or benefits payable by or for the Contractor or any subcontractor under the Workers' Compensation Act, or any disability benefit acts or any other employee benefit act of the Commonwealth of Pennsylvania or any other state.

(Contractor)

By: _____

Attest:

By: _____

Date:

Technical Specifications

Work shall include, but not be limited to the following:

REDEVELOPMENT AUTHORITY OF THE CITY OF COATESVILLE SPECIFICATIONS FLEETWOOD STREET DEMOLITION PROJECT

PART 1 - DESCRIPTION OF WORK

The work to be done under these Specifications shall include all labor, materials, equipment and services necessary to complete all demolition work on those properties identified by the RDA subject to demolition.

PART 2 – CONSTRUCTION

2.1. Protection of Existing Facilities

The contractor shall, as soon as he receives a Notice to Proceed with the work, enter the premises identified by the RDA and do any and all things necessary to protect the premises from damage by unauthorized persons. The contractor shall protect all existing equipment, pavements, tracks, poles, pipes, utilities, etc., which are not affected by demolition work. The contractor shall provide all shoring, bracing, temporary partitions, barricades, and/or other safety devices deemed necessary by the engineer for the protection of existing facilities.

The Contractor shall be made aware of the presence of property owned by the National Passenger Railroad Corporation (AMTRAK), a working rail line near the demolition site and shall adhere to any and all requirements for demolition as required by AMTRAK. The Contractor shall, in no way, undermine or jeopardize the structural integrity of any supporting wall, foundation, pillar, supporting column, or other items supporting the AMTRAK property. Contractor shall make arrangements with AMTRAK to confirm that demolition work will not interfere with AMTRAK's work and daily operation and shall consult the RDA engineer prior to any demolition near AMTRAK property.

The existing ramp access located at 301-323 Fleetwood St. parallel to Third Avenue from Fleetwood St. to the Train Station platform is to be preserved and intact for future use. Contractor shall install a 8' high galvanized chain link gate at the bottom of the ramp near Fleetwood St. in an effort to restrict access to the ramp.

2.2. Ownership of Property

No right, title property or interest of any kind whatsoever in or to the land or premises upon which such buildings or structures stand, is created, assigned, conveyed, granted, or transferred to the contractor, or any other person or persons, except only the license and right of entry to remove such buildings and structures in strict accordance with the Contract.

Only such property may be salvaged by the contractor as is owned by the Redevelopment Authority of the City of Coatesville, and in the event of any doubt respecting the ownership of any particular property, the contractor shall request from the Redevelopment Authority of the City of Coatesville a written statement respecting its ownership.

All salvage becomes the property of the contractor, but storage of such materials and equipment of the project area will not be permitted except for the duration of the contract.

Personal property of third persons or of occupants of building on the site shall not become the property of the contractor.

2.3. Rodent Extermination

After the contractor has been awarded the bid and prior to commencing demolition work, the Chester County Health Department shall be contacted and proper action shall be taken, if necessary, for rodent extermination. If the Health Department determines that a rodent problem exists, the contractor shall hire an approved

exterminator for removal of the rodent problem, the costs of which shall be handled as an extra to the contract with the costs being assessed against the properties.

2.4. Demolition Requirements

The work under this contract shall consist of the following:

- A. Demolition and removal of all structures and vegetation on the site.
- B. Removal of all exterior foundation walls to a level three (3) feet below the adjoining ground.
- C. Removal of all other walls, partition walls, columns, piers, beams, or other projections, basement floors, and all footings to a level three (3) feet below the adjoining ground. Please note this does not apply to any National Passenger Railroad Corporation (AMTRAK) supporting or structural walls or foundations.
- D. Utility lines.
 - 1) Seal storm and/or sanitary sewer lines leading from buildings being demolished at the foundation wall.
 - 2) The Contractor, will shut off water at the curb box and remove water meters from the buildings upon receipt of notification from the Pennsylvania American Water Company.
 - 3) Gas services shall be turned off at existing valves by and under the supervision of the utility company owning the service. Notification of termination of gas service shall be made to the appropriate division of PECO. Gas will be shut off at the gas main in the street and all gas meters will be removed by the utility company at no cost to the contractor.
 - 4) Disconnect electric wires as per rules and regulations of authorities having jurisdiction. Notification of termination of electric service shall be made to PECO. PECO will remove meters, poles, overhead wires, and transformers at no cost to the contractor.
 - 5) Disconnect telephone wires as per rules and regulations of authorities having jurisdiction. Notification of termination of telephone service shall be made to local telephone company will remove poles and overhead wires, at no cost to the contractor. Any equipment or wires left by the telephone company within the building will be intentional on their part and will be up to the contractor to remove.
 - 6) The contractor shall arrange removal of any other wires.
 - 7) Maintain and preserve utilities traversing premises as long as same are required.
- E. Removal from the basement of all piping, boilers, or other fixtures, and all wood, furniture, rubbish, or other debris.
- F. Removal of all concrete basement floors or breaking up of all concrete floors in no larger than three (3) foot squares so that water cannot collect.
- G. Remove all foundation walls, partition walls, footings, columns, piers, beams, or other projections from basements, cellars, and other excavations with the exception of exterior walls that lie on the boundaries formed by the adjoining streets and alleys.
- H. All basements indicated shall be filled. Where excavations or open basements are not backfilled within 24 hours, the contractor will be required to encircle the open area by a standard snow fence, or equal type of fencing, for safety reasons.
- I. Performance of all other incidental work necessary to fully complete the contract, including the removal of any asbestos or other hazardous material and appropriate notification and disposal in accordance with all applicable procedures and laws.
- J. Walls over ten feet high of any width or length shall not remain standing after working hours unless adequate lateral support is provided.
- K. Upon completion of demolition, sufficient filling and grading shall be done to bring the area up to a level as specified in the contract proposal. The backfill will be of clay soil, compacted to a density of 90% unless otherwise specified. The contractor will have an independent testing agency test the backfill. A minimum of two passing tests at various depths will be taken and furnished to the City. The cost of testing will be incidental to the cost of the project.
- L. All rubbish, non-reusable fill, debris, equipment, etc., resulting from demolition work shall be removed from the premises during and/or upon the completion of work, leaving the site area acceptable to the satisfaction of the engineer.

M. Site restoration shall consist of fine grading the site to ensure positive drainage and conform to the surrounding sites. . In addition, any wall exposed by demolition shall be restored and finished in the same manner as the front façade of the wall.

N. The contractor shall furnish the disposal site for all demolition materials.

O. The contractor shall take whatever steps necessary to control dust during demolition and removal. The contractor will monitor the haul road for debris.

P. The contractor shall install an 8' high chain link gate and fence located at the bottom of the ramp located at 301-323 Fleetwood St. to restrict access to the ramp.

Q. The contractor shall install multiple signs that read "No Trespassing" along any exposed property line that fronts to a street, alley, driveway, or other means of pedestrian access.