

**SPECIFICATIONS, BID PROPOSAL, AND CONTRACT**

For the purchase of:

**30" AND 36" DUCTILE IRON PIPE  
(MATERIALS ONLY) FOR WASTEWATER TREATMENT PLANT**

For

**THE BOROUGH OF CHAMBERSBURG  
SEWER DEPARTMENT**

**ISSUED**

January 28, 2012

Bids to Purchase 30" and 36" Ductile Iron Pipe (Materials Only) for Wastewater Treatment Plant as covered by attached specifications must be received by Town Council of the Borough of Chambersburg before **11:00 a.m.**, legal time, **Monday, February 13, 2012** at the office of the Borough Secretary, 100 South Second Street, Chambersburg, Pennsylvania 17201.

**TOWN COUNCIL OF THE BOROUGH OF CHAMBERSBURG**

For further information, please contact:

Lance Anderson, Sewer and Water Superintendent  
[landerson@chbgboro.com](mailto:landerson@chbgboro.com) 717-709-2285

Direct inquiries concerning technical questions to Mendi Lowe, Consulting Engineer  
[mendi.lowe@thearrogroup.com](mailto:mendi.lowe@thearrogroup.com) 717 560-6069

**NOTICE – SEEKING BIDS TO PURCHASE**

**30" AND 36" DUCTILE IRON PIPE  
(MATERIALS ONLY) FOR WASTEWATER TREATMENT PLANT**

The Borough of Chambersburg is accepting sealed bids to Purchase 30" and 36" Ductile Iron Pipe (Materials Only) for Wastewater Treatment Plant. A complete bid packet may be obtained free of charge during regular business hours of 8:00 a.m. to 4:00. p.m. at the location below :

Jamia L. Wright, Borough Secretary,  
Borough of Chambersburg, 100 South Second Street,  
Chambersburg, PA 17201  
Phone: (717) 261-3254

The bid packet may also be obtained electronically at [www.borough.chambersburg.pa.us](http://www.borough.chambersburg.pa.us). All prospective bidders who obtained the bid packet electronically must fax the "Receipt of Confirmation" form no later than Friday, February 10, 2012 at 4:00 p.m. EST to: Jamia L. Wright, Borough Secretary, at (717) 261-3240.

The Town Council intends to award the Contract (the "Agreement") to the overall lowest responsible bidder, as determined by Town Council in the best interest of the Borough of Chambersburg.

There will be no Pre-Bid Conference to discuss the Contract.

Bids shall be submitted **only** on the Bid Form included in the specifications.

The Town Council of the Borough of Chambersburg reserves the rights to reject any or all bids; to waive any defects, errors, omissions, irregularities or informalities in a Bid or the Bid procedure; and to accept any Bid which it may deem to be for or in the best interest of the Borough of Chambersburg.

Bids will be received at the above address until **Monday, February 13, 2012 at 11:00 a.m. EST. Bids will be opened on February 13, 2012 at 11:00 a.m. EST in Council Chambers.** Any Bid received after said date and time will be returned unopened. All bids must be in a sealed envelope clearly marked "Bid for Borough of Chambersburg", bearing the name of the bidder and "Purchase 30" and 36" Ductile Iron Pipe (Materials Only) for Wastewater Treatment Plant". If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it. Please mail bids to Attention: Jamia L. Wright, Borough Secretary.

Any Bidder and any member of the public may be present at the bid opening.

Bids may be taken under advisement and the Notice of Intent to Award of the contract, if awarded, will be issued within two (2) business days after the date of the opening bids. The Town Council reserves the rights to formally accept a Bid and award a Contract by public announcement at a regular meeting of the Town Council.

The Borough of Chambersburg is an Equal Opportunity Employer. Minority and women owned business and those defined as SERB's under State regulations are encouraged to submit bid proposals.

## **INSTRUCTIONS TO BIDDERS**

### **Securing Documents**

Copies of the bid packet are on file at the Borough of Chambersburg, 100 South 2<sup>nd</sup> Street, Chambersburg, PA 17201, telephone number: (717) 264-5151. The bid packet may also be obtained electronically at [www.borough.chambersburg.pa.us](http://www.borough.chambersburg.pa.us). All prospective bidders who obtained the bid packet electronically must fax a "Receipt of Confirmation" form no later than Friday, February 10, 2012 at 4:00 p.m. EST to:

Jamia L. Wright, Borough Secretary, at (717) 261-3240.

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

### **Qualifications of Bidders**

To demonstrate qualifications to perform the work, Bidder shall submit with the Bid the qualification data indicated in the Bidder's Questionnaire. Bidders shall also be prepared to submit, within five calendar days after the Bid opening date, upon the Borough's request, such additional data as may be pertinent.

### **Examination of Contract Documents**

It is the responsibility of each Bidder before submitting a Bid to examine thoroughly the all bidding and contract documents; to consider federal, state, and local Laws and Regulations that may affect cost, progress, performance or furnishing of the work; and to promptly notify the Borough in advance of the bid date of all conflicts, errors, ambiguities, omissions, inconsistencies, or discrepancies, discovered in the bidding and contract documents.

### **Interpretations and Addenda Prior to Bidding**

If any person contemplating submitting a Bid is in doubt as to the true meaning of any part of the bidding or contract documents, or finds discrepancies in or omissions from any part thereof, they may submit to the Borough a written request, by fax or e-mail, for an interpretation or correction thereof not later than Wednesday, February 8, 2012 at 4:00 p.m. EST. Questions received after that date and time may not be answered. Only questions answered by formal written Addenda will be binding. Oral statements, interpretations, or clarifications will not be binding, or legally effective.

Any interpretation or correction of the bidding or contract documents considered necessary by the Borough in response to such questions shall be made only by Addendum and shall be posted electronically at [www.borough.chambersburg.pa.us](http://www.borough.chambersburg.pa.us). It is the responsibility of the Bidder to check the website before submitting a bid.

### **Contract Time**

The 30" and 36" Ductile Iron Pipe (Materials Only) for Wastewater Treatment Plant will be completed and delivered to the Borough on or before June 8, 2012.

### **Bid Form**

Bids shall be made upon the forms provided properly executed with all items filled out. Substitute documents are not acceptable. All blank spaces for Bid prices must be completed in ink or by typewriter. The Bid price of each item on the Bid Form must be stated in numerals and in words.

Subject to the Borough's right to correct a Bidder's mathematical totals, a discrepancy between the word and numeral for a particular item will be resolved in favor of the word.

Do not change the wording of the Bid Form and do not add words to the wording of the Bid Form. Unauthorized conditions, limitations, or provisions attached to the bid shall be cause for rejection of the bid. Alterations by erasure or interlineation must be explained or noted in the bid over the signature of the Bidder.

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

### **Award of Contract and Signing of the Agreement**

If a Contract (the "Agreement") is to be awarded, the Borough will issue the apparent Successful Bidder a Notice of Intent to Award within two (2) business days.

The Borough hereby reserves the right, which is understood and agreed to by all Bidders, to reject any or all Bids and to waive any omissions, errors, or irregularities in any Bid. The Borough reserves the right to reject any and all bids or accept no bids and reserves the right to award the bid to any bidder which the Owner deems to be in its best interest and not necessarily to the lowest bidder. As part of its evaluation of the bids submitted, the Borough or its representatives may interview the bidder.

If the Contract is to be awarded, it may be awarded to the lowest responsible, responsive Bidder whose evaluation by the Borough indicates to the Borough that the award will be in the best interests of the Project. The Borough reserves the right to award the bid to any bidder which the Borough deems to be in the best interest of the Borough, and not necessarily to the lowest bidder.

The form of Agreement which the successful Bidder, as Supplier, shall be required to execute is included herein and must be carefully examined by each Bidder.

When the Borough gives a Notice of Intent to Award to the apparent Successful Bidder, it will be accompanied by four unsigned counterparts each of the Contract (each with a copy of the Bid submission). Within fifteen (15) calendar days thereafter, apparent Successful Bidder shall sign and deliver to the Borough all counterparts of the Agreement.

If the Borough finds the documents submitted by the apparent Successful Bidder acceptable, it will, within ten (10) calendar days after receipt of such documents, complete the signing of the Agreement and submit two fully executed counterparts and accompanying documents to the Successful Bidder.

If the Borough elects to issue a Notice to Proceed, such notice will accompany the fully executed copies of the Contract.

The Borough is intending to award the contract so the Supplier can begin manufacturing the item or items for use in the forthcoming force main project at the wastewater treatment plant. The item or items described in this bid will be utilized in the force main project. In the near future, the Borough intends to bid the said force main project. The bid for the force main project will name the successful Supplier as a sole source for the item or items in this bid. The successful contractor that is awarded the contract for the force main project will also assume the responsibility for purchasing all pipe materials associated with this award, at which point the Borough will assign responsibility for payment and warranties to said successful contractor.

## **GENERAL TERMS AND CONDITIONS**

### **PENNSYLVANIA SALES TAX**

Pennsylvania Sales Tax is **not** to be included in the bid. Tax Exemption Certificate will be furnished to the successful bidder. The Borough of Chambersburg is sales tax exempt. However, the Supplier is not exempt from the obligation to follow appropriate tax laws in the procurement of materials and services used in the performance of this contract.

### **FREIGHT CHARGES**

Freight to the Waste Water Treatment Plant to be prepaid and allowed.

### **NOTICE TO BIDDERS**

The bidders to whom a contract is awarded will be required to comply with all applicable Federal and State Laws, rules, regulations, orders and approvals, and all applicable Borough ordinances, rules and regulations.

### **SUPPLIER**

The successful bidder will be known as the Supplier.

### **GENERAL CONDITIONS**

1. The Supplier agrees to furnish all labor, tools, and equipment and to pay all expenses necessary for or in connection with, the work to be done hereunder in consideration of the payments hereinafter provided to be paid to the Supplier by the Borough.
2. The Supplier shall not obligate the Borough to make any payments to another party for, or in behalf of the Borough, without the approval of the Borough.
3. The Supplier agrees to indemnify and save harmless the Borough from and against the payment of any and all sums of money by reason of injuries, including death, or damages to any persons or property, or by reason of the violation of any provisions of this agreement which may arise out of any work done under this agreement, or commodities delivered under this agreement, or the acts of any of the Supplier's agents or employees.

The Supplier agrees to furnish an original copy prior to signing and maintain during the period of this contract, or until delivery of the commodity is complete, at his own expense, policies of insurance as follows:

The Supplier shall maintain Workmen's Compensation insurance for all of his employees, and in case any work is sublet, the Supplier shall require any third-party suppliers similarly to provide Workmen's Compensation insurance for all the latter's employees unless such employees are covered by the protection afforded by the Supplier.

4. All taxes of whatsoever kind, nature and description payable in respect to the performance of this agreement are to be paid by the Supplier unless otherwise provided by law.
5. The Supplier shall not sublet this work or any portion of it without first obtaining the written consent of the Borough.

6. Inspection of Work/Commodities: The Borough reserves the right to inspect the Supplier's work, or deliverables, and direct changes to the Supplier's methods and procedures within the scope of this contract.
7. Should the Supplier fail to perform the work to the satisfaction of the Borough or to comply with any of the provisions of this agreement or to deliver specific commodities, the Borough may terminate this agreement upon twenty-four hours written notice to the Supplier. This contract may be cancelled by either party upon thirty (30) days written notice.
8. The Supplier shall guarantee workmanship against defects or failures for the period stated in the Scope of Work for each Item. The Supplier shall remedy any defects in his work that shall appear within said period and shall bear the expense of repairing everything that has been destroyed or damaged by such defects. Warranties offered other than said period will be taken into consideration when evaluating bids.

The Borough shall give the Supplier prompt notice of defects that become apparent. In the case of subpar commodities, Supplier must immediately replace deliverables. In case of an emergency where delay would cause serious loss or damage, the Borough may undertake to have any defects repaired without previous notice to the Supplier, and the expense of such repairs shall be borne by the Supplier.

9. At the Borough's request, the Supplier who performs this work may be required to provide the Borough with at least three references for similar work or product with contact information with their bid package. These references shall verify that the Supplier has successfully delivered or performed similar projects or commodities.
10. Bidders Questionnaire (attached) to be filled out and accompany bid.
11. Exceptions, alternatives, and deviations to specifications are to be listed on the page labeled "Exceptions". **All other forms will not be considered.**
12. All permits, licenses, inspections, ratings, or approvals related to the delivery of such commodities, including but not limited to permitting from Federal, State, or local agencies, is the responsibility of the Supplier and all expenses for such should be included in the bid.
13. If the Supplier fails to complete the 30" and 36" Ductile Iron Pipe (Materials Only) order within the schedule established on the bid and contract forms, the Supplier agrees to liquidated damages of One Thousand Dollars (\$1,000.00) per calendar day for each and every day the Supplier fails to complete the Contract. The Borough reserves the option to extend the scheduled completion date or waive this liquidated damages clause in its entirety if, in the opinion of the Borough, extenuating circumstances deem such action appropriate.
14. All payments will be processed through the Borough's standard accounts payable system; invoices should be marked NET 30 DAYS.
15. The Supplier is subject to the provisions of the Pennsylvania Steel Products Procurement Act of 1978, P.L. 6, as amended. The Act and amendments require that the Supplier use or furnish only steel products (as defined in the Act and amendments) which have been produced in the United States.

## **NON-DISCRIMINATION**

During the term of the contract, the Supplier agrees as follows:

- A. Supplier shall not discriminate against any employee, applicant for employment, independent Supplier, or any other person because of race, color, religious creed, ancestry, national origin, age, sex or disability. Supplier shall take affirmative action to ensure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age, or sex. Such affirmative action shall include, but is not limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. Supplier shall post in conspicuous places, available to employees, agents, applicants for employment and other persons, a notice to be provided by the contracting agency setting forth the provisions of this non-discrimination clause.
- B. Supplier shall in advertisements or requests for employment placed by it or on its behalf state all qualified applicants will receive consideration for employment without regard to race, color, religious creed, ancestry, national origin, age, sex, or disability.
- C. Supplier shall send each labor union or workers' representative with which it has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or workers' representative of its commitment to this non-discrimination clause. Similar notice shall be sent to every other source of recruitment regularly utilized by Supplier.
- D. It shall be no defense to a finding of a noncompliance with Contract Compliance Regulations issued by the Pennsylvania Human Relations Commission or this non-discrimination clause that contract has delegated some of its employment practices to any union, training program, or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the Supplier was not on notice of the third-party discrimination or made a good faith effort to correct it, such factor shall be considered in mitigation in determining appropriate sanctions.
- E. Where the practices of a union or any training program or other source of recruitment will result in the exclusion of minority group persons, so that Supplier will be unable to meet its obligations under the Contract Compliance Regulations issued by the Pennsylvania Human Relations Commission or this non-discrimination clause, Supplier shall then employ and fill vacancies through other non-discrimination employment procedures.
- F. Supplier shall comply with the Contract Compliance Regulations of the Pennsylvania Human Relations Commission, 16 Pa. Code Chapter 49 and with all laws prohibiting discrimination in hiring or employment opportunities. In the event of Supplier's non-compliance with the non-discrimination clause of this contract or with any such laws, this contract may, after hearing and adjudication, be terminated or suspended, in whole or in part, and Supplier may be declared temporarily ineligible for Commonwealth of Pennsylvania contracts, and such other sanctions may be imposed and remedies invoked as provided by the Contract Compliance Regulations.
- G. Supplier shall furnish all necessary employment documents and records to, and permit access to its books, records and accounts by, the contracting agency and the Human Relations Commission, for purposes of investigation to ascertain compliance with the

provisions of the Contract Compliance Regulations, pursuant to ss 49.35 (relating to information concerning compliance by Supplier). If Supplier does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the contracting agency or the Commission.

- H. Supplier shall actively recruit minority third-party suppliers or third-party suppliers with substantial minority representation among their employees.
- I. Supplier shall include the provisions of this non-discrimination clause in every subcontract, so that such provisions will be binding upon each third-party suppliers.
- J. The terms used in this non-discrimination clause shall have the same meaning as in the Contract Compliance Regulations issued by the Pennsylvania Human Relations Commission, 16 Pa. Code Chapter 49.
- K. Supplier obligations under this clause are limited to the Supplier's facilities within Pennsylvania, or, where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

**BIDDER AFFIDAVIT**

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The Specifications and all papers required by it and submitted herewith, the Contract, and all papers made a part hereof by its terms, are hereby made a part of this Bid.

The undersigned bidder hereby represents as follows:

- A. That he has carefully examined the bid, the Contract, and the Specifications.
  - B. That no officer, agent, or employee of the Borough of Chambersburg is personally interested directly or indirectly in this bid and the accompanying Contract or the compensation to be paid herein under.
  - C. That the bid is made without connection with any person, firm or corporation making a bid for the same work, and is in all respects fair and without collusion or fraud.
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\_\_\_\_\_  
Name of Bidder, Corporation, Firm or Individual

By: \_\_\_\_\_

Authorized Representative

\_\_\_\_\_  
Please Print Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Business Address of Bidder

\_\_\_\_\_  
Phone Number

## **INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT**

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania Antibid-Rigging Act, 73 P.S. 1611 et seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.
2. This Non-Collusion 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.

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 the bid.

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.

3. 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 higher 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.
4. Failure to file an Affidavit, in compliance with these instructions, will result in disqualification of the bid.



**NON-COLLUSION AFFIDAVIT CONTINUED**

I understand, and my firm understands, that any misstatement in this Affidavit is and shall be treated as fraudulent concealment from \_\_\_\_\_ (Name of Public Entity) of the true facts relating to the submission of bid for this contract.

\_\_\_\_\_  
Name of Bidder, Corporation, Firm or Individual

By: \_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
(Please Print Signature)

\_\_\_\_\_  
Title

SWORN AND SUBSCRIBED  
BEFORE ME THIS

\_\_\_\_\_  
(Date)

\_\_\_\_\_

Notary Public  
My Commission Expires:

\_\_\_\_\_  
(Date)

**BIDDER'S QUESTIONNAIRE**

For: Borough of Chambersburg  
100 South Second Street  
Chambersburg, PA 17201

Project: Distribution Conductors

Submitted by:

(Bidder's Full Name) \_\_\_\_\_

(Full Address) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Phone Number) \_\_\_\_\_

The prospective Bidder is required to fill out the following:

The signatory of this Questionnaire guarantees the truth and accuracy of all statements and of all answers to the interrogatories hereinafter made.

1. State the number of years your organization has been in business under your present business name and engaged in the type of work called for in this Bid.

\_\_\_\_\_

2. List three (3) similar contracts your organization has completed in the last three (3) years. Include project description, completion date, contract amount, Owner and phone number of Owner's representative.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3. Have you ever failed to complete any work awarded to you?

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If so, where and why? \_\_\_\_\_

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4. Has any officer or partner of your organization ever been an officer or partner of some other organization that failed to complete a construction contract? \_\_\_\_\_ If so, state the name of the individual, the other organization, and the reason therefore.

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5. Has any officer or partner of your organization ever failed to complete a contract handled in his own name? \_\_\_\_\_ If so, state the name of the individual, name of the Owner, and the reason therefore.

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6. Have you or any officer or partner of your organization ever requested protection under Federal Bankruptcy Laws? \_\_\_\_\_ If so, state the name of the organization and/or individual and when protection was requested.

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Dated at this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

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Name of Bidder, Corporation, Firm or Individual

By: \_\_\_\_\_  
Authorized Representative

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(Please Print Signature)

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Title

If the Bid is a joint venture or partnership, add additional forms of execution for each number of the joint venture in the appropriate form or forms as above.

**SCOPE OF WORK:**

Provide Materials as described in Specification Sections and 02731 "GRAVITY WASTEWATER SEWER" and 02732 "FORCE MAINS" (as attached) in the quantities listed in the Agreement.

**EXCEPTIONS:**

All exceptions **MUST** be listed here. If more space is required, copy this page and continue. Exceptions not listed here will **NOT** be considered exceptions or terms.

**Bid Form**

DATE \_\_\_\_\_

Town Council  
 Of the Borough of Chambersburg  
 C/O Jamia Wright  
 100 South Second Street  
 Chambersburg, PA 17201

The undersigned, having carefully read the attached specification issued by the Borough under date of January 28, 2012 to purchase 30" and 36" Ductile Iron Pipe (Materials Only) for Wastewater Treatment Plant, hereby offers to provide the said products at the following FIRM prices:

	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Bid Unit Price (\$)</u>	<u>Extended Price In Figures (\$)</u>
1.	30" D.I.P. (Epoxy-Lined, Force Main)	LF	700	\$ _____	\$ _____
2.	36" D.I.P. (Cement-Lined, Force Main)	LF	360	\$ _____	\$ _____
3.	30" D.I.P. (Cement-Lined, Gravity Line)	LF	540	\$ _____	\$ _____
4.	30" D.I.P. 45-degree Elbow (Epoxy-Lined, Force Main)	Each	3	\$ _____	\$ _____
5.	30" D.I.P. 45-degree Elbow (Cement-Lined, Gravity Line)	Each	5	\$ _____	\$ _____

TOTAL LUMP SUM BID PRICE (words): \_\_\_\_\_

Total of Items 1 through 5. BID PRICE (Figures) \$ \_\_\_\_\_.

BID PRICE (Words) \_\_\_\_\_

**Bid Form (Continued)**

The bidder will complete the work for the unit prices as indicated above. Final payment will be based on actual quantities. The actual quantities will be determined at the award. Unit price includes everything and cannot be adjusted if quantities change.

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

- Bidders Questionnaire
- Non-Collusion Affidavit
- Bidder Affidavit
- Exceptions

The bidder agrees to deliver the completed item or items to the Borough on or before June 8, 2012. The undersigned accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the work on time.

The bidder promises that if he is awarded a contract by the Borough on the basis of the bid and shall decline to execute said contract in the form and manner provided for in the Specifications and Contract forms, he shall pay to the Borough 10% of the bid price or such part of it as may be represented by the added price which the Borough may be obligated to pay.

The bidder does further declare that the statements and representations made in this bid are true in every respect and that said bid is in all respects fair and made without collusion or fraud, and that no member of the Borough Council or any agent or employee of the Borough directly, or indirectly, is interested in this bid, or in any portion of the profits expected to accrue therefrom.

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

Date	Number
-----	-----
-----	-----
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\_\_\_\_\_  
Signature of Individual

\_\_\_\_\_  
Name of Business

\_\_\_\_\_  
Address of Business

**Confirmation of Receipt  
Of  
Bidding and Contract Documents**

**For**

**30" AND 36" DUCTILE IRON PIPE  
(MATERIALS ONLY) FOR WASTEWATER TREATMENT PLANT**

All prospective bidders who obtained the bid packet electronically must fax this "Receipt of Confirmation" form no later than Friday, February 10, 2012 at 4:00 p.m. EST to:

Jamia L. Wright, Borough Secretary, at (717) 261-3240.

The undersigned confirms receipt of all 26 pages of the bidding and contract documents dated January 28, 2012 for the project referenced above as posted electronically at [www.borough.chambersburg.pa.us](http://www.borough.chambersburg.pa.us).

Name of Company \_\_\_\_\_

Name of Recipient \_\_\_\_\_

Signature of Recipient \_\_\_\_\_

Title of Recipient \_\_\_\_\_

Date \_\_\_\_\_

## AGREEMENT

**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 2012 by and between The Town Council of the Borough of Chambersburg, a Municipal Corporation of the Commonwealth of Pennsylvania, herein called the Borough, and \_\_\_\_\_ herein called the Supplier.

**WHEREAS** the Borough has authorized the purchase of certain items in accordance with specifications hereto attached and made a part hereof; and

**WHEREAS** the Supplier has submitted to the Borough a bid for

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In conformity with Specifications hereto attached and made a part hereof; and

**WHEREAS** the Borough, after due consideration and appropriate action, has decided to award a contract to the Supplier in accordance with said bid.

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that the Borough and the Supplier in consideration of the requirements, terms, and conditions of the said Specifications and the offers, promises, and representations made by the Supplier in said bid, by each of the parties hereto, on their parts, to be observed and fulfilled, do hereby agree as follows:

1st: The parties hereto recognize the said Specifications and bid, including the General Terms and Conditions, as the basis of this agreement, accept the same and declare that there are no understandings, representations, or promises, written or verbal, having any bearing on this agreement which are not expressed in said Specifications and bid or written in this agreement.

2<sup>nd</sup>: The Supplier agrees to furnish the items at the prices listed on Exhibit A, ("Contract Price Breakdown") attached hereto and made a part hereof, and to faithfully perform and complete all work connected therewith in full conformity with said Specifications and bid and to demonstrate and make good any guarantees and warranties therein required and contained, for all of which things faithfully and fully performed and completed, the Borough agrees to pay the Supplier and the Supplier agrees to accept from the Borough in full settlement therefor, the total sum or contract price of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) lawful money of the United States of America, at the time, in the manner, and under the conditions named in said Specifications.

3<sup>rd</sup>: The Supplier agrees that the **30" and 36" Ductile Iron Pipe (Materials Only) for Wastewater Treatment Plant** will be completed and delivered to the Borough on or before June 8, 2012.

4<sup>th</sup>: The Borough and Supplier each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in this Agreement.

5th: Any provision or part of this Agreement held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Borough and Supplier, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

**AGREEMENT (Continued)**

6th: This Agreement will be governed by the Laws of the Commonwealth of Pennsylvania. Any disputes arising under this Agreement shall be subject to the sole and exclusive jurisdiction of the Court of Common Pleas of Franklin County, Pennsylvania.

**IN WITNESS WHEREOF** the parties hereto have set their hands and seals as of the date first above written.

**BOROUGH**

(SEAL)

Attest:

\_\_\_\_\_  
Borough Secretary

TOWN COUNCIL OF  
THE BOROUGH OF CHAMBERSBURG

By \_\_\_\_\_  
President of Town Council

\_\_\_\_\_  
Signature

**SUPPLIER**

(SEAL)

\_\_\_\_\_  
Name of Bidder, Corporation, Firm or Individual

\_\_\_\_\_  
Signature of Witness

By: \_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Please Print Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Business Address of Bidder

**EXHIBIT A**

**CONTRACT PRICE BREAKDOWN**

ITEM	UNITS	DOLLARS PER UNIT	TOTAL \$
30" D.I.P. (Epoxy-Lined, Force Main)	____ LF		
36" D.I.P. (Cement-Lined, Force Main)	____ LF		
30" D.I.P. (Cement-Lined, Gravity Line)	____ LF		
30" D.I.P. 45-degree Elbow (Epoxy-Lined, Force Main)	____ EA		
30" D.I.P. 90-degree Elbow (Cement-Lined, Gravity Line)	____ EA		
<b>TOTAL PRICE</b>			

Total Price (words): \_\_\_\_\_

## SECTION 02731

### GRAVITY WASTEWATER SEWER

#### PART 1 - GENERAL

##### 1.01 SECTION INCLUDES

- A. Wastewater Sewer Gravity Pipelines.

##### 1.02 QUALITY ASSURANCE

- A. Source Quality Control:
  - 1. Shop Tests and Inspection:
    - a. All material furnished by the Contractor shall be certified for compliance with the pertinent specifications. Shop inspections and testing may be required. The cost of shop testing shall be borne by the manufacturer.
- B. Disposition of Defective Material: All material found upon delivery or during the progress of the work, either before or after installation, to have cracks, flaws or other defects will be rejected by the Engineer. All defective materials furnished shall be promptly removed from the site at no expense to the Owner.

##### 1.03 SUBMITTALS

- A. Certificates:
  - 1. Certified records or reports of results of shop tests, such records or reports to contain a sworn statement that shop tests have been made as specified.
  - 2. Manufacturer's sworn certification that pipe will be manufactured in accordance with specified reference standards for each pipe type.

##### 1.04 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Replacement of Damaged Material: The Contractor shall replace, at his own expense, all material furnished by him and found defective in manufacture or damaged in handling after delivery by the manufacturer. This shall include the furnishing of all materials and labor required for replacement of installed material.
- B. Responsibility for Safe Storage: The Contractor shall be responsible for the safe storage of material furnished by or to him, and accepted by him, and intended for the work, until it has been incorporated in the completed project. The interior of all pipe, fittings and other accessories shall be kept free from dirt and foreign matter, at all times. All

equipment and materials subject to damage from freezing shall be drained and stored in a manner that will protect them.

- C. Hauling: All materials furnished by the Contractor shall be delivered and distributed at the site by the Contractor.
1. Pipe, fittings, and other materials of construction shall be loaded and unloaded by lifting with hoists or skidding so as to avoid shock or damage. Under no circumstances shall such materials be dropped.
  2. Materials handled on skidways shall not be skidded or rolled against materials already on the ground.

## PART 2 - PRODUCTS

### 2.01 SEWER PIPE AND FITTINGS

- A. For pipe joints, use rubber gaskets suitable for conveying domestic sewage.
- B. Ductile Iron Pipe:
1. Pipe: ANSI A21.50 and ANSI A21.51.
  2. Wall Thickness Class: Class 52.
  3. Cement Mortar Lining: Conforming to ANSI Specification A21.4 or AWWA C104, Latest Edition, except the thickness of linings should not be less than the following:
    - a. 3" through 12": 1/8"
    - b. 14" through 24": 3/16"
  4. Pipe and fittings shall be factory coated, inside and out, with bituminous material; minimum 1 mil dry thickness. Bituminous material and finished coat conforming to seal coat requirements in ANSI A21.4.
  5. Fittings: Gray iron or ductile iron ANSI A21.10. Fittings larger than 48 in. AWWA C100 Class B.
    6. Joints: Mechanical joints.

## PART 3 - EXECUTION

NOT APPLICABLE TO THIS SECTION

**END OF SECTION**

## SECTION 02732

### FORCE MAINS

#### PART 1 - GENERAL

##### 1.01 SECTION INCLUDES

- A. Wastewater Sewer Force Main Piping and Valves.

##### 1.02 SUBMITTALS

- A. Certificates:
  - 1. Certified records or reports of results of shop tests, such records or reports to contain a sworn statement that shop tests have been made as specified.
  - 2. Manufacturer's sworn certification that pipe will be manufactured in accordance with specified reference standards for each pipe type.

##### 1.03 QUALITY ASSURANCE

- A. Source Quality Control:
  - 1. Shop Tests and Inspection: All materials furnished shall be certified for compliance with the pertinent specifications. Shop inspections and testing may be required. The cost of shop testing shall be borne by the Product manufacturer.
- B. Disposition of Defective Material: All material found upon delivery or during the progress of the work, either before or after installation, to have cracks, flaws or other defects will be rejected by the Engineer. All defective materials shall be promptly removed from the site and replaced at no expense to the Owner.

##### 1.04 DELIVERY, STORAGE AND HANDLING

- A. Replacement of Damaged Material: The Contractor shall replace, at his own expense, all material furnished by him and found defective in manufacture or damaged in handling after delivery. This shall include the furnishing of all materials and labor required for replacement of installed material.
- B. All materials furnished by the Contractor shall be delivered and distributed at the site by the Contractor.
  - 1. Pipe, fittings, and other materials of construction shall be loaded and unloaded by lifting with hoists or skidding so as to avoid shock or damage. Under no circumstances shall such materials be dropped.

2. Materials handled on skidways shall not be skidded or rolled against materials already on the ground.
- C. Care of Pipe Lining: Pipe shall be handled so the lining will not be damaged. If, however, any part of the lining is damaged, the repair shall be made by the Contractor at his expense in a manner satisfactory to the Engineer.

## PART 2 - PRODUCTS

### 2.01 PIPE AND PIPE FITTINGS

- A. Ductile Iron Pipe: Conforming to ANSI Specification A21.51 or AWWA Specifications C151, Latest Editions, for the material class or pressure designated and ANSI Specification A21.50 or AWWA Specification C150, Latest Editions, for wall thickness. Pipe flange bolt hole pattern shall match that of fittings and valves.
1. Minimum Thickness: Class 52.
  2. Pipe and fittings shall be protected with one of the following coatings:
    - a. Protecto 401™ ceramic epoxy lining, manufactured by Induron Coatings Inc. Provide one (1) repair kit for every one hundred (100) feet of pipe.
    - b. Cement Mortar Lining: Conforming to ANSI Specification A21.4 or AWWA C104, Latest Edition, except the thickness of linings should not be less than the following:
      - 1) 3" through 12": 1/8".
      - 2) 14" through 24": 3/16".
  3. Fittings: Ductile iron in accordance with the standard specification set forth in the ANSI A21.10 or AWWA Specification C110; or AWWA Specification C153 or ANSI A21.53.
    - a. All fittings shall be minimum Class 250 psi.
  4. Joints: Mechanical joint type in accordance with ANSI A21.11 or AWWA C111 Specifications.

## PART 3 - EXECUTION

NOT APPLICABLE TO THIS SECTION

**END OF SECTION**