

# CONTRACT DOCUMENTS FOR SITE PREPARATION

## TABLE OF CONTENTS

<u>Contents</u>	<u>Page</u>
INVITATION FOR BIDS	1
INSTRUCTIONS TO BIDDERS	
1. Use of Separate Bid Forms	2
2. Interpretations or Addenda	2
3. Inspection of Site	2
4. Alternative Bids	2
5. Bids	2
6. Bid Guaranty	3
7. Collusive Agreements	3
8. Statement of Bidder's Qualifications	3
9. Unit Prices	4
10. Corrections	4
11. Time for Receiving Bids	4
12. Opening of Bids	4
13. Withdrawal of Bids	5
14. Award of Contract: Rejection of Bids	5
15. Execution of Agreement: Performance and Payment Bond	5
16. Wages and Salaries	6
17. Equal Employment Opportunity	6
18. Employment of Lower Income Residents and Business Utilization	6
19. Minority and Women's Business Enterprises	6a-6c
BID PROPOSAL PACKET	7
NON-COLLUSION AFFIDAVIT OF PRIME BIDDER	9
BID BOND	10
STATEMENT OF BIDDER'S QUALIFICATIONS	12
MBE/WBE CONTRACT/SOLICITATION AND COMMITMENT STATEMENT (STD-168)	14
AGREEMENT FOR SITE PREPARATION	15
CORPORATE CERTIFICATION	17
STIPULATION AGAINST LIENS	18
Directions for PREPARATION OF PERFORMANCE BOND, LABOR AND MATERIALMEN'S BONDS AND HIGHWAY OCCUPANCY PERFORMANCE BOND	19
PERFORMANCE BOND	20
LABOR AND MATERIALMEN'S BOND	22
HIGHWAY OCCUPANCY PERFORMANCE BOND	23

## Contents

## Page

### GENERAL SPECIFICATIONS - GENERAL CONDITIONS, PART 1

101. Definitions	24
102. Superintendence by Contractor	25
103. Subcontracts	25
Non-Collusion Affidavit of Subcontractor	26
104. Other Contracts	27
105. Fitting and Coordination of the Work	27
106. Mutual Responsibility of Contractors	27
107. Progress Schedule	27
108. Payments to Contractor	28
109. Changes in the Work	29
110. Claims for Extra Cost	30
111. Termination; Delays; and Liquidated Damages	31
112. Assignment or Novation	32
113. Disputes	32
114. Technical Specifications and Drawings	33
115. Shop Drawings	33
116. Requests for Supplementary Information	34
117. Materials and Workmanship	34
118. Samples, Certificates, and Tests	35
119. Permits and Codes	36
120. Care of Work	36
121. Accident Prevention	37
122. Sanitary Facilities	38
123. Use of Premises	38
124. Removal of Debris, Cleaning, etc.	38
125. Inspection	39
126. Review by Local Public Agency	40
127. Final Inspection	40
128. Deduction for Uncorrected Work	40
129. Insurance	41
130. Patents	41
131. Warranty of Title	41
132. General Guaranty	42

### GENERAL SPECIFICATIONS - GENERAL CONDITIONS, PART II (FEDERAL REQUIREMENTS)

1. Title VI of Civil Rights Act of 1964	43
2. Executive Order 11063	43
3. Executive Order 11246	43
4. Contract Work Hours and Safety Standards Act	50
5. Federal Labor Standards Provisions	50
6. Section 3 of the Housing and Urban Development Act of 1968	59
7. Lead-Based Paint Requirements	60
8. Clean Air and Clean Water Acts	60
9. Energy Conservation Provisions	61

**Contents**

**Page**

GENERAL SPECIFICATIONS - GENERAL CONDITIONS, PART II (FEDERAL REQUIREMENTS) (cont.)

10. Section 109 of the Housing and Community Development Act of 1974	61
11. Executive Order 11625 and Executive Order 12138	61
12. Age Discrimination Act of 1975	62
13. Section 504, Handicapped	62
14. Pennsylvania Steel Products Procurement Act	63
15. Pennsylvania Human Relations Act	63
Non-Discrimination Clause	63

GENERAL SPECIFICATIONS - SPECIAL CONDITIONS FOR SITE PREPARATION, PART III

301. Project Site	65
302. Time for Completion	65
303. Liquidated Damages	65
304. Responsibilities of Contractor	65
305. Communications	65
306. Signs	66
307. Job Offices	66
308. Partial Use of Site Improvements	67
309. Work by Others	67
310. Contract Documents and Drawings	67
311. Other Special Conditions	67

TECHNICAL SPECIFICATIONS	68
--------------------------	----

SCHEDULE OF DRAWINGS	69
----------------------	----

CHANGE ORDER - CHANGES IN THE WORK	70
------------------------------------	----

CHANGE ORDER - TIME ONLY INVOLVED	71
-----------------------------------	----

CONTRACTOR'S CERTIFICATE AND RELEASE	73
--------------------------------------	----

ATTACHMENTS

1. Wage Determination Decision
2. Affirmative Action Plan for Utilization of Minority Business
3. "Section 3" Statement

## INSTRUCTIONS TO BIDDERS

### **1. USE OF SEPARATE BID FORMS**

These Contract Documents include a complete set of bidding and Contract forms which are for the convenience of bidders and are not to be detached from the Contract Documents, filled out, or executed. Separate copies of Bid Forms are furnished for that purpose.

### **2. INTERPRETATIONS OR ADDENDA**

No oral interpretation will be made to any Bidder as to the meaning of the Contract Documents or any part thereof. Every request for such an interpretation shall be made in writing to the Local Public Agency. Any inquiry received seven or more days prior to the date fixed for opening of Bids will be given consideration. Every interpretation made to a Bidder will be in the form of an Addendum to the Contract Documents and, when issued, will be on file in the office of the Local Public Agency and the office of the Engineer at least five days before Bids are opened. In addition, all Addenda will be mailed to each person holding Contract Documents, but it shall be the Bidder's responsibility to make inquiry as to the Addenda issued. All such Addenda shall become part of the Contract and all Bidders shall be bound by such Addenda, whether or not received by the Bidders.

### **3. INSPECTION OF SITE**

Each Bidder should visit the site of the proposed work and fully acquaint himself with the existing conditions there relating to construction and labor, and should fully inform himself as to the facilities involved, the difficulties and restrictions attending the performance of the Contract. The Bidder should thoroughly examine and familiarize himself with the Drawings, Technical Specifications, and all other Contract Documents. The Contractor by the execution of the Contract shall in no way be relieved of any obligation under it due to his failure to receive or examine any form or legal instrument or to visit the site and acquaint himself with the conditions there existing, and the Local Public Agency will be justified in rejecting any claim based on facts regarding which he should have been on notice as a result thereof.

### **4. ALTERNATIVE BIDS**

No alternative bids will be considered unless alternative bids are specifically requested.

### **5. BIDS**

a. All Bids must be submitted on forms supplied by the Local Public Agency and shall be subject to all requirements of the Contract Documents, including the Drawings, and these INSTRUCTIONS TO BIDDERS. All Bids must be regular in every respect and no interlineations, excisions or special conditions shall be made or included in the Bid Form by the Bidder.

b. Bid Documents including the Bid, the Bid Guaranty, the Non Collusion Affidavit, the Statement of Bidder's Qualifications (if requested) and all addenda, if any, shall be enclosed in an envelope. The envelope should be such to provide adequate security for the bidding documents. It shall be sealed and clearly labeled with the words ("Site Preparation Bid Documents"), project number, name of Bidder, and date and time of bid opening in order to guard against premature opening of the bid.

c. The Local Public Agency may consider irregular any Bid on which there is an alteration of or departure from the Bid Form hereto attached and at its option may reject the same.

d. When the Contract is awarded, it will be awarded by the Local Public Agency to a responsible Bidder on the basis of the lowest Bid and the selected Alternative Bid items, if any. The Contract will require the completion of the work according to the Contract Documents.

## **6. BID GUARANTY**

a. The bid must be accompanied by a Bid Guaranty which shall not be less than 10 percent (10%) of the amount of the Bid. At the option of the Bidder, the Guaranty may be a certified check, bank draft, negotiable U.S. Government Bonds (at par value), or a Bid bond in the form attached. The Bid bond shall be secured by a Guaranty or a surety company listed in the latest issue of U.S. Treasury Circular 570. The amount of such Bid bond shall be within the maximum amount specified for such Company in said Circular 570. No Bid will be considered unless it is accompanied by the required Guaranty. Certified check or bank draft must be made payable to the order of the Redevelopment Authority of the County of Fayette. Cash deposits will not be accepted. The Bid Guaranty shall ensure the execution of the Agreement and the furnishing of the surety bond or bonds by the successful Bidder, all as required by the Contract Documents.

b. Revised Bids submitted before the opening of Bids, whether forwarded by mail or telegram, if representing an increase in excess of two percent (2%) of the original Bid, must have the Bid Guaranty adjusted accordingly; otherwise the Bid will not be considered.

c. Certified checks or bank drafts, or the amount thereof, Bid bonds, and negotiable U.S. Government bonds of unsuccessful Bidders will be returned as soon as practical after the opening of the Bids.

## **7. COLLUSIVE AGREEMENTS**

a. Each Bidder submitting a Bid to the Local Public Agency for any portion of the work contemplated by the documents on which bidding is based shall execute and attach thereto, an affidavit substantially in the form herein provided, to the effect that he has not colluded with any other person, firm, or corporation in regard to any Bid submitted.

b. Before executing any subcontract the successful Bidder shall submit the name of any proposed subcontractor for prior approval and an affidavit substantially in the form provided in Section 103, SUBCONTRACTS UNDER GENERAL CONDITIONS, PART I.

## **8. STATEMENT OF BIDDER'S QUALIFICATIONS**

Each Bidder shall submit on the form furnished for that purpose (a copy of which is

included in the Contract Documents), a statement of the Bidder's qualifications, his experience record in constructing the type of Improvements embraced in the Site Preparation, and his organization and equipment available for the work contemplated; and, when specifically requested by the Local Public Agency, a detailed financial statement. The Local Public Agency shall have the right to take such steps as it deems necessary to determine the ability of the Bidder to perform his obligations under the Contract, and the Bidder shall furnish the Local Public Agency all such information and data for this purpose as it may request. The right is reserved to reject any Bid where an investigation of the available evidence or information does not satisfy the Local Public Agency that the Bidder is qualified to carry out properly the terms of the Contract.

## **9. UNIT PRICES**

The unit price for each of the several items in the proposal of each Bidder shall include its prorata share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price Bid represents the Total Bid. Any Bid not conforming to this requirement may be rejected as informal. The special attention of all Bidders is called to this provision, for should conditions make it necessary to revise the quantities, no limit will be fixed for such increased or decreased quantities nor extra compensation allowed, provided the net monetary value of all such additive and subtractive changes in quantities of such items of work (i.e., difference in cost) shall not increase or decrease the original contract price by more than twenty-five (25) percent, except for work not covered in the Drawings and Technical Specifications as provided for in the Section - CHANGES IN THE WORK UNDER GENERAL CONDITIONS, PART I.

## **10. CORRECTIONS**

Erasures or other changes in the Bids must be explained or noted over the signature of the Bidder, and initialed.

## **11. TIME FOR RECEIVING BIDS**

a. Bids received prior to the advertised hour of opening will be securely kept, sealed. The officer whose duty it is to open them will decide when the specified time has arrived, and no Bid received thereafter will be considered; except that when a Bid arrives by mail after the time fixed for opening, but before the reading of all other Bids is completed, and it is shown to the satisfaction of the Local Public Agency that the non-arrival on time was due solely to delay in the mails for which the Bidder was not responsible, such Bid will be received and considered.

b. Bidders are cautioned that, while telegraphic modifications of Bids may be received as provided above, such modifications, if not explicit and if in any sense subject to misinterpretation, shall make the Bid so modified or amended, subject to rejection.

## **12. OPENING OF BIDS**

At the time and place fixed for the opening of Bids, the Local Public Agency will cause to be opened and publicly read aloud every Bid received within the time set for receiving Bids, irrespective of any irregularities therein. Bidders and other persons properly interested may be present, in person or by representative.

### **13. WITHDRAWAL OF BIDS**

Bids may be withdrawn on written or telegraphic request dispatched by the Bidder in time for delivery in the normal course of business to the time fixed for opening; provided, that written confirmation of any telegraphic withdrawal over the signature of the Bidder is placed in the mail and postmarked prior to the time set for Bid opening. The Bid Guaranty of any Bidder withdrawing his Bid in accordance with the foregoing conditions will be returned promptly.

### **14. AWARD OF CONTRACT: REJECTION OF BIDS**

a. The Contract will be awarded to the responsible Bidder submitting the lowest bid complying with the conditions of the Invitation for Bids. The Bidder to whom the award is made will be notified at the earliest possible date. The Local Public Agency, however, reserves the right to reject any and all Bids and to waive any informality in Bids received whenever such rejection or waiver is in its interest.

b. The Local Public Agency reserves the right to consider as unqualified to do the work of general construction any Bidder who does not habitually perform with his own forces the major portions of the work involved in construction of the Improvements embraced in this Site Preparation Contract.

### **15. EXECUTION OF AGREEMENT: PERFORMANCE AND PAYMENT BOND**

a. Subsequent to the award and within ten days after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the Local Public Agency an Agreement in the form included in the Contract Documents in such number of copies as the Local Public Agency may require.

b. Having satisfied all conditions of award as set forth elsewhere in these documents, the successful Bidder shall, within the period specified in paragraph "a" above, furnish a surety bond in a penal sum not less than the amount of the Contract as awarded, as security for the faithful performance of the Contract, and for the payment of all persons, firms or corporations to whom the contractor may become legally indebted for labor, materials, tools, equipment, or services of any nature including utility and transportation services, employed or used by him in performing the work. Such bond shall be in the same form as that included in the Contract Documents and shall bear the same date as, or a date subsequent to, that of the Agreement. The current power of attorney for the person who signs for any surety company shall be attached to such bond. This bond shall be signed by a Guaranty or surety company listed in the latest issue of the U.S. Treasury Circular 570 and the penal sum shall be within the maximum specified for such company in said Circular 570.

b.1. If any of the work of this contract is to be performed within the right-of-way of the Pennsylvania Department of Transportation, an additional performance bond will be required to obtain the necessary Highway Occupancy Permit. Such performance bond shall be provided by the Contractor on the form provided for that purpose, as shown on pages 23-a. and 23-b. following, and shall bind the Contractor and the relevant Permittee collectively as "Principal" to the Commonwealth of Pennsylvania as "Obligee" in an amount determined by the Pennsylvania Department of Transportation. Such amount is based upon the number of lineal feet of contract work located within the State right-of-way which is in the paved road-

way (\$20.00 per l.f.), in a paved or improved shoulder (\$15.00 per l.f.) and off of any paved or improved surface (\$10.00 per l.f.).

c. The failure of the successful Bidder to execute such Agreement and to supply the required bond or bonds within ten days after the prescribed forms are presented for signature, or within such extended period as the Local Public Agency may grant, based upon reasons determined sufficient by the Local Public Agency, shall constitute a default, and the Local Public Agency may either award the Contract to the next lowest responsible Bidder or readvertise for Bids, and may charge against the Bidder the difference between the amount of the Bid and the amount for which a Contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the Bid bond. If a more favorable Bid is received by re-advertising, the defaulting Bidder shall have no claim against the Local Public Agency for a refund.

## **16. WAGES AND SALARIES**

a. Attention of Bidders is particularly called to the requirement concerning the payment of not less than the prevailing wage and salary rates specified in the Contract Documents and the conditions of employment with respect to certain categories and classifications of employees. (See GENERAL CONDITIONS, PART II.)

b. The rates of pay set forth under GENERAL CONDITIONS, PART II, are the minima to be paid during the life of the Contract. It is therefore the responsibility of Bidders to inform themselves as to local labor conditions, such as the length of work day and work week, overtime compensation, health and welfare contributions, labor supply and prospective changes or adjustments of rates.

## **17. EQUAL EMPLOYMENT OPPORTUNITY**

Attention of Bidders is particularly called to the requirement for ensuring that employees and applicants for employment are not discriminated against because of their race, creed, color, or national origin. A goal for participation in each trade in all Federal and Federally-assisted construction contracts of 6.9% for females has been set nationally and of 4.8% for minorities has been set for the county. (See GENERAL CONDITIONS, PART III, SECTION 301 and 308.)

## **18. EMPLOYMENT OF LOWER INCOME RESIDENTS AND BUSINESS UTILIZATION**

a. Attention of Bidders is called to the special requirements of the "Section 3 Clause" of 24 CFR 135.20, which require that to the greatest extent feasible opportunities for training and employment be given lower income residents of the covered area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned, in substantial part, by persons residing in the covered area. (See GENERAL CONDITIONS, PART III, SECTION 306.)

b. Contractors must utilize, to the greatest extent possible, minority business concerns located within the locality. (See GENERAL CONDITIONS, PART III, SECTION 307.)

## **19. MINORITY AND WOMEN'S BUSINESS ENTERPRISES**

To the greatest extent feasible, contractors shall utilize minority and women's business enterprises when subcontracting and obtaining materials and supplies.

## **A. Participation Level**

(1) The Local Public Agency has established minimum participation levels (MPLs) at 5% for minority business enterprises (MBE) and 3% for women's business enterprises (WBE) for this project, to be used solely as a threshold in determining Bidder responsibility. A Bidder will not be rejected as not responsible solely because it fails to reach the MPLs. To determine the participation level which has been reached, a Bidder may divide the total dollar amount of the commitments by the total dollar amount of the Bidder's bid.

(2) MBE/WBE subcontracts and manufacturers will be credited toward the minimum level at 100%. Stocking suppliers are credited at 100%. Non-stocking suppliers which are commonly and ordinarily the custom in the industry and a part of the industry's trade practices are credited at 100%; non-stocking suppliers which are not commonly and ordinarily the custom in the industry nor a part of the industry's trade practice are not credited.

(3) A firm which is both an MBE and WBE will only receive credit toward MPLs as either an MBE or WBE, but not both. Bidders must indicate on Form STD-168, MBE/WBE Contact/Solicitation and Commitment Statement whether the firm is being listed as either an MBE or a WBE.

(4) An MBE/WBE firm who is the prime Bidder on a project will receive no MPL credit for its own work effort for services provided. MBEs/WBEs bidding as prime proposer must solicit other certified MBE/WBE participation for materials and/or supplies.

(5) MBE/WBE subcontractors must perform at least seventy-five percent (75%) of the cost of the subcontract, not including the cost of materials, with its own employees.

## **B. Responsiveness**

### **MBE/WBE BIDDING REQUIREMENTS -**

ONLY RESPONSIVE BIDS WILL BE CONSIDERED. TO BE RESPONSIVE:

1. You the bidder **must** submit a Form STD-168, completed according to the instructions that are provided with it.
2. You **must** make a good faith effort to give MBE and WBE firms an opportunity to participate in the work of this contract. To the extent such firms offer to provide materials or services needed for the work, at prices which are advantageous to you, you must make (and keep) a commitment to obtain those materials/services. Failure to make a good faith effort will result in a determination that your bid is not responsive. (Failure to make and keep such commitments will be considered evidence of discriminatory practices.)
3. At a minimum, you **must** contact the firms identified in the listing provided as a part of these contract documents for quotes on the items or services you will need.
  - a. If you receive a satisfactory quote from a listed supplier and commit to it, you do not need to contact other suppliers for the same items/services.

- b. If you get a quote that is higher than you must pay from some other source, you do not need to accept the higher quote, but you must document that the quote is higher by showing the quote and showing the source and price you will use. Include the date and time of contact in your documentation.
- c. In documenting quotes you commit to, and those you reject as being too high, you must show unit prices, multiplied by your best estimate of the quantities of goods and/or services you expect to use. This information is essential to a determination that Minimum Levels of Participation have been achieved, and is needed for verification during construction that commitments made are being kept. It is expected that there may be variations in the quantity estimates you use for some goods/services from final actual quantities. *Minor variations will not be questioned. Significant changes, however, will require documentation that this difference resulted from changes in the work of the contract--not motivated by an intent to reduce the committed amount of MBE/WBE participation.*
- d. If you make contact with a listed supplier but do not receive a quote, document this by date and time of contact.
- e. If you attempt to make a contact without response -- for example, "phone disconnected"; "out of business"; "moved, no forwarding address" -- document the attempt, again using date and time. It is important that the Redevelopment Authority be made aware of any non-response of this type so that the lists provided to us by the State can be kept up to date.
4. If you have obtained satisfactory quotes from one or more of the listed firms and made commitments to them, **and**, if the total of those commitments equal or exceed the "Minimum Levels of Participation" (5% MBE and 3% WBE), your bid will be deemed responsive.
5. You may seek to achieve the minimum levels of participation using firms other than those in the list provided. If so, you must also document that the firm you use is a currently certified MBE or WBE. If that certification is not by the Commonwealth Minority and Women Business Enterprise Office, such firms may be considered but you (and they) must identify who has certified them. Acceptance of certification by other than the Commonwealth Minority and Women Business Enterprise Office will be at the discretion of the Authority.
6. If you have made a good faith effort (and properly documented that effort in your STD-168 with such supplemental documentation as needed) failure to achieve the Minimum Level of Participation will not result in a determination of non-responsiveness.
7. If you have evidence that a quote given you by a MBE/WBE is not a bona fide attempt to compete for your business, but merely a means for you to have commitments which achieve the Minimum Level of Participation, you should report this information to the Authority. Examples of this circumstance include situations where the MBE/WBE is acting in the manner of a broker in a trade where this is not the common practice. A quote which simply adds a margin to a price from a non-MBE/WBE is not competitive and need not be accepted. To do so simply to achieve the Minimum Level of Participation is contrary to the goals of the MBE/WBE Program.
8. Final decisions regarding responsive bids and compliance with requirements will be solely at the discretion of the Redevelopment Authority.

### **C. Responsibility**

(1) The submittals of each bidder are subject to review to determine whether the bidder has discriminated in the selection of manufacturers, subcontractors and suppliers. If a bidder has met the MPLs for MBE/WBE participation, the bidder will be presumed not to have discriminated in their selections. Where the MPLs are not met, the Local Public Agency will determine whether discrimination has occurred. If, after investigation including a review of Form STD-168, it is found that discrimination has occurred, the reviewed bidder shall thereby be deemed to be not responsible and the bid will be rejected.

(2) Commitments to MBE and WBE firms made at the time of bidding must be maintained throughout the term of the contract, unless a change in commitment to these firms is preapproved by the Local Public Agency or the administering agency performing the evaluation of the Bid.

### **D. Access to Information**

That Local Public Agency may obtain documents and information from any Bidder, contractor, subcontractor, supplier, or manufacturer that may be required in order to ascertain Bidder or contractor responsibility. Failure to provide requested information may result in the contractor being declared not responsible.

# **SPECIAL NOTICE REGARDING MINORITY AND WOMEN'S BUSINESS ENTERPRISES:**

Page 6d, following this page, is a list of MBE/WBE firms within the trade area to be contacted to provide subcontracted services, materials and supplies which may be needed for this project. The bidder may contact these firms, and any other certified MBE/WBE firms known to the bidder, to achieve the minimum participation level (MPL).

Contacts and commitments must be recorded on Form STD-168 (contained in the bidding documents) in accordance with the instructions on the form.

Included in this packet are several filled-out sample forms. These forms are there to help you better understand what we expect a responsive Form STD-168 to look like. The completed Form STD-168 **must** be submitted with the bid, or the bid will be rejected as nonresponsive.

If the Form STD-168 submitted with the bid show commitments resulting from contacts with certified MBE/WBE firms achieving at least the minimum participation level of 5% for MBE firms and 3% for WBE firms, the bid will be considered responsive, and in this regard, the bidder will be presumed to be responsible. If the MPLs are not achieved by such contact/commitments, the bidder must report why the MPLs were not achieved. Information regarding this report is contained in paragraph 19(a) on page 6a of these instructions.

**If this is the first bid submitted to the Local Public Agency under this MBE/WBE plan, the bidder is urged to contact the Agency at least 2 days prior to the bid opening to review preparation of the Form STD-168. Phone either James P. Rabatin or Raymond C. Polaski at 724-437-1547.**