

COMPOST SITE FENCING PROJECT

Bid Package

**Contract Documents
and
Specifications**

**Prepared For:
The Borough of Phoenixville**

**Prepared By:
Yerkes Associates, Inc.
1444 Phoenixville Pike
West Chester, Pennsylvania 19380
610-644-4254**

December 2011

TABLE OF CONTENTS

Bid Package and Contract Documents

	<u>Tab</u>
Invitation to Bid	1
Fence Diagram	
Parcel Map	
Instructions to Bidders	
Bid Form	
Notice of Award	2
Notice to Proceed	
Section 01005 Administrative Provisions	3

Invitation to Bid

Notice is hereby given that The Borough of Phoenixville will accept bids for Compost Site Fencing located at 18 S Second Avenue, Parcel #1514 0403000E. The project consists of delivery and installation of approximately 700 feet of Chain Link Fence & gates. The fence will be 8' high with 9 gauge wire fabric and 2" Galvanized wire mesh. The top rail of the fence is to be 1 5/8" galvanized with intermediate line posts at 2 1/2" galvanized spaced approximately 10' on center. End corner posts are 3" galvanized and gate posts are 4" galvanized. All of the upright posts are cemented in ground and the gate installed will be 8' high and 24' wide double swing opening.

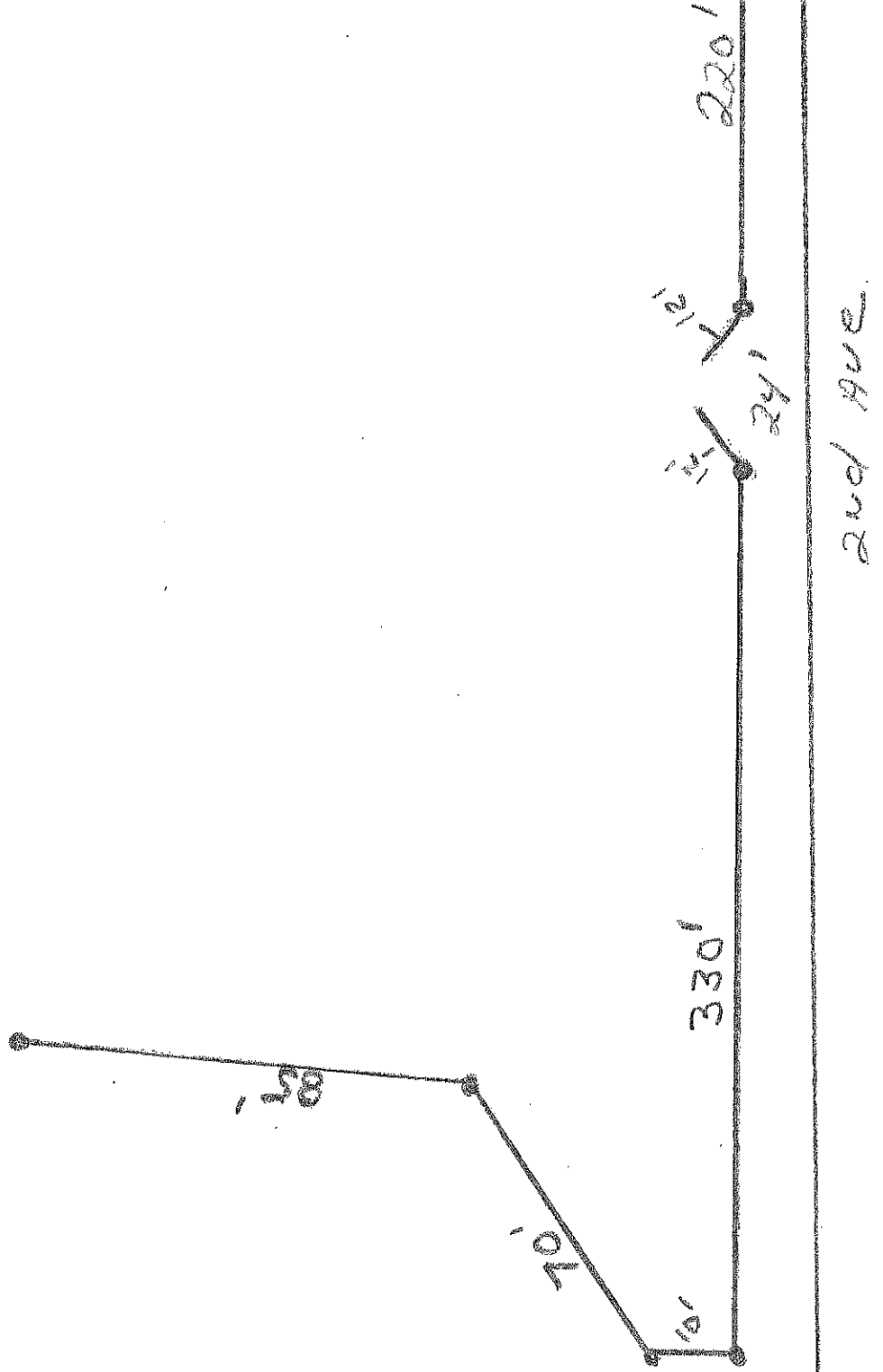
NOTE: Contractor will give Owner two weeks notice prior to delivery of the product. The Installation and assembly is to be completed upon delivery. Sealed bids must be received by December 27, 2011 at The Borough of Phoenixville by 3:00 pm attn: Brian Watson.

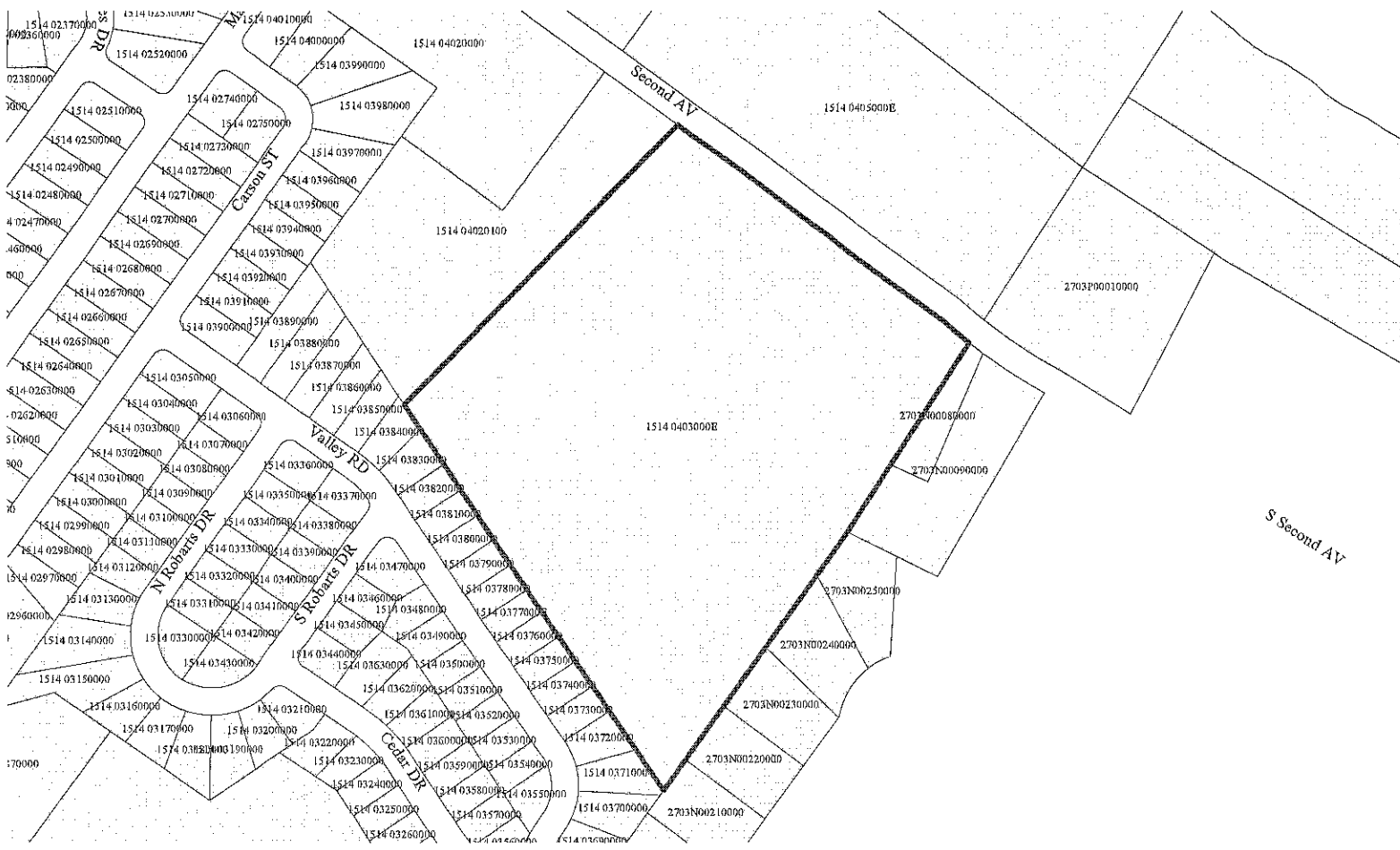
Prevailing Wage Rates will not apply.

Questions shall be directed to Danielle Stoltzfus, Yerkes Associates, Inc. (610-644-4254 Ext. 256) or Frank Newhams, Yerkes Associates, Inc. (610-644-4254 Ext. 255).

Pennixville Borough
Compost site
18 S 2nd Ave.

Fence Diagram





Instructions to Bidders

1. Defined Terms.

Terms used in these Instructions to Bidders which are defined in the Standard General Conditions of the Construction Contract (No. 1910-8, 1996 ed.) have the meanings assigned to them in the General Conditions. The term "Bidder" means one who submits a Bid directly to Owner, as distinct from a sub-bidder, who submits a bid to a Bidder. The term "Successful Bidder" means the lowest, qualified, responsible and responsive Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award. The term "Bidding Documents" includes the Advertisement or Invitation to Bid, Instructions to Bidders, the Bid Form, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

2. Copies of Bidding Documents.

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

2.2. Complete sets of Bidding Documents must be used in preparing Bids; neither Owner nor Engineer assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

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

3. Qualifications of Bidders.

To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within five days of Owner's request written evidence, such as financial data, previous experience, present commitments and other such data as may be called for below (or in the Supplementary Instructions). Each Bid must contain evidence of Bidder's qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the contract.

4. Examination of Contract Documents and Site.

4.1. It is the responsibility of each Bidder before submitting a Bid, to (a) examine the Contract Documents thoroughly, (b) visit the site to become familiar with local conditions that may affect cost, progress, performance or furnishing of the Work, (c) consider federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work, (d) study and carefully correlate Bidder's observations with the Contract Documents, and (e) notify Engineer of all conflicts, errors or discrepancies in the Contract Documents.

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

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

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

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

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

5. Interpretations and Addenda.

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

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

6. Bid Security.

6.1. Each Bid must be accompanied by Bid security made payable to Owner in an amount of ten percent of the Bidder's maximum Bid price and in the form of a certified or

bank check or a Bid Bond (on form attached) issued by a surety meeting the requirements of Paragraph 5.1 of the General Conditions. When alternate Bids are requested the Bidder need only to provide one Bid Bond for the maximum Bid alternative.

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

7. Contract Time.

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

8. Liquidated Damages.

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

9. Substitute or "Or-Equal" Items.

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

10. Subcontractors, Suppliers and Others.

10.1. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers and other persons and organizations (including those who are to furnish the

principal items of material and equipment) to be submitted to Owner in advance of the specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within seven days after the Bid opening submit to Owner a list of all such Subcontractors, Suppliers and other persons and organizations proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, person or organization if requested by Owner. If Owner or Engineer after due investigation has reasonable objection to any proposed Subcontractor, Supplier, other person or organization, either may before the Notice of Award is given request the apparent Successful Bidder to submit an acceptable substitute without an increase in Bid price.

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

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

11. Bid Form.

1.1. The Bid Form is included with the Bidding Documents, additional copies may be obtained from Engineer (or the issuing office).

11.2. All blanks on the Bid Form must be completed in ink or by typewriter.

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

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

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

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

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

12. Submission of Bids.

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

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

13. Modification and Withdrawal of Bids.

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

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

14. Opening of Bids.

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

15. Bids to Remain Subject to Acceptance.

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

16. Award of Contract.

16.1. Owner reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time or changes in the Work and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, nonresponsive, unbalanced or conditional Bids. Also, Owner reserves the right to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

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

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

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

16.5. If the contract is to be awarded, it will be awarded to the lowest Bidder whose evaluation by Owner indicates to Owner that the award will be in the best interests of the Project.

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

17. Contract Security.

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

18. Signing of Agreement.

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

19. Prebid Conference.

A prebid conference, if any, will be held at the time and place as indicated in the Invitation to Bid. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are required to attend the conference. Engineer will transmit to all prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising at the conference.

20. Sales and Use Taxes.

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

21. Retainage.

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

--End of Instructions to Bidders--

BID FORM (Bid Proposal)

PROJECT IDENTIFICATION: Compost Site Fencing Project

THIS BID IS SUBMITTED TO: Yerkes Associates, Inc.
Attn: Russell Yerkes
1444 Phoenixville Pike
West Chester, PA 19380

For:

The Borough of Phoenixville (The Owner)
140 Church Street
Phoenixville, PA 19460

CONTRACT IDENTIFICATION: Compost Site Fencing

THIS BID IS SUBMITTED BY: _____ (The bidder)

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for ninety days after the day of Bid opening. BIDDER will sign and submit the Agreement with the documents required by the Bidding Requirements within fifteen days after the date of OWNER's Notice of Award.

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

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

Date	Number
_____	_____
_____	_____
_____	_____

(b) BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

(c) BIDDER has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions as provided in paragraph 4.2 of the General Conditions, and accepts the determination set forth in paragraph SC-4.2 of the Supplementary Conditions of the extent of the technical data contained in such reports and drawings upon which BIDDER has entitled to rely.

(d) BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in (c) above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the Work as BIDDER considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.2 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by BIDDER for such purposes.

(e) BIDDER has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said Underground Facilities are or will be required by BIDDER in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.3 of the General Conditions.

(f) BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

(g) BIDDER has given ENGINEER written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER.

(h) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

4. The undersigned, having become familiar with the terms and conditions of the proposed Contract Documents and having visited the site and examined the conditions affecting the work, hereby proposes and agrees to fully perform the work within the time stated and in strict accordance

with the proposed Contract Documents, including furnishing any and all labor and materials, and to do all of the work required to construct and complete said work in accordance with the Contract Documents for the following price(s):

The fence requested is approximately 700 feet of Chain Link Fence and gates. The screen height shall be 8 feet high.

The wire fabric is 9 Gauge, 2" mesh galvanized wire.

Top of the rail is 5/8" galvanized.

Intermediate Line Posts are 2 1/2" galvanized spaced approximately 10 feet on center.

End Corner Posts are 3" galvanized.

Gate Posts are 4" galvanized.

ALL UPRIGHT POSTS ARE CEMENTED IN GROUND.

Gate installed will be 8 feet high 24 feet wide double swing opening.

Placing of gate to be determined by Borough of Phoenixville.

Work to be performed in a timely manner start to finish weather permitting.

TOTAL ESTIMATED PRICE

_____ Dollars (\$) _____)
(Use Words) (Use Numbers)

Bid evaluation will be based on the lowest sum of the total estimated prices proposed. A contract for the project, if awarded, will be awarded to the responsible bidder who has proposed the lowest sum which the Owner believes to be in the best interest of the project.

Quantities are not guaranteed. Final payment will be based on actual field measured quantities of the approved work completed.

5. BIDDER agrees that the Work will be substantially complete and completed and ready for final payment in accordance with ARTICLE 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement. BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.

6. The following documents are attached to and made a condition of this Bid:

7. Communications concerning this Bid shall be addressed to: Yerkes Associates, Inc. 1444 Phoenixville Pike, West Chester, PA 19380. Attn: Russell Yerkes, 610-644-4254 Ext. 224.

The address of BIDDER indicated below.

The following address: _____

Telephone: (____) _____ Fax No. (____) _____

8. The terms used in this Bid are defined in the General Conditions.

SUBMITTED on _____, 20_____.

If BIDDER is:

An Individual

By _____ (SEAL)
(Individual's Name)

doing business as _____

Business address: _____

Phone No.: _____

A Partnership

By _____ (SEAL)
(Firm Name)

(general partner)

Business address: _____

Phone No.: _____

A Corporation

By _____
(Corporation name)

(state of incorporation)

By _____
(name of person authorized to sign)

(Title)

(Corporate Seal)

Attest _____
(Secretary)

Business address: _____

Phone No.: _____

A Joint Venture

By _____
(Name)

(Address)

By _____
(Name)

(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above).

--End of Bid Form --

Section 01005 Administrative Provisions

PART 1 GENERAL

1.01 Description

- A. The work included in this CONTRACT consists of furnishing all materials, equipment, supplies, labor, transportation, fuel, power, and performing all WORK as required by the CONTRACTS in strict accordance with the SPECIFICATIONS, schedules and DRAWINGS.

Work is to be completed as described in the Bid Forms.

All extras will be approved in writing by the Township Engineer.

All Township, State, And Federal Laws and ordinances will be adhered to.

- A. This Contract (Agreement) is between The Borough of Phoenixville and the CONTRACTOR.

1.02 Reference Codes and Standards

- A. Standards and other publications referenced in these Specifications shall be of the issues in effect at time of the Bid and form a part of these Specifications.

1.03 Suggested Work Schedule

- A. Working hours shall be defined as the hours between 7:00 A.M. and 5:00 P.M., prevailing time, Monday through Friday, unless agreed upon otherwise.
- B. The CONTRACTOR shall submit to the OWNER a proposed work schedule for review and approval.

NOTICE OF AWARD

Date:

[Certified Mail -- Return Receipt Requested]

TO:

(BIDDER)

ADDRESS:

Contract: The Borough of Phoenixville – Compost Site Fencing Project

Project: The Compost Site Fencing Project

OWNER's Contract No. _____

The Contract Price of your Contract is (\$ _____) Dollars and no cents (\$00).

Two (2) copies of each of the proposed Contract Documents (except Drawings) accompany this Notice of Award. Three (3) sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within 15 days of the date you receive this Notice of Award.

1. Deliver to the OWNER One (1) fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security (Bonds) as specified in the Instructions to Bidders (Article 20), [and] General Conditions (paragraph 5.01) [and Supplementary Conditions (paragraph SC-5.01).]

EJCDC No. 1910-22 (1996 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America and the Construction Specifications Institute.

3. (List other conditions precedent).

Provide Proof of insurance and name OWNER and ENGINEER as additionally insured parties

Provide a schedule of values

Failure to comply with these conditions within the time specified will entitle OWNER to consider your Bid in default, to annul this Notice of Award and to declare your Bid security forfeited.

Within ten days after you comply with the above conditions, OWNER will return to you one fully executed counterpart of the Contract Documents.

The Borough of Phoenixville

(OWNER)

By:

(AUTHORIZED SIGNATURE)

(TITLE)

Copy to ENGINEER
(Use Certified Mail,
Return Receipt Requested)

NOTICE TO PROCEED

Dated:

TO: _____
(CONTRACTOR)

ADDRESS¹: _____

Contract: : The Borough of Phoenixville – The Compost Site Fencing Project

Project: The Compost Site Fencing Project

OWNER'S CONTRACT NO. N/A

You are notified that the Contract Times under the above contract will commence to run on _____. By that date, you are to start performing your obligations under the Contract Documents.

Before you may start any Work at the Site, paragraph 2.05.C of the General Conditions provides that you and Owner must each deliver to the other (with copies to Engineer and other identified additional insureds) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents. (This has already been done and does not need to be sent again)

Also, before you may start any Work at the Site, you must: Provide proof of all insurance required and complete the Agreement: Between Owner and Contractor.

By:

Copy:

¹(Use Certified Mail, Return Receipt Requested)

EJCDC No. 1910-23 (1996 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America and the Construction Specifications Institute.

Section 01005 Administrative Provisions

PART 1 GENERAL

1.01 Description

- A. The work included in this CONTRACT consists of furnishing all materials, equipment, supplies, labor, transportation, fuel, power, and performing all WORK as required by the CONTRACTS in strict accordance with the SPECIFICATIONS, schedules and DRAWINGS.

Work is to be completed as described in the Bid Forms.

All extras will be approved in writing by the Township Engineer.

All Township, State, And Federal Laws and ordinances will be adhered to.

- A. This Contract (Agreement) is between The Borough of Phoenixville and the CONTRACTOR.

1.02 Reference Codes and Standards

- A. Standards and other publications referenced in these Specifications shall be of the issues in effect at time of the Bid and form a part of these Specifications.

1.03 Suggested Work Schedule

- A. Working hours shall be defined as the hours between 7:00 A.M. and 5:00 P.M., prevailing time, Monday through Friday, unless agreed upon otherwise.
- B. The CONTRACTOR shall submit to the OWNER a proposed work schedule for review and approval.