

July 2022

To: Interested Contractors

Re: Invitation to Bid

From: Kelly Cook  
Borough Manager

### **INVITATION TO BID**

**PROJECT DESCRIPTION:** Curb and sidewalk repair and replacement various locations.

The Borough of Ebensburg is seeking bids from qualified Bidders to replace and install curbing and sidewalk in the Borough of Ebensburg, Cambria County, Pennsylvania.

The Borough of Ebensburg will receive sealed Bids until 12:00 noon local prevailing time Monday, August 22, 2022 at 300 West High Street, Ebensburg, PA 15931. Bidding Documents may be examined during normal office hours at the borough office, 300 West High Street, Ebensburg, Pa. (814) 472-8780, are available on-line at [www.ebensburgpa.com](http://www.ebensburgpa.com), or at Altoona Builders Exchange. Proposals must be on forms provided by the Borough.

A (non-mandatory) pre-bid conference, including a walk of the project area, will be conducted on August 15, 2022 at 10:00 a.m.

The project is a prevailing wage project, subject to the Pa. Prevailing Wage Act. Rates established by DOL are available on-line [www.portal.state.pa.us](http://www.portal.state.pa.us) (Project Serial No. 22-06306). The contract provisions, including prevailing wage requirements, apply to work performed on the contract by the contractor and sub-contractors.

Bid Security in the amount of 10% of the Bid must accompany the Bid. A performance bond in the amount of 100% of the contract will be required of the successful bidder. Liquidated damages apply. The Borough of Ebensburg reserves the right to waive irregularities and to reject Bids.

**REQUEST FOR BID PROPOSALS FOR  
RESIDENTIAL SIDEWALK & CURB**

**BOROUGH OF EBENSBURG  
300 WEST HIGH STREET  
EBENSBURG, PENNSYLVANIA 15931**

**CONTACT PERSON:**

**Kelly Cook  
Borough Manager  
(814) 472-8780**

## I      BID INFORMATION

- A.      **Purpose**  
This request for bid proposal provides interested contractors with information to enable them to prepare and submit bid proposals for consideration by the Borough of Ebensburg to replace certain residential sidewalks and curb within Ebensburg Borough.
- B.      **Submission of Bid Proposals**  
Sealed bid proposals will be received by Kelly Cook, Borough Manager, at her office located at 300 West High Street, Ebensburg, Pennsylvania 15931, until 12:00 Noon on Monday, August 22, 2022. Bids will be opened at 12:00 Noon on Monday, August 22, 2022 and considered for approval at the Council meeting on Monday, August 22, 2022 at 6:30 PM.
- C.      **Proposals**  
To be considered, a vendor must submit a complete response to this request for bid proposal, and it must be submitted as directed. All bid proposal costs must be guaranteed for a period of sixty (60) days from the date opened.
- D.      **Rejection of Bid Proposals**  
The Borough of Ebensburg, at its sole discretion, reserves the right, for any reason and at any time, to accept or reject any or all bid proposals, to waive any informalities and/or irregularities, to be the sole judge of equality or workmanship, to waive any minor specifications, to negotiate the terms and specifications for the project, to modify any part of the request, to issue a new request for bid proposal, and to award the contract in a manner which best serves the interests of the Borough of Ebensburg.
- E.      **Quantities**  
The Borough of Ebensburg reserves the right to adjust the quantities based on actual bids, and award a contract for less or additional work. Extra quantities added as a result of additional work ordered during the contract period shall be billed at the bid unit quantity rate.
- F.      **Payment of Contractor**  
Payment shall be made as invoiced for completed work. Invoices shall be submitted no more frequently than every two weeks. Retainage of ten percent (10%) of the total project cost, as adjusted during the contract, shall be retained until project is complete.
- G.      **Wage Classification**  
This project is a PREVAILING WAGE contract, subject to the Pa. Prevailing Wage Act. Rates established by DOL are available on-line [www.portal.state.pa.us](http://www.portal.state.pa.us) (Project Serial No. 22-06306). The contract provisions, including prevailing wage requirements, apply to work performed on the contract by the contractor and the work performed on the contract by sub-contractors.
- H.      **Prior Experience**  
Bidders must have demonstrable experience in performing sidewalk and curb replacement, and have staff experienced in prevailing wage compliance. The Borough will verify such experience prior to bid award, and the lack of such experience will be cause for rejection of the bid.

- I. **Sub-Contractors**  
The prime contractor will be required to perform on their own a minimum of seventy- five (75%) percent of the contract work. No more than twenty-five (25%) percent of the contract may be performed by sub-contractors.
- J. **Bid Bond**  
The bid must be accompanied by a certified check or bid bond in the amount of 10% of the bid made payable to Ebensburg Borough.
- K. **Performance Bond**  
A performance bond in the amount of 100% of the contract shall be furnished by the successful bidder.
- L. **Pre-Bid Conference**  
A (non-mandatory) pre-bid conference, including a walk of the project area, will be conducted on Monday, August 15,2022 at 10:00 a.m. Attendees should meet at the Ebensburg Borough Municipal Building, 300 West High Street. If weather conditions permit, the project will be walked. Though not mandatory, all bidders are encouraged to attend to ensure an understanding of the project scope.
- M. **Bidder Questions**  
The Borough will accept questions relative to the project through August 16<sup>th</sup>.. Submit questions to [KCook@ebensburgpa.com](mailto:KCook@ebensburgpa.com). All questions received up until that time will then be posted on the website with all answers. Bidders are advised to check [www.ebensburgpa.com](http://www.ebensburgpa.com) on or after Tuesday, August 16, 2022 for any further addendums.

## II PROJECT DESCRIPTION

Project details are described in the project plans and specifications. This is a smaller project and detailed drawings were not done, standard details apply.

## III CALCULATION OF BIDS

Bids are to be submitted on the enclosed bid forms. The unit cost bid is to include all associated costs. The curb cost shall include cost of curb, street repairs, E&S, and traffic control measures. The sidewalk cost shall include the sidewalk, handicap ramps, driveway aprons, all grading, seeding, and transitions to adjoining surfaces and walks and tree lawns.

The completed project may be for more or less quantities and payment will be adjusted based upon the bid unit cost for sidewalk and curb.

## IV PROJECT DETAILS

1. **Sidewalk Slab**  
Sub-grade shall be compacted, with six (6") inches of compacted 2A aggregate above. The sidewalk slabs shall be four (4") inches thick Type 'A' concrete. Maximum slope is 2% toward curbs. Medium broom finish. Use expansion material when abutting any building.

2. **Driveway Entrances**  
The curb at all driveway entrances will be depressed to a reveal of 2", and in accordance with the design specification for Type 1 aprons. Driveway areas are to be 6 inch depth concrete.
3. **Curbs**  
Coarse aggregate shall be compacted 2A in curb section. Curb is eight (8") inches wide and eighteen 18" inches deep with eight (8") inches of revealed curb. All concrete for curb construction shall be consolidated with a vibrator (internal). All disturbed blacktop shall be saw-cut. Space between new curb and cut street surface shall be filled with hot bituminous 25 mm asphalt base course and 9.5 mm wearing 1.5" layer to be placed as final finish.
4. **Handicapped Curb Cut Ramps**  
Ramps shall be provided at intersections as detailed in the specifications. All handicap ramps surfaces shall be red colored pre-manufactured. Stamped concrete in-place is not acceptable. All ramps **MUST** be compliant with all Federal regulations. **No ramps in this project.**
5. **Tree Lawns**  
Tree lawns shall be provided between the sidewalk and curb, except where noted in the project specifications. Include grading, topsoil, and seeding. No construction debris (concrete, rocks, etc.) is to be left in the tree lawn, as new trees will be planted by Borough. Costs associated with tree lawn are to be considered incidental to construction.
6. **Transitions**  
Yards shall be graded, topsoil applied as necessary, and seeded to meet the inside edge of the new sidewalks. Driveways and entrance sidewalks inside of the sidewalk shall be sawcut as necessary in order to form for the new sidewalk. Driveways shall be returned to their original condition (concrete, asphalt, brick). Any concrete/blacktop/brick work required in order to provide a safe and reasonable transition to existing front walks and driveways inside of the new sidewalk is incidental to this contract, shall be provided by contractor, and is considered incidental to construction.
7. **Tree Stump Removal**  
**No stump removal anticipated in this project.**

## V GENERAL PROJECT NOTES

1. ½" pre-molded expansion joints every thirty (30') feet or less on curb and sidewalk. Tooled joint every five (5') lineal feet and curb every (10') feet. The new curb can be slip formed. If so, saw cut the curb every 15 feet, within 24 hours of being poured.
2. All concrete shall be Class AAA 4,000 P.S.I.
3. All existing pavement damaged by new construction shall be repaired per standard PennDOT construction practices and specifications.
4. Existing roads shall be maintained in a clean condition free of mud, stone, and dust. Adequate means shall be provided to clean the wheels of all vehicles exiting the site prior to accessing public thoroughfares.
5. Contractor must contact the Pennsylvania One-Call System at 800-242-1776 at least three days prior to construction. Contractor is responsible for contact and coordination with all utilities, and for any and all utility-related damages that might occur.

6. The Contractor is designated as the “Responsible Person in Charge of Construction” and the site supervisor, who is trained in safety and the work being performed, is responsible for construction site safety.
7. The Contractor shall coordinate with all utility companies and shall accommodate in the project all necessary curb boxes, access panels, control boxes, shut-offs, utility connections, etc. The contractor is responsible for adjusting all water and gas curb boxes to grade. The Borough will provide new water curb boxes for any requiring replacement.
8. Accommodation shall be made for any private drains that the borough chooses to allow to remain under the sidewalk and replacement with suitable material, as directed by the borough. It is estimated there will be fewer than three such drains. Such a drain is nothing more than a 4” pipe that is connected to an existing privately owned pipe, extended through the new curb and cut even with the curb. Any such work is considered incidental to the contract.
9. All existing curb and sidewalk demolished under this contract and all other materials shall be removed by the Contractor and properly disposed of. Bidders are solely responsible for verifying a dump site and all regulatory approvals.
10. Contractor shall provide any and all safety precautionary measures necessary for the safety of pedestrians during the construction process.
11. Contractor is permitted to block off completely one block while work is underway on that particular block, but no more than one block at a time. Contractor may coordinate parking bans as necessary with the Borough. All required “work area” signs and traffic control measures are responsibility of Contractor.
12. Only one side of a street may be excavated at a time. Once curbing is poured and backfilled, the opposite side of the street may be excavated.
13. Contractor shall assure that stop signs are maintained during project. Borough will remove all other regulatory signs, and Borough will handle installation of new signage following project completion.
14. All curbing and sidewalk shall be removed typically to the nearest joint.
15. Contractor is responsible for restoring all disturbed property to conditions equal to or better than conditions prior to construction. Smooth transitions to abutting sidewalks and yards, whether private or public, shall be assured. INCLUDE ON DRAWINGS A TRANSITION AT RADIUS TO OLD CURB
16. Testing of concrete is not required. The Borough will draw random samples and perform any desired testing.

## VI PROJECT SCHEDULE

Authorization to proceed with work on this project is expected to be issued June. That work is expected to begin as soon as weather permits. All work must be completed no later than October 31, 2022. Liquidated damages of \$350 per day shall apply.

Once work begins it shall continue uninterrupted.

## VII GENERAL

This contract will include the removal of curbs; removal of existing sidewalk; grading; construction of new curbs; construction of new sidewalk; grading and seeding of new tree lawns; providing safe transitions from new concrete surfaces to any existing private walks, driveways and intersecting sidewalks; installation of all required curb depressions, handicap ramps, and radiuses; notification of and coordination with all utilities; and site safety.

All bidders shall be skilled in the class of work being bid. Bidders shall satisfy themselves by personal examination of the location of the proposed work and by such other means as they may prefer, as to the actual conditions and requirements of the work, to enable them to make up their bids intelligently and to advantage. Each bidder shall make himself familiar with all existing conditions before submitting his proposal, in order that no misunderstanding shall exist in regard to the nature and character of the work to be done. No allowance will be made for any claim that the bid was based upon incomplete information as to the nature and character of the site or the work involved.

This is not a PennDOT project, and no State or Federal funds are involved in the project.

E&S approval from Cambria County Conservation District. Both permits have been obtained by the Borough. The contractor is not responsible for obtaining any permits.

### VIII INSURANCE

- A. The Contractor shall not commence work under this contract until he has obtained all insurance required and such insurance has been approved by the Borough, nor shall the Contractor allow any subcontractor to commence work on his contract until all similar insurance required of the subcontractors has been so obtained and approved.
- B. Insurance – The Contractor shall provide certificate of insurance for Workers' Compensation, as required by law, for all of his employees employed, and in case any work is sublet, the Contractor shall require the subcontractor to provide Workers' Compensation for all of his employees.

The Contractor shall provide certificate of insurance for comprehensive general liability insurance which will protect Contractor in providing services under this Agreement from claims for damage or injury to persons, including wrongful death, and for damage to property which may arise from operations under this Agreement whether such operations be by Contractor or by the subcontractor of Contractor, or by anyone directly or indirectly employed by either Contractor or subcontractor.

The Contractor shall provide coverages including, but not limited to, the following:

#### Insurance Limits Required

1. Comprehensive General Liability:  
One Million (\$1,000,000) Dollars combined bodily injury and property damage, single limit liability insurance, or:  
Five Hundred Thousand (\$500,000) Dollars single limit with a One Million (\$1,000,000) Dollar excess policy.
  2. Business Auto Liability:  
One Million (\$1,000,000) Dollars combined bodily injury and property damage  
Or:  
One Million (\$1,000,000) combined single limit liability
- C. The Contractor shall name the Borough of Ebensburg as additional insured on all above specified policies with right of notice.
- D. Comprehensive liability insurance covering all owned and non-owned equipment and motor vehicles.

IX     LABOR AND EQUIPMENT

All labor and equipment of every kind necessary to carry out the provisions of these specifications shall be furnished by and at the expense of the Contractor.

X     HOLD HARMLESS

The Contractor shall indemnify and save harmless the Borough of Ebensburg against and from all suits or actions of every kind and description brought against the Borough or any of its Officers, agents, or employees, and also from damages and costs to which it, they, or any of them may be put by reason of injury to the person or property of any other, resulting from negligence or carelessness, or otherwise, in the performance of Contractor's obligations under the contract, or from any defective or improper appliances used in performance of the same.

**Borough of Ebsburg  
2020 Sidewalk/Curb Project  
Response to Bid Request**

Contractor \_\_\_\_\_

Address \_\_\_\_\_

ZIP \_\_\_\_\_

Contact \_\_\_\_\_

Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

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

	<u>UNIT</u>	<u>TOTAL</u>
Curb Cost (LF) Project estimate = LF	\$ 1052 /LF	\$ _____

Sidewalk Cost (SY) Includes handicap ramps & retaining wall Project estimate = SY	\$ 111 /SY	\$ _____
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(Curb cost to include street repairs, E&S, stump removal and traffic control measures. Sidewalk cost to include all grading, seeding and costs of transitions.)

(It is understood that the contract awarded may be for more or less quantities than the estimates provided in the bid request. The total project cost submitted below will be adjusted accordingly by the unit price quoted. This is a unit cost contract, in which payment will depend on number of units actually installed)

Total Project Cost \$ \_\_\_\_\_

\_\_\_\_\_ I checked [www.ebsburgpa.com](http://www.ebsburgpa.com) on Tuesday, August 16<sup>th</sup> or later for any subsequent addendums that may have been issued.

\_\_\_\_\_  
Authorized Signature