INVITATION TO BID

FOR

D&L MULTIPURPOSE BUILDING
HUGH MOORE PARK, EASTON, PA

DELAWARE & LEHIGH NATIONAL HERITAGE CORRIDOR, INC.

JANUARY 11, 2019

Optional Pre-Bid Meeting:	***January 25, 201911:00 A.M., Local Time***
Bid Due Date / Time:	***February 4, 2019, 10:00 A.M., Local Time***
Opening Date / Time:	***February 4, 2019, 10:01 A.M. Local Time***

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NOTE: If the Invitation to Bid package you received is missing any pages as identified above, please contact H. Scott Everett at the D&L at (610) 923.3548 x232.

SCOPE & DESCRIPTION OF WORK

DELAWARE & LEHIGH (D&L) MULTIPURPOSE BUILDING -
HUGH MOORE PARK, EASTON, PA

DELAWARE & LEHIGH NATIONAL HERITAGE CORRIDOR, INC.

1.0 GENERAL:

1.1 The Delaware & Lehigh National Heritage Corridor, Inc. (hereinafter referred to as the "D&L") is soliciting bids for a Multipurpose Building to be located at Hugh Moore Park in Easton, PA.

1.2 The overall work consists of the following:

1.2.1 The Bidder will be responsible for the items referenced in these Project Invitation to Bid documents.

1.2.2 The D&L will be responsible for the site preparation and the Contractor must review and be satisfied and accept the site conditions including the crushed aggregate building pad, in writing, as part of the signed contract agreement, before starting the manufacturing of any material, delivering any material or starting any field work.

1.2.3 The D&L shall be responsible for obtaining all of the required permits, except where noted as responsibility of the contractor

2.0 COMPETITION INTENDED:

2.1 It is the D&L's intent that this Invitation to Bid (ITB) permits competition. It shall be the bidder's responsibility to advise the D&L Facilities Manager in writing if any language, requirement, specification, etc., or any combination thereof, that inadvertently restricts or limits the requirements stated in this ITB to a single source. The D&L Facilities Manager must receive such notification not later than 10 days prior to the date set for acceptance of bids.

3.0 QUALIFICATIONS AND EXPERIENCE:

3.1 Bidders must:

3.1.1 Be an established contractor, having conducted business as such for a period of at least three (3) years.

3.1.2 Provide a brief description of their business, to include a general scope of work performed and a synopsis of capabilities and experience.

3.1.3 Provide at least three (3) references, including contact person and telephone number, for similar projects completed within the last three (3) years.

4.0 CONTRACT:

4.1 Bidders may provide the Contract Agreement, subject to review and approval of the D&L.

5.0 TERMINATION OF CONTRACT:

5.1 The D&L reserves the right to cancel this contract at any time for unsatisfactory service or noncompliance of any part of these specifications.

6.0 OPTIONAL PRE-BID MEETING:

6.1 An optional pre-bid meeting will be held at the site, 2750 Hugh Moore Park Road, Easton, PA on January 25, 2019, commencing at 11:00 A.M.

6.2 The optional pre-bid meeting will be the only coordinated access to the site.

6.3 Any information offered that is not already specifically included in this bid packet is considered unofficial, unless received in the form of a written Addendum. Verbal instructions are not binding on either the D&L, or bidder.

7.0 PREVAILING WAGES:

7.1 This project will be subject to the Pennsylvania Prevailing Wage Act (approved August 15, 1961), P.L. 987 (Act No. 442) as amended and supplemented and must be included in the bid pricing. See Exhibit C, as attached.

8.0 PRICING:

8.1 Using the enclosed Bid Form, contractor must provide a firm fixed price offer for the completion of the project. This price should include all licenses, fees and/or expenses normally incurred with this type of work. No additional trucking, freight or fuel surcharges will be either considered or paid.

9.0 PAYMENTS AND INVOICING:

9.1 All invoices shall be submitted directly to:

9.1.1 Delaware & Lehigh National Heritage Corridor, Inc.
2750 Hugh Moore Park Road
Easton, PA 18042
Attn. D&L Facilities Manager

9.2 A 10% retainage factor shall be used for the first half of the project and 5% thereafter. Payments shall be made to the Contractor within 30 days after receipt of an acceptable Request for Payment.

9.3 Final payment shall be processed upon receipt of Application, once the D&L is satisfied that the project has been completed in its entirety and all punch list items have been satisfactorily resolved.

9.4 Liquidated damages at a rate of $150.00 per calendar day will be imposed for each calendar day the Project is not completed beyond the deadline for completion, or approved extension thereof.

9.5 Any request for a change in work, time or cost shall be made as a Change Order and be submitted in writing from one party to the other with a full explanation of the reason for that request. No Change Order shall be considered as approved unless approved in writing by the Contractor and D&L.

10.0 WARRANTY:

10.1 The contractor shall be held liable to repair or replace, at its own expense, any and all work that is found to be defective in quality, assembly, or performance for a period of one (1) year after the date the work is completed and accepted.

10.2 All expenses pertaining to repair or replacement of defective work shall be borne by the contractor.

10.3 The contractor shall correct any and all defects without delay.

10.4 The contractor shall provide a complete list of component warranties.

11.0 DESCRIPTION:

11.1 Building Specifications

The D&L is seeking quotes to provide a multipurpose building with the following standard features:

- Building Dimensions: 40'W x 60'L x 16' side wall height
- Poles placed on minimum 8' centers
- Roofing: minimum 27 gauge standing seam steel roofing with minimum 50 year warranty
- Roofing: Vapor barrier
- Roofing: Ridge vent
- Trusses: standard 4/12 roof pitch on minimum 4' centers
- Portico – 16'W x 62' L x 16' H
- Portico Roof: 2/12 pitch with rafters – no trusses; 1' overhangs on eaves and gable
- Siding: minimum 28 gauge steel siding with minimum 50 year warranty
- Doors: 1 - 12' x 12' "barn style, cross buck" split type sliding door
  1-10' x 10' "barn style, cross buck" split type sliding door
  1- 36" wide entry door
- Overhangs – 1' on eaves and gables
- Gutters and downspouts on both long sides
- Trash Removal
- Cupolas – 48" w/ louvers and interior screening and weathervane
- Designed by a PA. registered engineer or architect to meet all applicable building codes
- Contractor to provide the D&L with three sets of signed and sealed plans and one CD with a pdf file and AUTOCAD file suitable for use by the D&L to add electrical designs or modifications
- Signed and sealed design plans, shop drawings and details to be provided for approval by the D&L within 20 days of the Notice to Proceed
- Building floor – 6" concrete floor with expansion joints, fiber mesh, 3500psi with a top seal coat, sloped to side doors
- Portico concrete pad – 4" pad with expansion joints, fiber mesh, 3500psi with a top seal coat, sloped away from building

The D&L is requesting quotes on the following additional options:

- OPTION---Portico concrete pad – 6" with expansion joints, fiber mesh, 3500psi with a top seal coat, sloped away from building
- OPTION---4 x 3 double hung windows under the eaves on each end
- OPTION---10 mil polyethylene Vapor Barrier under building concrete slab

The following are acceptable alternatives to the above building specifications:

- LVL headers may be used over the sliding doors instead of glu-lam beams.
- Glu-lam beams do not need to be used on the portico side of the building. Alternative must be able to handle snow load.
- D&L will entertain “barn type, cross buck” split type sliding door alternatives. Proposed alternative door details must be provided as part of the bid package.

11.2 Extra Work Provision

The D&L requires each bidder to provide a cost to furnish Extra Work, if needed and approved as a Change Order. Extra Work shall be defined as “Rock or Hard Material” removal only.

The bidder must bid a unit price for the “Extra Cost” they will charge for the removal of rock or hard material that they might encounter during the drilling for the building posts foundations. Rock or Hard Material (R/HM) shall be defined as subsurface rock or other hard material that prevents the contractor from using their normal post excavation drilling equipment after making several reasonable attempts, as verified by the owner’s representative. A maximum allowance of one cubic yard will be approved for any post hole where such rock or hard material is found. The quantity of five (5) cubic yards is an estimate only. The actual amount paid will be based upon the volume of rock or hard material actually encountered, except as limited by one cubic yard per location encountered.

The Extra Work cost shall be estimated as follows:

Rock or Hard Material (R/HM) Estimated Units of Five (5) cubic yards (cy) for project

R/HM Unit Price Bid: $_____per cubic yard

(Unit Price Bid X Five (5) cy) = Total R/HM Bid: $_____

11.3 The specification noted above is simply a guideline of the type of multipurpose building the D&L is interested in. **The D&L recognizes that all manufacturers' items may not be 100% compatible with these specifications. We therefore ask bidders to propose items as close to these specifications as possible. Your bid must include a detailed comparison to the items specified below to those being proposed. BIDS RECEIVED WITHOUT THIS COMPARISON WILL NOT BE CONSIDERED FOR AWARD.** Any reference to a manufacturer is for comparison purposes, and therefore the D&L will equally accept an "or APPROVED EQUAL":

11.4 Site preparation will be provided by the D&L.

11.5 All material is to be new and in top condition and all performance shall be provided in a neat and workmanlike manner and provided in accordance with the applicable building codes and approved building plans, shop drawings and details.

SPECIFICATIONS

12.0 DRAWING PACKAGE:

12.1 The plot and D&L generated building sketches are attached as Exhibit A and Exhibit B

13.0 STAKEOUT:

13.1 Stakeout of the project shall be provided by the D&L one time, with one hub at each corner of the basic building. The contractor shall be responsible for any other reference control stakes needed.

14.0 REMOVAL OF MATERIALS:

14.1 All trash must be removed from the site at the contractor's expense.

15.0 MATERIAL STAGING AREAS:

15.1 Material staging areas, if required, shall be agreed upon by the successful bidder and the D&L and any area disturbed by the contractor shall be protected from mud accumulation on the park driveways and soil erosion and shall be restored to the existing conditions

16.0 SPOILS

16.1 Spoils generated during construction can be placed in a predetermined location adjacent to the building site and will be removed by the D&L.

17.0 SEEDING:

17.1 Final seeding and mulching of the disturbed and restored areas will be performed by the D&L.

18.0 BRIDGE RESTRICTIONS

18.1 The bridge used as point of entry to Hugh Moore Park (and to the construction site within the park) has the following height and weight restrictions:

Height – 13 feet Weight (single) – 26 tons Weight (combo) – 33 tons

19.0 NORMAL WORKING HOURS

19.1 The normal working hours of the D&L are 8am – 4:30pm M-F. Other hours and days be arranged through prior arrangement with the D&L.

20.0 ACCESS GATE

19.1 There is a closed access gate to the construction site. Arrangement will be made to give the contractor gate access during construction.

21.0 PERMITS:

21.1 The D&L is responsible for obtaining and paying for all necessary permits and licenses for execution and completion, except that the contractor shall obtain and pay for the Building Permit and any Licenses needed for the Building construction.

21.2 The contractor shall arrange for and pay for any Building Code Inspections required by the City and provide all material and perform all work according to applicable codes.

22.0 APPROVED EQUAL:

22.1 Any prospective vendor bidding on other than "as specified" shall be required to supply complete and descriptive literature for their product, including all packaging and/or technical data, so that fair and impartial consideration may be granted. The discretion of what constitutes an equal will remain with the D&L, and such a decision will be final.

INSTRUCTIONS TO BIDDERS

23.0 FORM OF BID:

23.1 Bid shall be made upon the form provided and all blank spaces in the form shall be **clearly printed or typed in a legible manner**. The signature shall be an original in long hand, and the completed form shall be without interlineation, alteration, or erasure. **The provided form shall be neither re-typed, nor scanned.**

23.2 Any and all supporting documentation should be provided utilizing two (2) sided copies, if possible.

23.3 Elaborate bids in the form of brochures or other presentations **beyond that necessary** to present a complete and effective bid are not desired.

23.4 Facsimile bids will not be considered.

24.0 DUE / OPENING DATES:

24.1 **One (1) clearly marked original and two (2) clearly marked complete copies of your bid** shall be delivered H. Scott Everett, D&L Facilities Manager, 2750 Hugh Moore Park Road, Easton, PA 18042, enclosed and sealed in an opaque envelope, addressed to him and marked, **"Bid for the D&L Multipurpose Building"**, according to this "Invitation to Bid".

24.2 The cutoff time for receipt of bids shall be 10:00 AM local Time, **February 4, 2019. The D&L Facilities Manager's time clock shall be considered the official time. It is suggested that firms submit their bids early to avoid traffic accidents, overnight courier errors, etc… as there will be no exceptions whatsoever to this cutoff.**

24.3 Bids will be opened 10:01 AM Local Time, **the same day, February 4, 2019,** at the office of the Delaware & Lehigh National Heritage Corridor, Inc., 2750 Hugh Moore Park, Easton, PA 18042.

25.0 BID SECURITY:

25.1 Bid must be accompanied by a Bank Cashier's Check, Certified Check or Bid Bond in the amount of 10% of the total amount of the bid. Any Bid Bond submitted must be an original, contain all required signatures and be covered with surety of a company authorized to do business in the Commonwealth of Pennsylvania. Such bid security shall be made payable to "Delaware & Lehigh National Heritage Corridor, Inc." as a guarantee of good faith and is to secure the D&L from any loss by failure to comply with any of the terms of the bid, and is to become the property of said D&L as just and liquidated damages in case the successful bidder fails to enter into a contract or accept a Purchase Order within ten (10) days after the award has been made. **Please have this as the 1st page in your submittal package.**

25.2 Any and all costs associated with providing this Bid Security are the responsibility of the bidder. The D&L will not reimburse for any costs, regardless of the award results of this "Invitation to Bid".

25.3 The deposits of bidders other than the one to whom the contract may be awarded, shall be returned immediately after a contract has been signed. The bid security of the successful bidder will be returned upon receipt of the required Performance and Labor & Material Payment Bonds.

26.0 BONDING:

26.1 The successful bidder, when awarded the contract shall furnish the following bonds:

26.1.1 Performance and Payment Bond - Guaranteeing that the work will be completed in accordance with the Contract Documents and within the time specified. The Performance

Bond amount shall be equivalent to **ONE HUNDRED PERCENT (100%)** of the total contract.

26.1.2 Maintenance Bond - Guaranteeing against faulty workmanship and materials incorporated in the work covered by the Contract for a period of one (1) year after the date of the completion, approval and acceptance of the work. The Maintenance Bond amount shall be the greater of **TEN PERCENT (10%)** of the total contract, or **ONE THOUSAND DOLLARS ($1,000.00)**.

27.0 INSURANCE:

27.1 The selected firm shall, at its sole cost and expense, procure and maintain in full force and effect covering the performance of the services rendered under this agreement, insurance in the types and limits specified below. In addition to the insurance coverage and limits listed herein, the selected firm shall obtain any other insurance coverage as may be required by law.

27.1.1 General Liability Insurance:

27.1.1.1 Limits of Liability: $1,000,000 in the aggregate and per occurrence.

27.1.1.2 Coverage: Premise operations, blanket contractual liability, personal injury liability (employee exclusion deleted), products and completed operations, independent contractors, employees and volunteers as additional insureds, joint liability, and broad form property damage (including completed operations).

27.1.2 Workers' Compensation and Employers' Liability Insurance:

27.1.2.1 Limits of Liability: Statutory Limits.

27.1.2.2 Other States' coverage and Pennsylvania endorsement.

27.1.3 Automobile Liability:

27.1.3.1 Limit of Liability: $1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability.

27.1.3.2 Coverage: Owner, non-owned and hired vehicles.

27.1.3.3 The selected firm shall ensure that all staff operating said vehicles are licensed drivers and properly insured.

27.2 All insurance provided for in this section shall be obtained under valid and enforceable policies issued by insurers of recognized responsibility which are licensed to do business in the Commonwealth of Pennsylvania. The D&L requires that Certificates of Insurance evidencing the existence of such insurance shall be submitted to the D&L prior to signing the contract. If the term of this contract coincides with the term of the selected firm's insurance coverage, a Certificate from the expiring policy will be accepted, but a Certificate evidencing renewed coverage of a new policy must be presented to the D&L no later than 30 days after the effective date of the policy.

27.3 With the exception of the Automobile Insurance Policy, each policy and Certificate of Insurance shall contain an endorsement naming the “Delaware and Lehigh National Heritage Corridor, Inc.”, the “City of Easton”, and the “County of Northampton” as additional insured party thereunder; and a provision that at least 30 calendar days prior written notice be given to the D&L in the event coverage is canceled or non-renewed or coverage reduced.

27.4 If the selected firm desires to self-insure any or all of the coverages listed in this section, it shall provide to the D&L documentation that such self-insurance has received all the approvals required by law or regulations, as well as the most recent audited financial statement of the selected firm's

insurance. Any coverage which is self-insured shall provide the same coverage limits and benefits as the coverages listed in this section.

27.5 If the selected firm fails to obtain or maintain the required insurance, the D&L shall have the right to treat such failure as a material breach of the contract and to exercise all appropriate rights and remedies.

27.6 The selected firm shall include all subcontractors as insureds under its policies or shall furnish separate Certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated in this agreement.

28.0 CONTRACT AGREEMENT FORM

28.1 The Contract Agreement Form, as found later in this document, shall be used as a basis for the formal Contract Agreement used for this project.

29.0 HOLD HARMLESS CLAUSE:

29.1 Contractor shall be an independent contractor in respect to its performance under the contract, and shall assume all risks and responsibilities for losses of every description in connection with the service that can be attributed either directly or indirectly to the Contractor and the Contractor r agrees to indemnify, defend and hold harmless the D&L, its agents and employees for or on account of any damages, loss or injury including the cost of litigation or legal counsel resulting from, but not limited to, the actions of the Contractor or Contractor's employees, volunteers or sub- contractors, in fulfilling the terms of the Contract.

30.0 EXCLUSIVE JURISDICTION:

30.1 The parties agree that any dispute, controversy or claim arising under or in connection with the resulting Project Agreement or its performance by either party shall be decided exclusively by and in the Court of Common Pleas of Northampton County, Pennsylvania. For such purpose, each party hereby submits to the personal jurisdiction of the Northampton County Court sitting in Easton, Pennsylvania, and agrees that service of process may be completed and shall be effective and binding upon the party served if mailed by certified mail, return receipt requested, postage prepaid and properly addressed to the party as set forth elsewhere in the resulting Project Agreement. Each party waives any objection to the personal jurisdiction of such court and agrees that it shall be barred from asserting any such objection, as long as any process is served in accordance with the foregoing. In the event that a party refuses to accept delivery of such process, then process may be served upon the Secretary of the Commonwealth of Pennsylvania in the same fashion, whereupon such service shall be deemed to have been made upon the refusing party as fully as if process had been accepted. Each party hereby agrees to and does hereby waive any right to assert or move for transfer of venue to any court outside the Commonwealth of Pennsylvania, based upon the doctrine of forum nonconveniens or otherwise. Each party may assert its customary appeal rights in the appellate courts of the Commonwealth of Pennsylvania from a final determination of the Northampton County Court of Common Pleas. Each party further acknowledges and agrees that this paragraph has been negotiated at arms' length with the assistance of counsel and the legal effect fully explained, and that it is a knowing and voluntary agreement.

31.0 FEDERAL EXCISE AND PA SALES TAX:

31.1 The D&L is exempt from Federal Excise Taxes and Pennsylvania Sales Taxes, as a 501(c)3 as a

non-profit corporation. Net prices as shown in the bid shall exclude such Federal and State Tax amounts.

31.2 This provision shall not apply to construction, repair and/or maintenance contracts where the bidder purchases supplies, materials and/or equipment for the performance of the contract and

includes the costs thereof in computation of the bid.

32.0 AVAILABILITY OF APPROPRIATED FUNDS:

32.1 The Offeror hereto agrees that any and all payments due from the D&L, as required under the terms of this agreement, are contingent upon the availability of Appropriated Funds.

33.0 STEEL PRODUCTS PROCUREMENT ACT:

33.1 Pursuant to the "Steel Products Procurement Act", 73 P.S. δ1881 et seq., if any steel products are to be used or supplied in the performance of the Contract, only steel products as defined in the Act shall be used or supplied in the performance of the Contract, or any Subcontracts thereunder.

34.0 ACCESS TO ACCOUNTING RECORDS:

34.1 The Contractor shall check all materials, equipment and labor entering into the Work and shall keep such full and detailed accounts as may be necessary for proper financial management under this Agreement, and the system shall be reasonably satisfactory to the D&L. The D&L, or its representative, shall be afforded access to all the Contractor's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to this Contract, and the Contractor shall preserve all such records for a period of three (3) years, or for such longer period as may be required by law, after the final payment. (AIA Document A111-1978, Article 12)

35.0 ASSIGNMENT OF REFUND RIGHTS:

35.1 The Contractor hereby assigns and transfers to the D&L all its rights to sales and use tax which may be refunded as a result of a claim for refund for materials purchased in connection with this Contract. The Contractor further agrees that it will not file a claim for refund for any sales or use tax which is the subject of this assignment.

36.0 CONTRACTS WITH SUBCONTRACTORS:

36.1 The Contractor agrees to include the "Access to Accounting Records" and "Assignment of Refund Rights" paragraphs, in full, in any contracts with subcontractors.

36.2 In the event that application of the requirements of this section would violate state or federal law, or would render the D&L ineligible for the receipt of funds from outside sources, the provisions of this section shall not control.

36.3 The term "construction project" as used in Section 39.1 is defined as "construction, renovation, rehabilitation or demolition project".

37.0 EXCEPTIONS:

37.1 **Any exceptions to terms, conditions, or other requirements in any part of this Invitation to Bid must be clearly pointed out in the offeror's bid. Otherwise, the D&L will consider that all items offered are in strict compliance with this Invitation to Bid, and the successful proposer will be responsible for compliance**.

37.2 The D&L Facilities Manager shall be the sole judge of which, if any, exceptions are acceptable and such a decision will be final.

38.0 BID WITHDRAWAL:

38.1 If, within twenty-four (24) hours after the bids are opened, any Bidder files a duly signed written notice with the D&L, and promptly thereafter demonstrates to the reasonable satisfaction of the D&L that there was a material and substantial mistake in the preparation of its bid, that bidder will

not be permitted to modify its bid but may withdraw its bid and the bid security will be returned.

38.2 Thereafter, that bidder will be disqualified from further bidding on the goods or services to be furnished under this "Invitation to Bid".

39.0 AWARD OF CONTRACT:

39.1 It is the intent of the D&L to award the Contract within 30 days from bid opening, to the lowest responsible bidder meeting all requirements of this "Invitation to Bid".

39.2 The D&L Facilities Manager will grant due consideration to any features of Specifications submitted by the bidders, and does hereby reserve the right to choose any bidder which, in his judgment is best suited for the intended purposes. The D&L Facilities Manager does also reserve to himself, the right to reject any or all bids, and the right to waive all informalities in awarding a contract in the best interests of the D&L.

40.0 PUBLIC RECORDS REQUESTS:

40.1 Under Pennsylvania's "Right to Know" law, Act 3 of 2008, 65 P.S. §67.101 et seq., all documents created or received by the D&L are presumed to be public and available for inspection and duplication.

40.2 If there is a request for a record submitted to the D&L by a third party with that party's written and signed statement that the record contains a trade secret or confidential proprietary information, the party has five (5) business days from receiving notice from the D&L to provide input on the release of the record. The third party shall then be notified whether the D&L released the record.

40.3 Requests for public records which are unquestionably public may be made to the D&L. The party requesting copy shall pay $0.25 per page.

41.0 COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS:

41.1 Attention of Bidders is called to the necessity of complying with all Federal, State and local laws and regulations including but not limited to the following: Federal Occupational Safety and Health Act of 1970 (O.S.H.A.); Architectural Barriers Act of 1968 and Section 504 of the Rehabilitation Act of 1973; PA Act 235 of 1965, as amended; Universal Accessibility Act, and Americans with Disabilities Act (ADA) of 1990.

42.0 NONDISCRIMINATION / SEXUAL HARASSMENT CLAUSE:

42.1 During the term of this contract, the contractor agrees as follows:

42.1.1 In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the contractor, subcontractor, or any person acting on behalf of the contractor or subcontractor shall not, by reason of gender, race, creed, or color, discriminate against any citizen who is qualified and available to perform the work to which the employment relates.

42.1.2 Neither the contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract on account of gender, race, creed, or color.

42.1.3 Contractors and subcontractors shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.

42.1.4 Contractors and subcontractors shall not discriminate by reason of gender, race, creed, or color against any subcontractor or supplier who is qualified to perform the work to which the contracts relates.

42.1.5 The contractor and each subcontractor shall furnish all necessary employment documents and records to and permit access to their books, records, and accounts by the contracting agency for purposes of investigation, to ascertain compliance with provisions of this Nondiscrimination/Sexual Harassment Clause. If the contractor or any subcontractor does not possess documents or records reflecting the necessary information requested, the contractor or subcontractor shall furnish such information on reporting forms supplied by the contracting agency.

42.1.6 The contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that such provisions will be binding upon each subcontractor.

42.1.7 The D&L may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause.

43.0 COOPERATION WITH UTILITIES:

43.1 In accordance with Pennsylvania Act 187 of 1996, the Contractor shall obtain clearance for subsurface work by calling the Pennsylvania One Call System at 1-800-242-1776, and shall notify all “Users” (Utilities) that he will be making an excavation at least three (3) working days prior to the day of beginning such work so that each “User” can mark or locate their lines for the Contractor in the area of excavation. The Contractor shall indicate that he has notified all “Users” by supplying to the County a list of all Serial or Code Numbers received from the appropriate “User” (Utility).

44.0 NON-COLLUSION AFFIDAVIT:

44.1 The D&L requires that the provided Non-Collusion Affidavit be submitted with all bids pursuant to its authority according to the Pennsylvania Antibid-Rigging Act, 73 P.S. Section 1611 et seq.

44.2 This Affidavit must be executed by the member, officer or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.

44.3 Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of this bid.

44.4 In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.

44.5 The term "complementary bid" as used in the Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids lower than the bid of another firm, any intentionally high or non-competitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.

44.6 Failure to provide an Affidavit in compliance with these instructions may result in disqualification of the bid.

45.0 NO BID REPLY:

45.1 To assist in obtaining good competition on Invitations to Bid, each firm who has received an invitation, but does not wish to bid, is asked to complete and return the attached No Bid Reply

Form. This information will not preclude receipt of future invitations unless you either request removal from the Bidders List or do not return either this form, or a bonafide bid.

46.0 QUESTIONS / CLARIFICATIONS:

46.1 **Any official questions and/or clarifications shall be directed, in writing, to the person noted below, on or before 4:00 P.M., January 29, 2019. Questions raised after this cut-off will remain unanswered**.

H. Scott Everett
D&L Facilities Manager
2750 Hugh Moore Park Road
Easton, PA 18042
Phone: (610) 923-3548 x232
Fax: (610) 923-0537
Email: facilities@delawareandlehigh.org

46.2 Questions will be answered in writing and distributed to all firms attending the mandatory pre-bid meeting described in section ***6.0***.

46.3 A second round of formal questions may be added, if necessary, after the optional pre-bid meeting.

46.4 Any information offered that is not already specifically included in this ITB packet is considered unofficial, unless received in the form of a written Addendum. Verbal instructions are not binding on either the D&L, or firm.

46.5 Questions answered outside of the parameters described above are neither valid, nor binding upon the D&L.

47.0 FUTURE "INVITATIONS TO BID"

47.1 Publicly offered D&L "Invitations to Bid" being coordinated by the D&L can be found on the D&L's website. To access these projects:

47.1.1 Proceed to "www.delawareandlehigh.org".

47.1.2 In the upper left corner of the home page, click on the "Menu" icon

47.1.3 From the Menu, select "Documents"
47.1.4 From the Documents menu, select "Invitation to Bid"
42.1.5 From "Invitation to Bid", you will be able to view the advertisement and download the Invitation to Bid directly from the website.

48.0 TABULATION OF RESPONSES:

48.1 A **draft** tabulation sheet of responses received to this Invitation to Bid will be available for review (in Adobe's Portable Document Format) on the D&L's Website within approximately 24 hours of the bid opening. This information is provided to give participating firms a preliminary understanding of the responses received. These sheets will remain listed until an award decision is made. To access these draft tabulations:

48.1.1 Proceed to "www.delawareandlehigh.org".

48.1.2 In the upper left corner of the home page, click on the "Menu" icon

48.1.3 From the Menu, select “Documents”

48.1.4 From the Documents menu, select “Invitation to Bid”

48.1.5 Once the bid is awarded, the **final** tabulation sheet of responses will be available under the same “Invitation to Bid” tab

48.2 Once the bid is awarded, the **final** tabulation sheet of responses will be available under the “Bid Awards” section on the D&L’s Website, with the successful bid highlighted.

49.0 AUTHORITY TO DISTRIBUTE BID PACKAGES:

49.1 The D&L (and website, if applicable) is the sole entity authorized to provide this ITB package to interested companies or individuals. Firms who are working from an ITB package obtained from any other source may have an incomplete set of documents. The D&L assumes no responsibility for any error, omission, or misinterpretation resulting from a company’s use of an incomplete ITB package.

49.2 Firms who have received the ITB package from a source other than the D&L (and website, if applicable) are advised to contact the office to provide their company name, mailing address, telephone number, fax number, contact name and contact e-mail address. This will ensure that the company receives all ITB related communications and documents, including addenda.

- - - END OF INSTRUCTIONS TO BIDDERS - - -

BID FORM

D&L MULTIPURPOSE BUILDING
Hugh Moore Park, Easton, PA

We, _____, on this the _____ day of _____, 2018 hereby:
(Bidder's Name)

A. BUILDING

Propose to furnish all labor, materials, equipment and services required to construct and complete the D & L Multipurpose Building, Hugh Moore Park, Easton, PA, in accordance with this "Invitation to Bid", for the firm fixed base bid sum of _____ Dollars ($_____).

B. EXTRA WORK PROVISION

R/HM Unit Price Bid: $_____per cubic yard

(Unit Price Bid X Five (5) cy) = Total R/HM Bid: $_____

C. TOTAL : BUILDING (A) + EXTRA WORK PROVISION (B)

$_____

Optional Items:

- OPTION---Portico concrete pad – 6" with expansion joints, fiber mesh, 3500psi with a top seal coat, sloped away from building - ADD $_____
- OPTION---4 x 3 double hung windows under the eaves on each end - ADD $_____
- OPTION---10 mil polyethylene Vapor Barrier under building concrete slab - ADD $_____

- **Commit to complete work within 90 calendars days of Notice to Proceed, unless an extension is approved by Change Order or be subject to a Liquidated Damages of $150.00 per calendar day for the days that the project remains incomplete.**

- Have received and reviewed the following Addenda (if applicable):

1. _____, dated _____.
2. _____, dated _____.
3. _____, dated _____.

We have included one (1) clearly marked original and two (2) clearly marked copies of the following as our bid:

- ✓ A Bank Cashier's Check, Certified Check or Bid Bond in the amount of _____

  _____

  _____ Dollars ($_____) as required security, this being an amount equivalent to at least ten percent (10%) of the total bid amount. **Please have this as the 1st page in your submittal package.**

- ✓ This Bid Form.

- ✓ Documentation as required by Section ***3.0***, including the Reference Form.

  - ✓ If bidding an alternate product(s), documentation as required by other sections of this Invitation to Bid.

- ✓ Non-Collusion Affidavit Form.

.

NOTE: **THE ENTIRE BID PACKET NEED NOT BE RETURNED. Please be sure to provide the requested number of copies of all bidder provided attachments. Thank you.**

Communications Concerning this Bid shall be addressed to:

Contact Person Name: _____

Contact Person Title: _____

Address: _____

_____

Telephone Number: _____

Fax Number: _____

Email Address: _____

Authorized Signature of Bidder

When the Bidder is an Individual:

_____ _____

Name of Bidder Federal Tax ID Number

_____ _____

Street Address City State Zip

_____ _____ _____

Telephone Number Fax Number Email Address

_____ _____

Signature Signatory's Name and Title (Printed)

When the Bidder is a Partnership:

_____ _____

Name of Partnership Federal Tax ID Number

_____ _____

Street Address City State Zip

_____ _____ _____

Telephone Number Fax Number Email Address

_____ _____

Signature Signatory's Name and Title (Printed)

When the Bidder is a Corporation:

_____	_____
Name of Corporation	Federal Tax ID Number
_____	_____
Street Address	City State Zip
_____ _____	_____
Telephone Number Fax Number	Email Address
_____	_____
Signature (** see note below)	Signatory's Name and Title (Printed)
_____	_____
Witness's Signature (** see note below)	Witness's Name and Title (Printed)

** The President's or Vice President's signature must be attested by the Corporate Secretary or Treasurer. If any employee other than the President or Vice President signs on behalf of the corporation, or if the President's or Vice President's signature is not attested to by the Corporate Secretary or Treasurer, a copy of the corporate resolution authorizing said signature must be attached to this bid. Failure to attach a copy of the appropriate authorization, if required, may result in rejection of the bid.

CONTRACT AGREEMENT

Between

_____

And

Delaware & Lehigh National Heritage Corridor, Inc.

This Contract Agreement is entered into this ____ day of _____ 2019, by and between _____(hereinafter referred to as **"Contractor**") and the Delaware & Lehigh National Heritage Corridor, Inc., a 501 (c) 3 non-profit corporation located at 2750 Hugh Moore Park Road, Easton, PA 18042 (hereinafter referred to as "**D&L**"). This Contract Agreement shall be governed and construed under the Laws of the Commonwealth of Pennsylvania.

WHEREAS, D&L requested bids for the "D&L Multipurpose Building:"

WHEREAS, Contractor submitted a bid to D&L relating to construction of the aforementioned D&L Multipurpose Building:

AND WHEREAS, D&L has approved the award of this project to Contractor:

NOW, THEREFORE, the parties hereto intending to be legally bound agree as follows:

Scope of Services: Contractor shall provide all design, labor, material and services needed for the construction of a multipurpose building as described in D&L's **"Invitation to Bid" dated January 11, 2019 as attached Exhibit One, including all attachments and any addendums.**

Documentation: Contractor shall provide to the D&L the required documentation (bonds, legal documents and insurance documents) as specified in Exhibit One prior to the D&L signing of this Contract Agreement.

Time of Performance: Entire scope of work must be completed within ninety (90) calendar days from the date of Notice to Proceed.

Payment Terms: Payment will be made thirty (30) days after D&L approval of invoice submission. The D&L will not delay approval of invoices provided all required information is complete.

Site Conditions: By signature of this Contract Agreement both parties hereby approve the crushed aggregate building pad and the state of the existing site conditions.

Change Orders: The Contractor shall provide a description of any "D&L Proposed" or "Contractor Requested" change in the scope of work and provide their proposed change (cost addition or credit adjustment) in project cost for that Change Order. A Change Order for the excavation of any rock or hard material (if encountered), as defined by the Bid Form for Addendum A, shall be paid for on a "Unit Price" basis in accordance with the Bid Form for Addendum A. Any changes in the scope of work must be agreed upon by both parties in writing, as a Change Order Amendment to this Contract Agreement before work change is started.

Total Contract Award Amount: _____**Dollars**

($_____) in words and numbers

Non-Assignability: Contractor may not assign or subcontract the Contract Agreement without the prior written approval of D&L.

Compliance: Contractor shall comply with all applicable laws, ordinances and codes of the Federal, State and Local governments.

IN WITNESS THEREOF, the parties hereto have caused this Contract Agreement to be executed by the proper authorized officers.

WITNESS: _____**Contractor**

_____ _____
Signature

Date: _____
Name and Title

WITNESS: **DELAWARE & LEHIGH NATIONAL HERITAGE CORRIDOR, INC.**

_____ _____
Signature

Date: _____
Name and Title

REFERENCE FORM
D & L MULTIPURPOSE BUILDING

HUGH MOORE PARK, EASTON, PA
DELAWARE & LEHIGH NATIONAL HERITAGE CORRIDOR, INC.

1. COMPANY NAME: _____

   ADDRESS: _____

   CONTACT PERSON: _____

   TELEPHONE #: _____ FAX#: _____

   PROJECT NAME: _____

   CONTRACT VALUE: _____

   START & END DATES: _____

2. COMPANY NAME: _____

   ADDRESS: _____

   CONTACT PERSON: _____

   TELEPHONE #: _____ FAX#: _____

   PROJECT NAME: _____

   CONTRACT VALUE: _____

   START & END DATES: _____

3. COMPANY NAME: _____

   ADDRESS: _____

   CONTACT PERSON: _____

   TELEPHONE #: _____ FAX#: _____

   PROJECT NAME: _____

   CONTRACT VALUE: _____

   START & END DATES: _____

NON-COLLUSION AFFIDAVIT FORM
D & L MULTIPURPOSE BUILDING
HUGH MOORE PARK, EASTON, PA

DELAWARE & LEHIGH NATIONAL HERITAGE CORRIDOR, INC.

State of _____:

County of _____:

I state that I am _____ (Title) of _____ (Name of Firm) and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

(1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.

(2) Neither the price(s) nor amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.

(3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid lower than this bid, or to submit any intentionally low or noncompetitive bid or other form of complementary bid.

(4) The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.

(5) _____ (Name of Firm), its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that _____ (Name of Firm) understands and acknowledges that the above representations are material and important, and will be relied on by the D&L in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the D&L of the true facts relating to the submission of bids for this contract.

_____
Signature

_____
Name and Company Position

SWORN TO AND SUBSCRIBED
BEFORE ME THIS _____ DAY
OF _____, 200___

_____
Notary Public

My Commission Expires:

NO BID REPLY FORM

D & L MULTIPURPOSE BUILDING
HUGH MOORE PARK, EASTON, PA

DELAWARE & LEHIGH NATIONAL HERITAGE CORRIDOR, INC.

To assist us in obtaining good competition on our Invitations to Bid, we ask that each firm who has received an invitation, **but does not wish to bid**, state their reason(s) below and **return this form to the Delaware & Lehigh National Heritage Corridor, Inc. 2750 Hugh Moore Park Road, Easton, PA 18042, Attn: D&L Facilities Manager**. This information will not preclude receipt of future invitations unless you either request removal from the Bidders List by indicating below, or do not return either this form, or a bonafide bid.

Unfortunately, we must offer A "No Bid" at this time because:

_____ 1. We do not wish to participate in the bid process.

_____ 2. We do not wish to bid under the terms and conditions of the Request for Bid document. Our objections are:

_____

_____

_____ 3. We do not feel we can be competitive.

_____ 4. We do not wish to contract with the D&L. Our objections are:

_____

_____

_____ 6. We do not provide the services on which Bids are requested.

_____ 7. Other: _____

_____

_____ _____
FIRM NAME WEBSITE (IF APPLICABLE)

_____ _____
STREET ADDRESS CITY STATE ZIP

_____ _____ _____
TELEPHONE NUMBER FAX NUMBER EMAIL ADDRESS

_____ _____
SIGNATURE SIGNATORY'S NAME AND TITLE (PRINTED)

_____ We wish to remain on the Bidders' List.
_____ We wish to be deleted from the Bidders' List

PAYMENT BOND FORM

D & L MULTIPURPOSE BUILDING
HUGH MOORE PARK, EASTON, PA

DELAWARE & LEHIGH NATIONAL HERITAGE CORRIDOR, INC.

PAYMENT BOND

KNOW ALL THESE MEN BY THESE PRESENTS, that we,_____ as Principal (the "Principal"), and _____, a corporation organized and existing under the laws of the _____ of_____, as Surety (the "Surety"), are held and firmly bound unto _____, as Obligee (the "Obligee"), as hereinafter set forth, in the full and just sum of_____
_____DOLLARS ($_____), lawful money of the United States of America; for payment of which we bind ourselves and each of our respective heirs, legal representatives, successors and assigns, jointly and severally, by these presents.

WITNESSTH THAT:

WHEREAS, The Principal hereto has submitted to the Obligee a certain Proposal, dated _____, 20 __(the "Proposal"), to perform certain Work for the Obligee, in connection with the construction of
_____
pursuant to plans, specification and other related documents constitutuing the Contract Documents, which are incorporated into the Proposal by reference (the "Contract Documents") as prepared by _____, Registered Engineers; and

WHEREAS, before an award shall be made to the Principal by the Obligee in accordance with the Proposal, the Principal shall furnish this Bond to the Obligee, with this Bond to become binding upon the award of a Contract to the Principal by the Obligee in accordance with the Proposal; and

WHEREAS, It also is a condition of the Contract Documents that this Bond shall be furnished by the Principal to the Obligee; and

WHEREAS, Under the Contract Documents, it is provided, inter alia, that if the Principal shall furnish this Bond to the Obligee, and if the Oblgee shall make an award to the Principal in accordance with the Proposal, then the Principal and the Obligee shall enter into an agreement with respect to performance of such Work (the "Contract"), and the form of Agreement is set forth in the Contract Documents.

NOW, THEREFORE, the terms and conditions of this Bond are and shall be that if the Principal and any subcontractor of the Principal to whom any portion of the Work under the Contract shall be subcontracted, promptly shall pay or shall cause to be paid, in full, all money which may be due any claimant supplying labor or materials in the prosecution and performance of the Work in accordance with the Contract Documents, including any amendment, extension or addition to the Contract and/or to the Contract Documents, for materials furnished or labor supplied or labor perfromed, then this Bond shall be void; otherwise this Bond shall be and shall remain in force and effect.

This Bond shall be solely for the protection of claimants supplying labor or materials to the Principal or to any subcontractor of the Principal in the prosecution of the Work covered by the Contract, including any amendment, extension or addition to the Contract. The term "Claimant", when used herein and as required by the Act, shall mean any individual, firm, partnership, association or corporation. The phrase "labor or materials", when used herein and as required by the Act, shall include public utility services and reasonable rentals of equipment, but only for periods when the equipment rented is actually used at the site of the Work covered by the Contract. As required by the Act, the provisions of this Bond shall be applicable whther or not the material furnished or labor performed enters into and becomes a component part of the public building, public Work or public improvement contemplated by the Contract Documents and the Contract.

The Principal and the Surety agree that any claimant, who has performed labor or furnished materials in the prosecution of the Work in accordance with the Contract Documents, including an amendment, extension or

addition to the Contract and/or to the Contract Documents, and who has not been paid therefore, in full, before the expiration of ninety (90) days after the day on which such claimant performed the last of such labor or furnished the last of such materials for which payment is claimed, may institute an action upon this Bond, in the name of the Claimant, in assumpsit, to recover any amount due to claimant for such labor, or materials, and may prosecute such action to final judgement and may have execution upon the judgement; Provided, however, that: (a) any claimant who has a direct contractual relationship with any subcontractor of the Principal, but has no contractual relationship with, express or implied, with the Principal, may institute an action upon this Bond only if such a claimant first shall have given written notice, served in the manner provided in the Act, to the Principal, within ninety (90) days from the date upon which such claimant performed the last of the labor or furnished the last of the materials for which payment is claimed, stating, with substantial accurary, the amount claimed and the name of the person for whom the Work was performed or to whom the material was furnished; and (b) no action upon this Bond shall be commenced after the expiration of one (1) year from the day upon which the last of the labor was performed or material was supplied, for the payment of which such action is instituted by the Claimant; and (c) every action upon this Bond shall be instituted either in the appropriate court of the County where the Contract is to be performed or of such other County of Pennsylvania statutes shall provide, or in the United States district court for the district in which the project, to which the Contract related, is situated, and not elsewhere.

The Principal and the Surety agree that any alterations, changes and/or additions to the Contract Documents, and/or any alterations, changes and/or additions to the Work to be performed under the Contract in accordance with the Contract Documents, and/or any alterations, changes and/or additions to the Contract, and/or any giving by the Obligee of any extensions of time for the performance of the Contract in accordance with the Contract Documents, and/or an act of forbearance of either the Principal or the Obligee toward the other with respect to the Contract documents and the Contract, and/or the reduction of any percentage to be retained by the Obligee as permitted by the Contract Documents and by the Contract, shall not release, in any manner whatsoever, the Principal and the Surety, or either of them, or their heirs, executors, administrators, successors and assigns, from liability and obligations under this Bond; and the Surety, for value received, does waive notice of any such alterations, changes additions, extensions of time, acts of forbearance and/or reduction of retained percentage.

If the Principal is a foreign corporation (incorporated under any laws other than those of the Commonwealth of Pennsylvania) then further terms and conditions of this Bond are and shall be that the Principal or the Surety shall not be discharged from liability on this Bond, nor this Bond surrendered until such Principal files with the Obligee a certificate from the Pennsylvania Department of Revenue, evidencing the payment in full of all bonus taxes, penalties and interest, and a certificate from the Bureau of Employment and Unemployment Compensation of the Pennsylvania Department of Labor and Industry, evidencing the payment of all unemployed compensation, contributions, penalties, and interest due the Commonwealth of Pennsylvania from said Principal or any foreign corporation, subcontractor thereunder of for which liability has accrued but the time for payment has not arrived, all in accordance with provisions of the Act of June 10, 1947, P.L. 493, of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the Principal and the Surety cause this Bond to be signed, sealed and delivered this_____day of_____, 20_____.

(Individual Principal)

Witness or Attest:

_____(SEAL)
(Signature of Individual)

_____
Trading and doing business as
_____

(Partnership Principal)

Witness or Attest: _____

(Name of Partnership)

_____ By:_____(SEAL)
(Partner)

_____ By:_____(SEAL)
(Partner)

_____ By:_____(SEAL)
(Partner)

_____ By:_____(SEAL)
(Partner)

(Corporation Principal)

Witness or Attest:_____

(Name of Corporation)

_____ By:_____
(CORPORATE SEAL) (Title)

or, (if Appropriate)

Witness or Attest: _____

(Name of Corporation)

_____ *By:_____
(CORPORATE SEAL) (Authorized Representative)

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

(Corporation Surety)

Witness: or Attest: _____

(Name of Corporation)

_____ **By:_____
(CORPORATE SEAL) (Title)

**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.