

**INVITATION TO BID**  
**BESSEMER LAKE PARK PHASE 2 IMPROVEMENTS**  
**BESSEMER, LAWRENCE COUNTY, PENNSYLVANIA**

KU Resources, Inc. will receive Sealed Bids for the Bessemer Lake Phase 2 Improvements located in Bessemer, Lawrence County, PA, until 7:00 P.M. (prevailing time) on **Thursday, May 23, 2024** at Bessemer Borough Office 201 ½ E. Poland Ave., PO Box 789, Bessemer, PA 16112, and will immediately be opened, read aloud, and recorded.

Work generally consists of sitework and electrical work in preparation for the Owner's installation of new playground equipment, but is not limited to, the following:

- Mobilization & Demobilization
- Insurance, Bonds, and Permits
- Minor Earthwork for pavement work
- Playground area preparation and edging
- Aggregate Paving
- ADA Parking signs and line striping
- Landscaping limited to lawn repair.
- Site Improvements
- Electrical improvements to add receptacles to the 3 pavilions and various upgrades to the electrical service.
- All other Work as indicated on the project drawings and specifications

For a non-refundable fee of Twenty-Five Dollars (\$25.00), Bidders can obtain one (1) thumb drive with a complete set of the Contract Documents for the project. Electronic copies of the documents will be made available to interested Bidders starting **Wednesday, May 7, 2024** at the Borough Office, as well as the office of:

KU Resources, Inc.  
22 South Linden Street  
Duquesne, PA 15110

Contract Documents can be mailed to interested Bidders upon request and upon receipt of payment. NOTE: No cash can be accepted for the bid document deposit. Checks or money orders are to be made payable to KU Resources, Inc.

Bidding questions shall be submitted in writing via email to the borough attention Nathan Leslie, Borough Mayor, at [nleslie822@gmail.com](mailto:nleslie822@gmail.com). QUESTIONS WILL NOT BE RESPONDED TO AFTER 4:00 P.M. ON **Friday, May 17, 2024**.

Contract documents, including drawings and specification, will be on file and available for viewing (hard copy) during normal business hours, at the following office location:

1. KU Resources, Inc.  
c/o Dave Hohman, RLA, ASLA, LEED AP  
22 South Linden, Street  
Duquesne, PA 15110

(412) 469-9331

A mandatory Pre-Bid Meeting is scheduled for **10:00 A.M. on Monday, May 13, 2024** at the Site location, Bessemer Lake Park, Lake Park Drive, Bessemer, PA. Persons planning to attend the pre-bid meeting are requested to contact Nathan Leslie at [nleslie822@gmail.com](mailto:nleslie822@gmail.com) to confirm attendance.

A certified check or bank draft, payable to the order of the Bessemer Borough in negotiable U.S. Government bonds, or a satisfactory bid bond executed by the Bidder and an acceptable surety authorized to do business in the Commonwealth of Pennsylvania, in an amount equal to ten percent (10%) of the total amount bid shall be submitted with each bid. See Specification Section 000430.

The successful Bidder will be required to furnish an assurance of completion in the form of satisfactory performance and payment bonds, each in the amount of 100% of the Contract Price and certificate of insurance prior to award of the Contract. See Specification Sections 000144 and 000145.

Notice is hereby given that the successful Bidders shall comply with the following:

1. Compliance is required with the Pennsylvania Prevailing Wage Act of 1961, P.L. 987, No. 442; Title VI and other applicable provisions of the Civil Rights Act of 1964; the Department of Labor Equal Opportunity Clause (41 CFR 60 -1.4); Architectural Barriers Act of 1968 and Section 504 of the Rehabilitation Act of 1973; AP Act 235 of 1965, Universal Accessibility Act; Americans with Disabilities Act of 1990.
2. Contractor agrees to comply with all applicable federal and state statutes and regulations including, but not limited to, the Steel Products Procurement Act, Trade Practices Act, Public Works Contractor's Bond Act of 1967, Federal Occupation Safety and Health Act of 1970, and Act 141 of 2022, also known as the Public Works Employment Verification Act ('the Act')..
3. Contractor agrees to minimize pollution and will strictly comply with all applicable related laws and regulations.
4. The Contractor agrees to comply with nondiscrimination/sexual harassment provisions and will include such provisions in all contracts and subcontracts.
5. Contractor must ensure that no contractor or subcontractor is currently under suspension or debarment by the Commonwealth, any state or the federal government.
6. Contractor and its subcontractors shall furnish progress reports, status reports, project account statements, certificates, approvals, etc.
7. PA NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE:
  - a. The Grantee (Bessemer Borough) and the Contractor agrees:
    - i. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the grant agreement or any subgrant agreement, contract, or subcontract, the Grantee, a subgrantee, a contractor, a subcontractor, or any person acting on behalf of the Grantee shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws, against any citizen of this commonwealth who is qualified and available to perform the work to which the employment relates.
    - ii. The Grantee, any subgrantee, contractor or any subcontractor or any person on their behalf shall not in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any of its employees.

- iii. Neither the Grantee nor any subgrantee nor any contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under the grant agreement, subgrant agreement, contract or subcontract.
- iv. Neither the Grantee nor any subgrantee nor any contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the *Public Employee Relations Act*, *Pennsylvania Labor Relations Act* or *National Labor Relations Act*, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
- v. The Grantee, any subgrantee, contractor or any subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily accessible and well-lighted places customarily frequented by employees and at or near where the grant services are performed shall satisfy this requirement for employees with an established work site.
- vi. The Grantee, any subgrantee, contractor or any subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against any subgrantee, contractor, subcontractor or supplier who is qualified to perform the work to which the grant relates.
- vii. The Grantee and each subgrantee, contractor and subcontractor represent that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Grantee and each subgrantee, contractor and subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers' subject to *Title VII of the Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Grantee, any subgrantee, any contractor or any subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the granting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for the purpose of ascertaining compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause.
- viii. The Grantee, any subgrantee, contractor or any subcontractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subgrant agreement, contract or subcontract so that those provisions applicable to subgrantees, contractors or subcontractors will be binding upon each subgrantee, contractor or subcontractor.

- ix. The Granter's and each subgrantee's, contractor's and subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the grant agreement through the termination date thereof. Accordingly, the Grantee and each subgrantee, contractor and subcontractor shall have an obligation to inform the commonwealth if, at any time during the term of the grant agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.
- x. The commonwealth may cancel or terminate the grant agreement and all money due or to become due under the grant agreement may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the granting agency may proceed with debarment or suspension and may place the Grantee, subgrantee, contractor, or subcontractor in the Contractor Responsibility File.

Bessemer Borough reserves the right to reject any or all bids, to waive any informalities to the bidding, or to advertise for new proposals, if in their judgment it is in their best interest.

No bidder may withdraw a bid within ninety (90) days after the actual date of opening thereof. Should there be reasons why the Contract cannot be awarded within the specified period, the time may be extended by mutual agreement between KU Resources and the Bidder.

Additional bid instructions, information and a proposal form may be found on the borough's website:  
<http://www.bessemerpa.com/s/BessemerParkBidDocs.pdf>

**END OF SECTION 000112**

**INSTRUCTION TO BIDDERS**  
**BESSEMER LAKE PARK PHASE 2 IMPROVEMENTS**  
**BESSEMER, LAWRENCE COUNTY, PENNSYLVANIA**

General

Bids will be received by the Bessemer Borough (herein called the "OWNER") at the Bessemer Borough Office, 201 ½ E. Poland Ave., Bessemer, PA 16112, until 7:00 P.M. local prevailing time on **Thursday, May 23, 2024**. Bids will be publicly opened and read aloud and recorded immediately thereafter.

Each bid must be submitted in a sealed envelope, addressed to BESSEMER BOROUGH at the office listed above. Each sealed envelope containing a bid must be plainly marked on the outside as "**Bessemer Lake Park Phase 2 Improvements**" and the envelope should bear on the outside the BIDDER's name, address, and license number, if applicable.

All bids must be made on the required proposal bid form. All blank spaces for bid prices must be filled in, in ink or typewritten, and the bid form must be fully completed and executed when submitted. Only one copy of the bid form is required. The following documents must be completed and included with the bid proposal:

- Section 00 01 43 - Bid Proposal
- Section 00 04 30 - Bid Bond
- Section 00 04 80 - Non-Collusion Affidavit
- Section 00 04 90 - Addendums (as applicable)

OWNER reserves the right in its sole discretion, to reject any or all bids and/or to waive any informalities, defects or irregularities therein, and all BIDDERS must agree that such waivers or rejections shall be without liability on the part of the OWNER or ENGINEER for any damage or claim brought by any BIDDERS because of such waiver or rejections, nor shall the BIDDERS seek any recourse of any kind against OWNER or ENGINEER because of such waiver or rejections. The filing of any Bid in response to this Advertisement for Bids shall constitute an agreement of the BIDDER to these conditions.

Before submitting a Bid, each BIDDER must visit the site of the Project to familiarize itself with local conditions which may in any manner affect cost, progress, or performance of the Work as described in the Contract Documents. Further, all BIDDERS must consider Federal, State, and local laws, ordinances, rules and regulations that may in any manner affect cost, progress, performance, or furnishing of the Work.

All questions by prospective BIDDERS as to interpretation of the Contract Documents, or regarding perceived ambiguities, conflicts, errors, or discrepancies in the Contract Documents, shall be submitted in writing to the OWNER and shall be in the OWNER'S possession at least four (4) days before the date herein set for the receipt of bids. The OWNER will then email all BIDDERS who have taken out the Contract Documents, at the email addresses given by them, not less than five (5) calendar days before the said date, interpretations of questions so raised and/or corrections or revisions, which in the OWNER'S opinion, are required and/or appropriate.

Only questions answered by formal written addenda will be binding. Oral or other interpretations or clarifications will be without legal effect.

Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No BIDDER may withdraw a bid within ninety (90) days after the actual date of the opening thereof. Should there be any reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the OWNER and the BIDDER.

BIDDER'S attention is specifically directed to the Insurance requirements contained in the Contract Documents. The filing of any Bid in response to the Advertisement for Bids shall constitute an express representation and warranty of the BIDDER that it will comply with all of the Insurance requirements specified in the Contract Documents if awarded the Work.

BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the bid Schedule by examination of the site and a review of the drawings and specifications including addenda. After the bids have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done.

The OWNER shall provide to BIDDERS prior to bidding, any available information that is pertinent to, and delineates and describes, the land owned, rights-of-way, and easements acquired or to be acquired.

The Contract Documents contain the provisions required for the construction of the project. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve the CONTRACTOR from fulfilling any of the conditions of the contract.

#### Bid Bond

Each bid must be accompanied by a Bid Bond payable to the **Bessemer Borough** for ten percent (10%) of the total amount of the bid. The surety must be a Guarantee or Surety Company acceptable to the U.S. Government as published in U.S. Treasury Circular No. 570 and must be licensed to do business in the Commonwealth of Pennsylvania. As soon as the bid prices have been compared, the OWNER will return the Bonds of all except the three most responsible BIDDERS. When the Agreement is executed, the bonds of the two remaining unsuccessful BIDDERS will be returned. The Bid Bond of the successful BIDDER will be retained until the payment bond and performance bond have been executed and approved, after which it will be returned. A certified check may be used in lieu of a Bid Bond.

#### Performance and Payment Bonds

A Performance Bond and a Payment Bond each in the amount of 100% of the Contract Price, with a corporate surety approved by the OWNER, will be required for the faithful performance of the contract. Attorneys-in-fact who sign Bid bonds or Payment Bonds and Performance Bonds must file with each bond a certified and effective dated copy of their power of attorney. The surety must be a Guarantee or Surety Company acceptable to the U.S. Government as published in U.S. Treasury Circular No. 570 and must be licensed to do business in the Commonwealth of Pennsylvania.

#### Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.

Since this project is using Federal funding, the bidders must take the following actions regarding minority bidding in accordance with 2 Code of Federal Regulations (CFR) 200.321:

#### **§ 200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.**

- (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- (b) Affirmative steps must include:
  - (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
  - (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
  - (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
  - (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in [paragraphs \(b\)\(1\)](#) through [\(5\)](#) of this section.

#### Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award

Since this project is using Federal funding, the bidders must take the following actions regarding administrative requirements in accordance with 2 Code of Federal Regulations (CFR) 200. The document is provided in its entirety after this section.

#### Award

The BIDDER to whom the contract is to be awarded will be required to obtain and deliver the Performance Bond, Payment Bond, Certificate of Insurance, and Agreement within ten (10) calendar days from the date when Notice of Award is delivered to the BIDDER. In case of the failure of the BIDDER to deliver the bonds, certificate of insurance, the OWNER may consider the BIDDER in default, in which case the Bid Bond accompanying the proposal shall become the property of the OWNER.

The BIDDER to whom the contract is to be awarded will also be required to execute the Agreement when directed within ten (10) calendar days of the date when Notice of Award is delivered to the BIDDER. In case of failure of the BIDDER to execute the Agreement, the OWNER may consider the BIDDER in default, in which case the Bid Bond accompanying the proposal shall become the property of the OWNER.

#### Agreement

The OWNER, within ninety (90) days of receipt of bids, shall sign the Agreement and return to BIDDER an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the BIDDER may, by written notice, withdraw the signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

#### Notice to Proceed

The Notice to Proceed shall be issued within thirty (30) days of the execution of the Agreement by the OWNER. Should there be a reason why the Notice to Proceed cannot be issued within such period; the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the Notice to Proceed has not been issued within the thirty (30) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party. Such notice of termination shall be submitted in writing and be effective upon receipt of the notice by the OWNER.

#### Qualifications

The OWNER may make such investigations as deemed necessary to determine the ability of the BIDDER to perform the work, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any bid if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the work contemplated therein.

Only BIDDERS (and their subcontractors) who are not now, or in the past 12 months, been on the State or Federal "Debarment List" shall be considered by the OWNERS to be a bona fide bid. All others will be rejected.

Only BIDDERS (and their subcontractors) who have NOT been convicted of a felony or misdemeanor generally or bribery, corrupt influence, falsification and intimidation, obstructing governmental operations and abuse of office (NOTE: If the BIDDER is a corporation, limited liability company, limited liability partnership, general partnership, or limited partnership, this provision shall apply to all principal officers and shareholders and partners) shall be considered by the OWNER to be a bona fide bid. All others will be rejected.

Only BIDDERS (and their subcontractors) who have NOT been cited and/or fined for failure to comply with a Federal or State statute or regulation shall be considered by the OWNER to be a bona fide bid. All others will be rejected.

Only BIDDERS (and their subcontractors) who have NOT received a verdict, decision, and/or award against them for breach of contract shall be considered by the OWNER to be a bona fide bid. All others will be rejected.

A conditional or qualified bid will not be accepted.

#### Award of Contract

The award of contracts, if they are awarded, will be to the most responsive, responsible lowest BIDDER. The OWNER reserves the right to reject any or all proposals, to waive technicalities, or to advertise for new proposals if, in the sole discretion and judgment of the OWNER, it is in their best interest.

Prior to the start of work, a No-Lien Agreement must be executed by the approved CONTRACTOR and the OWNER and filed with the Prothonotary's Office of the County of Allegheny. Additionally, the CONTRACTOR must include provisions in every contract with subcontractors, material-men, and suppliers that the CONTRACTOR, subcontractor, material-men, and suppliers release and waive the right to file a Mechanic's Lien against the project property.

The CONTRACTOR shall comply with all applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout.

A CONTRACTOR's environmental compliance history will be considered during the bid evaluation, as required.

CONTRACTOR agrees to comply with all applicable federal and state statutes and regulations including, but not limited to:

- UNFAIR TRADE PRACTICES AND CONSUMER PROTECTION LAW.
- THE PUBLIC WORKS CONTRACTOR'S BOND ACT OF 1967.
- STEEL PRODUCTS PROCUREMENT ACT: In accordance with the Act of March 3, 1978 (P.L. 6, No. 3), as amended, known as the "Steel Products Procurement Act" (73 P.S. Section 1881 et M.), the CONTRACTOR, subcontractors, materialmen, or suppliers shall use only steel products produced in the United States. "Steel products" mean products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated, or otherwise similarly processed by a combination of two or more of such operations, from steel made in the United States by the open hearth, basic oxygen, electric furnace, Bessemer, or other steel making process, including cast iron products. With each submittal and shipment of steel or cast-iron products delivered to the project site, the CONTRACTOR shall provide evidence to the Owner's Project Manager that such steel products comply with the Act. When unidentified steel products are supplied, the CONTRACTOR must provide documentation which includes, but is not limited to: invoices, bills of lading, and mill certification that the steel was melted and manufactured in the United States, which establishes that the CONTRACTOR has fully complied with the Act. If a steel product is identifiable from its face, the CONTRACTOR must provide certification that it has fully complied with the Act.

The definition of steel products shall include machinery and equipment listed in United States Department of Commerce Standard Industrial Classification 25 (furniture and fixture), 35 (machinery, except electrical) and 37 (transportation equipment) and made of, fabricated from, or containing steel components. If a product contains both foreign and United States steel, such product shall be determined to be a United States steel product only if at least 75% of the cost of the articles, materials, and supplies have been mined, produced or manufactured, as the case may be, in the United States. Transportation equipment shall be determined to be a United States steel product if it complies with Section 165 of Public Law 97-424 (96 Stat. 2136).



The Owner shall not provide for, or make any payments to, any person who has not complied with the Act. Any such payments made to any person by the Owner which should not have been made as a result of the Act shall be recoverable directly from the CONTRACTOR or subcontractor who did not comply with the Act. In addition to the above penalties, any person who willfully violates the provisions of the Act shall be subject to other penalties outlined in the Act.

CONTRACTOR can review the Steel Procurement Requirements for this project at:  
<https://www.budget.pa.gov/Programs/RACP/Documents/Steel%20Guidance.pdf>.

*NOTE that the provisions, duties, obligations, remedies, and penalties of the above-listed regulations, current edition, are incorporated herein by reference as if fully set forth herein.*

The CONTRACTOR must also comply with the Americans with Disabilities Act and agrees to minimize pollution and will strictly comply with all applicable related laws and regulations.

The CONTRACTOR agrees to comply with nondiscrimination/sexual harassment provisions and will include such provisions in all contracts and subcontracts.

CONTRACTOR must ensure that no CONTRACTOR or subcontractor is currently under suspension or debarment by the Commonwealth, any state, or the federal government.

CONTRACTOR must actively recruit minority and women's subcontractors or subcontractors with substantial minority representation among their employees.

CONTRACTOR and its subcontractors shall furnish progress reports, status reports, project account statements, certificates, approvals, etc.

Compliance is required with the Pennsylvania Prevailing Wage Act of 1961, P.L. 987, No. 442; Title VI and other applicable provisions of the Civil Rights Act of 1964; the Department of Labor Equal Opportunity Clause (41 CFR 60 -1.4).

The selected BIDDER shall supply the names and addresses of major material suppliers and subcontractors when required to do so by the OWNER.

#### Pre-Bid Meeting

A pre-bid meeting will be held at **10:00 A.M., Monday, May 13, 2024** at the project site.

Questions shall be submitted in writing via email to the borough attention Nathan Leslie, Borough Mayor, at [nleslie822@gmail.com](mailto:nleslie822@gmail.com).

**QUESTIONS WILL NOT BE RESPONDED TO AFTER 4:00 P.M. ON Friday, May 17, 2024.**

#### Existing Utility Lines

The plans show those underground and overhead utility lines and appurtenances, easements, and/or rights-of-way for which such location information was either made available to the ENGINEER or were observed by the ENGINEER in the field. Neither the number of such underground facilities nor their respective types, sizes, and/or locations can be assured or guaranteed and it is, therefore, the sole responsibility of the CONTRACTOR to obtain such additional information as is required to properly complete the work in compliance with the specifications and to contact the owners of the various utilities in the area prior to starting and during performance of the work in accordance with the Pennsylvania Act No. 287 of 1974, as amended by Act 199 of 2004, or most recent Act.

The CONTRACTOR shall be completely and solely responsible and liable for any and all property damages, bodily injuries, financial losses, and interruptions of service that result from or are attributable to his construction activities and which affect water lines, gas lines, electric lines, telephone lines, cable television lines, oil lines, drain lines, sanitary and storm sewer lines, and all appurtenances and service

facilities connected thereto. Restoration of all such damaged or disturbed facilities shall be accomplished immediately after any such damage or disturbance.

Right-of-Way

The CONTRACTOR shall provide at his own expense and without liability to the OWNER any additional land and access thereto that the CONTRACTOR may desire for temporary construction facilities, or for storage of materials.

Certified Statements

BIDDERS shall be required to submit in duplicate sworn statements as to their financial responsibilities, technical qualifications, and performance record before contracts can be awarded. The three (3) most responsible, lowest bidders must be prepared to submit such statements immediately after the bid opening.

Safety Compliance

All labor, equipment, or materials the CONTRACTOR intends to perform or to supply the OWNER or use in the performance of the work, must comply with all requirements and standards as specified by the Occupational Safety and Health Act (OSHA) and any analogous state or local law, rule, or regulation. All guards and protectors as well as appropriate markings will be in place before delivery. Items not meeting any OSHA specifications will be refused.

Withdrawal of Bids

Any BIDDER may withdraw his bid at any time prior to the scheduled time for the receipt of bids. No bid may be withdrawn for ninety (90) days after the time of the opening of the bids.

Historic and Cultural Resources

The CONTRACTOR will preserve any historic or cultural resources found during construction, and immediately notify the OWNER.

The CONTRACTOR shall be required to obtain, at their own expense, any or all additional permits or fees required for the completion of the work.

**END OF SECTION 000113**

**BID PROPOSAL FORM**  
**BESSEMER LAKE PARK PHASE 2 IMPROVEMENTS**  
**BESSEMER, LAWRENCE COUNTY, PENNSYLVANIA**

TO: Bessemer Borough Office 201 1/2 E. Poland Ave., Bessemer, PA 16112,  
FOR: Bessemer Lake Park Phase 2 Improvements

BIDS DUE: **Thursday, May 23, 2024, 2024 at 7:00 p.m.** local prevailing time as established by  
Bessemer Borough's date and time stamps clock.

Proposal of \_\_\_\_\_ (hereinafter called "BIDDER"),  
organized and existing under the laws of the State of \_\_\_\_\_ doing business as  
\_\_\_\_\_ to the  
BESSEMER BOROUGH, hereinafter called "OWNER".

In compliance with the Advertisement for bids, BIDDER hereby proposes to perform all work for the  
construction of the BESSEMER LAKE PARK PHASE 2 IMPROVEMENTS (the "Work") in strict  
accordance with the Contract Documents, within the time set forth therein, and at the prices stated below.

The BIDDER certifies that by examination of the Contract Documents and project site(s), it has satisfied  
itself of:

- a) Nature and location of the project site(s) where the Work is to be performed.
- b) Character, quality, and quantity of surface and subsurface materials, structures and utilities to be  
encountered.
- c) Character of construction equipment and facilities needed for performance of the Work as  
described in the Contract Documents; and
- d) General local conditions under which the Work may be performed.

BIDDER further certifies that it has examined the Insurance requirements contained in the Contract  
Documents including without limitation, Including Section 00 06 05 and will comply with all such  
requirements. BIDDER certifies that its bid includes the cost of all Federal, State, and local taxes;  
construction licenses and other permits; and governmental inspections which may be applicable at the  
time the Work is performed. The cost of all royalties and licenses fees on equipment processes and/or  
materials to be furnished under the Contract Documents and incorporated into the Work are included.

BIDDER has examined and shall comply with all legal requirements (Federal, State, and local laws,  
ordinances, rules and regulations), including without limitation environmental, health, and safety legal  
requirements, required for performance of the Work. The BIDDER agrees that if it is selected as the  
Contractor, it shall warrant and guarantee that the Work will meet all the warranties and guarantees  
contained in the Contract Documents.

By submission of this bid, each BIDDER certifies, and in the case of a joint bid each party thereto certifies  
as to its own organization, that this bid has been arrived at independently, without consultation,  
communication, or agreement as to any matter relating to this bid with any other BIDDER or with any  
competitor.

BIDDER hereby agrees to commence work under this contract on or before a date to be specified in the  
Notice to Proceed.

BIDDER acknowledges receipt of the following ADDENDUM(S):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following BID  
AMOUNT.

NOTE: BIDS shall include sales tax and all other applicable taxes and fees.

**BASE BID**

**1. BASE BID (ALL SITE AND ELECTRICAL WORK):**

\_\_\_\_\_  
(written amount)  
\_\_\_\_\_  
(numerical amount) U.S. Dollars (\$\_\_\_\_\_)

**2. ELECTRIC BID #1 (ELECTRICAL WORK TO PAVILION #1 ONLY- COORDINATE WITH PLAN E-001):**

\_\_\_\_\_  
(written amount)  
\_\_\_\_\_  
(numerical amount) U.S. Dollars (\$\_\_\_\_\_)

**3. ELECTRIC BID #2 (ELECTRICAL WORK AT OLD PAVILION, SUPPLY TO EX. POLE, NEW PANELBOARD, AND ALL ELECTRICAL WORK TO PAVILIONS #2 AND #3 ONLY- COORDINATE WITH PLAN E-001):**

\_\_\_\_\_  
(written amount)  
\_\_\_\_\_  
(numerical amount) U.S. Dollars (\$\_\_\_\_\_)

*Note that all work will be completed. The electrical bids are just for the Owner's use in determining which funding source will pay for the various work.*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date

\_\_\_\_\_  
License No. (if applicable) *\*(Insert "a corporation", "a partnership", or "an individual" as applicable.)*

(SEAL) If Bidder is a Corporation

**END OF SECTION 000143**