

**DOWNINGTOWN BOROUGH  
BOROUGH MUNICIPAL COMPLEX  
4 WEST LANCASTER AVENUE  
DOWNINGTOWN, PA 19335**

SPECIFICATION MANUAL AND PROPOSAL FOR:

REPLACEMENT AND INSTALLATION OF BOROUGH BUILDING'S AIR  
CONDITIONING COOLING TOWER

Bidder Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

## **INSTRUCTIONS TO BIDDERS**

1. **DESCRIPTION OF WORK TO BE DONE:** The Borough of Downingtown is asking for bids for the installation and replacement of the Borough building's air conditioning cooling tower, a Baltimore Aircoil Company ("BAC") cooling tower, model # VFL-242-HMP, serial # R94100094, with a new BAC cooling tower, model # VFL-024-22J, or a cooling tower of equal capacity and performance. The work to be done is more fully described in the Specifications attached hereto.
  
2. **FORM OF PROPOSAL:** All bids must be submitted upon the blank form of proposal attached hereto, and the bidder shall state the prices, written in ink or typewritten, in words and numerals. In case of any discrepancy between the price in words and that in figures, the price in words will be considered as the bid. Unsigned bids will not be accepted. No bid will be considered if received after the date and time for the opening of bids. Bidders are expected to examine all instructions, specifications, attachments, if any, and sites pertinent to the bid request. Failure to do so will be at the bidder's risk. Any erasures or other changes must be initialed by the person signing the bid.
  
3. **OPENING OF BIDS:** Sealed bids for the performance of the work will be received as set forth in the advertisement, at which time and place they will be publicly opened and read. Bids must be submitted in sealed envelopes marked "Cooling Tower Replacement."
  
4. **AWARD OF BID:** The award will be made to the responsible bidder with the lowest Total Bid for the work to be done.
  
5. **BID DEPOSIT:** Each bid shall be accompanied by a certified check or a bid bond signed by a surety company authorized to do business in the Commonwealth of Pennsylvania, in the amount of ten percent (10%) of the Total Bid.
  
6. **EXECUTION OF CONTRACT:** The successful bidder to whom the contract shall be awarded must execute the contract within seven (7) days after notification to so do, and must at such time deposit with the Borough Manager an acceptable bond for the faithful performance of the terms of the contract in the amount of the contract price.
  
7. **DEPOSIT MAY BE FORFEITED:** If the successful bidder shall refuse or neglect to execute the contract within the time specified hereinabove or to execute and furnish security as required above, the amount of deposit made by him shall be forfeited to the Borough of Downingtown as liquidated damages resulting from, and not as a penalty for, such refusal or neglect, and said money shall be paid into the funds

of the Borough. If the said bidder to whom the contract is awarded shall execute said contract and furnish the security as required, the amount of the bid deposit shall be returned to him.

8. RIGHT TO REJECT PROPOSAL: Borough Council reserves to itself the right to reject any and all proposals and to waive technicalities as it may deem for the best interest of the Borough.

9. PRICES TO COVER: The price must cover the cost of furnishing all necessary materials, parts, labor for complete performance of all the work and costs of all guarantees described in the form of Agreement and Specifications annexed hereto.

10. BIDDER'S ABILITY: Before the award of the contract, any bidder may be required to show that he has the necessary facilities, experience, ability and financial resources to perform the work in a satisfactory manner and within the time stipulated.

11. WORKMEN'S COMPENSATION: The Contractor accepts, insofar as the work covered by this contract is concerned, the provisions of the Workmen's Compensation Act of the Commonwealth of Pennsylvania of 1915 and any supplements or amendments thereto, and that he will insure his liability thereunder and furnish the Borough, prior to the commencement of any work, proof that he has complied with the terms of the said Act.

12. INDEMNITY: The Contractor shall insure and hold harmless the Borough from and against all losses and claims, demands, payments, suits, actions, recoveries and judgments of every nature and description made, brought or recovered against the Borough by reason of any act or omission of the Contractor, his agents or employees, in the execution of the work or in guarding the same. Contractor to secure and pay the premiums for such insurance.

13. BOND: The Contractor shall at the time of execution and delivery of this contract furnish and deliver to the Borough a written bond of indemnity guaranteeing performance thereof with surety by a company authorized to enter into surety agreements in the Commonwealth of Pennsylvania for the full amount of the contract price to insure the faithful performance by the Contractor of all the covenants and agreements on the part of the Contractor. The form of bond, the indemnity of the surety company and the amount of the surety shall be satisfactory in form and substance to the Borough.

14. PREVAILING WAGES: The estimated cost for this contract is greater than Twenty-five Thousand Dollars (\$25,000) and the Pennsylvania Prevailing Wage Act shall apply.

15. TIMING OF WORK TO BE COMPLETED: The Contractor agrees to proceed with the work outlined herein in good faith and in a timely manner without unreasonable delay.

**DOWNINGTOWN BOROUGH BID FORM**

**BID FOR REPLACEMENT AND INSTALLATION OF BOROUGH  
BUILDING'S AIR CONDITIONING COOLING TOWER**

Gentlemen:

This BID is submitted in accordance with your advertisement inviting proposals to be received until 4 P.M., June 15, 2018, for the replacement and installation of the Downingtown Borough Building's Air Conditioning Cooling Tower. Having carefully examined the Bid Documents and all specifications as prepared by the Borough, the undersigned herein agrees to complete the described work in accordance with the Contract Documents for the Total Contract price, which is the sum of the bid amounts of the following itemized costs.

**1) Cost of Cooling Tower**

\_\_\_\_\_ Dollars

(use words)

\$ \_\_\_\_\_

(use figures)

**2) Parts and Labor**

\_\_\_\_\_ Dollars

(use words)

\$ \_\_\_\_\_

(use figures)

**3) Crane Rental**

\_\_\_\_\_ Dollars

(use words)

\$ \_\_\_\_\_

(use figures)

**4) Control Panel (Optional Bid if Current Control Panel is Not Reused)**

\_\_\_\_\_ Dollars

(use words)

\$ \_\_\_\_\_

(use figures)

**5) Total Cost**

\_\_\_\_\_ Dollars

(use words)

\$ \_\_\_\_\_

(use figures)

SUBMITTED on \_\_\_\_\_, 2018.

The undersigned hereby certifies that the proposal is genuine and not sham or collusive, or made in the interest or in behalf of any person, firm, partnership, or corporation not herein named; and the undersigned has not directly or indirectly induced or solicited any other bidder to submit a sham bid, or any other person, firm, partnership or corporation to refrain from bidding, and the undersigned has not in any manner sought by collusion to secure for himself an advantage over any other bidder. In submitting this proposal, it is understood that it is the right of the Borough to reject any and all proposals of parts thereof, or to waive any informalities or technicalities in said proposals. This proposal shall remain firm for at least sixty (60) days from bid opening.

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DATE

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NAME

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AUTHORIZED SIGNATURE

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ADDRESS

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PHONE NUMBER

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CITY, STATE, ZIP CODE

**SPECIFICATIONS FOR BID FOR REPLACEMENT AND INSTALLATION OF  
BOROUGH BUILDING'S AIR CONDITIONING COOLING TOWER**

## **1.0 Closed Circuit Cooling Tower**

**1.1 General:** Furnish and install factory assembled, forced draft, centrifugal fan, closed circuit cooling tower(s) with vertical air discharge, conforming in all aspects to the specifications and schedules as shown on the plans. Overall dimensions shall not exceed approximately 10'-11-3/4" long x 4'-1-1/4" wide x 8' - 11-3/4" high. The total connected fan horsepower shall not exceed 7.5 HP. The total connected pump horsepower shall not exceed 0.5 HP. The closed circuit cooling tower(s) shall be Baltimore Aircoil Company Model(s) VFL-024-22J, or a cooling tower of equal capacity and performance.

**1.2 Thermal Capacity (water as heat transfer fluid):** The closed-circuit cooling tower(s) shall be warranted by the manufacturer to cool 110 USGPM of water from 100°F to 90°F at 78°F entering wet-bulb temperature. The thermal performance shall be certified by the Cooling Technology Institute in accordance with CTI Certification Standard STD-201. A manufacturer's performance guarantee or performance bond without CTI Certification will not be accepted.

**1.3 Corrosion Resistant Construction:** Unless otherwise noted in this specification, all steel panels and structural members shall be protected with the BALTIBOND® Corrosion Protection System. The system shall consist of G-235 (Z700 metric) hot-dip galvanized steel prepared in a four-step (clean, pre-treat, rinse, dry) process with an electrostatically sprayed, thermosetting, hybrid polymer fuse-bonded to the substrate during a thermally activated curing stage and monitored by a 23-step quality assurance program. Coatings other than the BALTIBOND® Corrosion Protection System must be submitted to the engineer for pre-approval. Approved equals must have undergone testing, resulting in the following results as a minimum:

A. When X-scribed to the steel substrate it shall be able to withstand 6000 hours of 5% salt spray per ASTM B117 without blistering, chipping, or loss of adhesion.

B. When X-scribed to the steel substrate it shall be able to withstand 6000 hours of exposure to acidic (pH=4.0) and alkaline (pH=11.0) water solutions at 95°F (35°C) without signs of chemical attack.

C. Shall withstand impact of 160 in-lbs per ASTM D2794 without fracture or delamination of the polymer layer.

D. Shall with stand 6000 hours of ultraviolet radiation equivalent to 120,000 hours of noontime sun exposure without loss of functional properties.

E. Shall withstand 200 thermal shock cycles between -25°F and +180°F (-32°C and 82°C) without loss of adhesion or other deterioration.

F. Shall withstand 6000 hours of exposure to 60 psi (42,184 kg/m<sup>2</sup>) water jet without signs of wear or erosion.

**1.4 Quality Assurance:** The closed circuit cooling tower manufacturer shall have a management system certified by an accredited registrar as complying with the requirements of ISO-9001:2000 to ensure consistent quality of its products and services. Closed circuit cooling tower manufacturers that are not ISO-9001:2000 certified shall provide an additional year of warranty to the customer at no additional cost.

## **2.0 Construction Details**

**2.1 Tower Structure:** The closed circuit cooling tower shall be constructed of heavy-gauge steel utilizing double-brake flanges for maximum strength and rigidity and reliable sealing of water-tight joints. All sheared edges shall be protected with a coating of zinc-rich compound.

**2.2 Casing Assembly:** The closed circuit cooling tower shall include a coil casing section consisting of a serpentine coil, spray water distribution system, and drift eliminators, as indicated by the manufacturer. PVC drift eliminators shall be removable in easily handled sections. They shall incorporate a minimum of three changes in air direction.

**2.3 Coil Assembly:** The cooling coil shall be fabricated of continuous lengths of all prime surface steel at the manufacturer's own facility, and hot-dip galvanized after fabrication. The cooling coil shall be pneumatically tested at 375 psig (2,865 kPa). The cooling coil shall be designed for low pressure drop with sloping tubes for free drainage of fluid and shall be ASME B31.5 compliant. Maximum allowable working pressure shall be 300 psig (2,068 kPa) (280 psig (1,931 kPa) for coils supplied with a CRN).

**2.4 Water Distribution System:** Water shall be distributed evenly over the coil at a minimum flow rate of 4.5 gpm/ft<sup>2</sup> (3.1 l/s-m<sup>2</sup>) to ensure complete wetting of the coil at all times. The distribution system shall consist of large-diameter, non-clog, plastic 360° distribution nozzles spaced across the coil face area in Schedule 40 PVC spray branches by snap-in rubber grommets, allowing quick removal of individual nozzles or complete branches for cleaning or flushing. Nozzles shall utilize a two-stage diffusion pattern to provide overlapping, umbrella spray patterns that create multiple intersection points with adjacent nozzles.

**2.5 Spray Pump System:** The closed circuit cooling tower shall include a close-coupled, bronze-fitted centrifugal pump equipped with a mechanical seal, mounted on the basin and piped to the suction strainer and water distribution system. It shall be installed so that it can be drained when the basin is drained. The pump assembly shall include a metering valve and bleed line to control the bleed rate from the pump discharge to the overflow connection.

**2.6 Basin Assembly:** The combination basin/fan section shall be constructed of heavy-gauge G-235 (Z700 metric) galvanized steel. The basin shall be provided with large area lift out strainers with perforated openings sized smaller than the water distribution nozzles and an anti-vortexing



device to prevent air entrainment. The strainer and vortex device shall be constructed of the same material as the cold water basin to prevent dissimilar metal corrosion.

### **3.0 Mechanical Equipment**

**3.1 Fan System:** The fans and motors shall be factory installed at the base of the unit in the dry entering air stream to provide greater reliability and ease of maintenance. The forwardly curved centrifugal fans shall be heavy-duty centrifugal flow type, statically and dynamically balanced prior to shipment. Fan housings shall have curved inlet rings for efficient air entry and rectangular discharge cowls shall extend into the basin to increase fan efficiency and prevent water from entering the fans.

**3.2 Bearings:** Fans shall be mounted on a steel fan shaft supported by heavy-duty self-aligning, relubricatable bearings with cast iron housings and designed for a minimum L10 life of 40,000 hours (280,000 hrs average life).

**3.3 Fan Motor/Drive System:** Fan motor(s) shall be totally enclosed fan cooled (TEFC) type with a 1.15 service factor and shall be mounted on an easily adjusted, heavy-duty motor base. V-belt drives shall be designed for not less than 150% of motor nameplate horsepower.

**3.4 Mechanical Warranty:** The fan(s), fan shaft(s), bearings, supports, and fan motor(s) shall be warranted against defects in materials and workmanship for a period of five (5) years from date of shipment. An additional two years of warranty, for a total of seven (7) years, shall be provided for fan motor(s) when space heaters are field-wired at time of initial installation.

### **4.0 Accessories**

**4.1 Basin Heater(s):** The cooling tower cold water basin shall be provided with electric heater(s) to prevent freezing in low ambient conditions. The heater(s) shall be selected to maintain 40°F (4.4°C) pan water temperatures at 0°F ambient. The heater(s) shall be provided with low water cutout and thermostat.

**4.2 Basin Water Level Control:** The cooling tower manufacturer shall provide a mechanical float valve assembly with float ball to control make up water.

**4.3 Vibration Cutout Switch:** Provide mechanical local reset vibration switch. The mechanical vibration cut out switch will be guaranteed to trip at a point so as not to cause damage to the cooling tower. To ensure this, the trip point will be a frequency range of 0 to 3,600 RPM and a trip point of 0.2 to 2.0 g's.

**4.4 Discharge Options:** The unit shall be equipped with a tapered hood with positive closure damper assembly and damper actuator.

## **5.0 Equipment Controls (Optional if current cooling tower control panel is not reused)**

5.1 If the present cooling tower control panel is not reused, the cooling tower shall be provided with a cooling tower control panel including the following features:

NEMA 3R Enclosure

7.5 hp Variable frequency Drive with bypass

Single point power with disconnect switch

Spray pump motor starter

Basin heater contactor

Vibration cutout switch interface

Transformer

Power source for damper actuator

Temperature control with return water sensor (temp sensor field installed by others)

5.2 Provide Factory authorized Check Test and startup of Cooling tower and Tower control panel.

## **6.0 INDEMNIFICATION AND INSURANCE**

6.1 Contractor, for itself its successors and assigns, hereby agrees to reimburse the Borough for reasonable attorneys fees/costs of suit that the Borough incurs, indemnify, and hold harmless, the Borough, members of Borough council, employees, attorneys, successors and assigns from and against all losses, liabilities, claims, demands, causes of action, damages, costs, including reasonable attorneys' fees, and expenses of every kind and nature, whether or not covered by insurance, arising out of, resulting from or caused by, in whole or part, any negligent act, error, omission or willful misconduct on part of Contractor, its agents, employees or subcontractors in connection with this Agreement, including but not limited to, those in connection with loss of life, bodily injury, personal injury, damage to property, contamination or adverse effects on the environment, any liability for fines, fees or penalties for violations of any statutes, ordinances, codes, rules, regulations or standards applicable to the services performed by Contractor, its agents, employees or subcontractors (hereinafter "Acts and/or Omissions"). These obligations contained within this Section 6.1 shall survive the termination of this Agreement. Notwithstanding anything to the contrary as may be contained above, the Consultant shall reimburse the Borough for reasonable attorney's fees/costs of suit that the Borough incurs in defending any suits or claims attributable (as determined by a Court of competent jurisdiction) to any Acts and/or Omissions.

6.2 Throughout the life of this Agreement, the Contractor shall pay for and maintain in full force and effect with an insurance company(ies) admitted by the Pennsylvania Insurance Commissioner to do business in the Commonwealth of Pennsylvania and rated not less than A in Best Insurance Key rating Guide, the following policies of insurance:

1. Commercial general liability insurance, including property damage liability and personal injury liability of not less than \$1,000,000 for each occurrence and a \$2,000,000 minimum aggregate amount.

2. Automobile bodily injury liability insurance of not less than \$500,000 each person; \$500,000 each occurrence.

3. Statutory Workman's Compensation and employer's liability insurance.

4. Professional liability insurance covering damages to Borough and others resulting from errors or omissions of Contractor of not less than \$2,000,000.

6.3 Certificates of insurance shall state that coverage shall not be cancelled by either party except after thirty (30) days' prior to written notice by U.S. certified mail, return receipt requested, has been given to the Borough.

6.4 The Contractor shall furnish the Borough with certificates of insurances and the requisite endorsements for all required insurance, prior to the Borough's execution of the Agreement and the start of work.

6.5 Upon notification of receipt by the Borough of a notice of cancellation, major change, modification or reduction in coverage, the Contractor shall immediately, after the effective date of a new or renewal policy, file with the Borough a copy of the required new or renewal policy and certificates for such insurance.

6.6 If at any time during the term of this Agreement, or any extension thereof, the Contractor fails to maintain the required insurance in full force and effect, all work under this Agreement shall be discontinued immediately, and all payments due or that may become due to the Contractor shall be withheld until acceptable replacement coverage notice is received by the Borough. Any failure to maintain the required insurance shall be sufficient cause for the Borough to terminate this Agreement.

## **7.0 CANCELLATION OF INSURANCE**

Each and every policy of insurance maintained in accordance with the terms of the specifications or the contracts entered thereunder, shall carry with it an endorsement to the effect that the insurance carrier will convey to the Borough, by certified mail, return receipt requested, written notice of any modification, alterations or cancellations of any policy or policies or the terms thereof; and said written notice must be received by the Borough, at least ten (10) days prior to the effective date of any such modification, alteration or cancellation. If such modifications, alterations or cancellations shall cause the insurance coverage required hereunder to fail to meet the minimum requirements set forth herein, Contractor shall be deemed to be in default and the Borough shall terminate this agreement as the effective date of said change and insurance coverage

and the surety on the Performance Bond may be held responsible by the Borough for the resulting losses.

## **8.0 HOLD HARMLESS PROVISION**

Contractor hereby agrees to indemnify and hold harmless the Borough and all its officers, agents and employees from any actions, liabilities or claims resulting from the performance of the contract.

## **9.0 EQUAL OPPORTUNITY EMPLOYER**

The Contractor shall state in writing that he or she is an Equal Opportunity Employer.

## **10. PERFORMANCE BOND**

The successful bidder will be required to obtain and post a performance bond or other surety, to be in force for the length of the contract, in the amount of the contract award.

## **11. MISCELLANEOUS**

1) Regardless of where the services of the Contractor and its subcontractors under this Agreement are actually performed, they shall be deemed to be performed in Downingtown, Chester County, Pennsylvania.

2) The Contractor agrees to abide by the terms of the Pennsylvania Right to Know Act (the "Act") with respect to documents prepared under this Agreement that are in the possession of the Contractor. The Contractor further acknowledges that any documents or work product produced by Contractor under this Agreement may be subject to public disclosure as required under the Act and that Contractor hereby agrees work with the Borough to timely produce any such documents as required under the Act. The Contractor agrees to indemnify and hold the Borough harmless for any penalties or damages incurred by the Borough that are related to the Contractor's failure to abide by the terms of this Agreement the terms of which shall survive termination of the Agreement.

3) All work product of the Contractor for this project, including work product created in electronic format, are instruments of service for this project only and shall become the property of the Borough whether the project is completed or not. The parties hereto do not intend, nor will any clause of this Agreement be interpreted, to grant to any third party any benefits or rights under this Agreement.

4) Neither the Borough nor Contractor shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lock-outs, accidents or other events beyond the control of the other or the other's employees and agents.

5) All claims, counterclaims, disputes and other matters in question arising out of or relating to this Agreement shall be brought in the Court of Common Pleas of Chester County, and each parties consents to the exclusive jurisdiction of said court.

6) In the event any provision of this Agreement shall be invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties hereto. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of subsequent breach of the same by the other party.

7) This Agreement is to be binding on the heirs, successors, and assigns of the parties hereto and is not to be assigned by either party without first obtaining the written consent of the other. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than the Borough and Contractor.

**AGREEMENT FOR REPLACEMENT AND INSTALLATION OF BOROUGH  
BUILDING'S AIR CONDITIONING COOLING TOWER**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between THE BOROUGH OF DOWNINGTOWN, in the County of Chester, Commonwealth of Pennsylvania, hereinafter called the "Borough" and \_\_\_\_\_ hereinafter called "Contractor."

WITNESSETH:

WHEREAS, the Borough properly advertised for bids for the replacement and installation of an air conditioning cooling tower located at 4 West Lancaster Avenue, Downingtown, Pennsylvania, a copy of said bid or proposal form, specifications and information for bidders being attached hereto and made a part hereof by reference; and

WHEREAS, after publicly opening the bids on the \_\_\_\_\_ day of \_\_\_\_\_, 2018, it was determined by the Borough that the above-named Contractor was the lowest, responsible bidder; and

WHEREAS, at a meeting of the Borough Council of said Borough held on the \_\_\_\_\_ day of \_\_\_\_\_, 2018, said contract for the replacement and installation was awarded to the above-named Contractor.

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

1. Contractor shall replace and install the air conditioning cooling tower located at 4 West Lancaster Avenue, Downingtown, Pennsylvania in accordance with all conditions, requirements and obligations listed in the Specifications for Replacement and Installation of Borough Buildings' Air Conditioning Cooling Tower.

2. The Borough agrees to pay to the Collector, the sum of \$ \_\_\_\_\_, payable on or before the 45th day following the completion of the replacement and installation of the Borough Buildings' air conditioning cooling tower and all associated conditions, requirements and obligations listed in the Specifications for Replacement and Installation of Borough Buildings' Air Conditioning Cooling Tower.

3. In the event Contractor shall violate any of the terms and conditions of this Contract or the terms and conditions set forth in the Bid form or Proposal, Specifications or Information to Bidders for a period of thirty (30) days, Borough may then give written notice by registered mail to Contractor and his Surety, setting forth in detail the violations complained of, and, if said violations continue for a further period of thirty (30) days, then Borough may by certified mail to Contractor and his Surety declare said Contractor to be in default seven (7) days after the mailing of said notices, and call upon Contractor's Surety to perform. This paragraph is to apply to all defaults or violations committed by Contractor.

4. Contractor shall not have the right to assign, sublet or subcontract any part of the work to be performed under this Contract, unless and until he shall first obtain consent in writing from the Borough and a consent in writing from his Surety, which said consent shall in no way relieve Surety from his obligation, unless specifically released by the Borough.

5. Instruction to Bidders and Specifications for Replacement and Installation of Borough Buildings' Air Conditioning Cooling Tower , as attached hereto, are incorporated herein by reference and made a part of this Agreement.

6. This Agreement shall be binding upon each of the heirs, executors, administrators, successors or assigns of each of the parties hereto.

IN WITNESS WHEREOF, the Borough of Downingtown, pursuant to and by authority of a Resolution duly adopted by the Borough Council, has authorized the execution of this Agreement by the President of its Borough Council, who has affixed his signature as President hereto and who

has attached the official Borough seal, and the Secretary of the Borough has attested thereto the day and year first above written.

AND IN WITNESS WHEREOF, Contractor has hereunto affixed his hand and seal or, being authorized so to do if Contractor is a firm or corporation, has affixed the signatures of the proper officials or partners and the common or corporate seal the day and year first above written.

ATTEST:

BOROUGH OF DOWNINGTOWN

\_\_\_\_\_

BY:

\_\_\_\_\_

Anthony Gazzo

Borough Council President

WITNESS:

\_\_\_\_\_

\_\_\_\_\_

Contractor



**BID BOND**

There is enclosed herewith a bid bond or certified check, drawn to the order of the Borough, in the amount of ten percent (10%) of the total bid price as indicated above; and duly executed consent of surety from an approved surety company licensed to conduct business in the Commonwealth of Pennsylvania agreeing to furnish the Borough the required performance bond upon award of the contract.

It is understood that the bid bond and/or certified check is submitted and shall be subject to the terms and conditions stipulated herein.

The undersigned bidder, submitting this proposal, certifies that this bid is genuine; that it is in no respect collusive; that it is not a sham, directly or indirectly, with any person or bidder, to submit a sham bid, or that such other person shall refrain from bidding; and has not in any manner, either directly or indirectly sought by agreement or collusion, communication or conference, with any person, to fix the bid price of said bidder or any other bidder, or to fix any overhead, profit of said bidder or any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that or any other bidder; or to secure any advantage over the Borough or any person interested in the proposed contract; and further, that such bid, or the contents herein; or divulged information, or data relative thereto to any association or to any member agent thereof; and that no Borough official or employee of said Borough is interested, either directly or indirectly in the bid.

WITNESS:

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Contractor