

EBENSBURG MUNICIPAL AUTHORITY

300 West High Street
Ebensburg, Pennsylvania 15931

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January 20, 2021

To: Interested Contractors

Re: Invitation to Bid

From: Daniel L. Penatzer
Borough Manager

INVITATION TO BID

PROJECT DESCRIPTION: Griffith's Field CSO Abandonment Project

The Ebensburg Municipal Authority is seeking bids from qualified Bidders to eliminate the existing Griffith's Field Combined Sewer Overflow (CSO) by removing an existing eight (8") inch PVC diversion line and meter manhole and installing approximately 20 LF of 18" PVC sewer main and one manhole to connect to the existing 18" VCP sewer main.

Sealed bids will be received until 12:00 noon local prevailing time Monday, February 15, 2021 at 300 West High Street, Ebensburg, PA 15931. Bidding Documents may be examined at and are available for self-printing at www.ebensburgpa.com, or at Altoona Builders Exchange. Proposals must be on forms provided by the Authority.

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 (Project Serial No. 21-00428). 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. The Borough of Ebensburg reserves the right to waive irregularities and to reject Bids.

**Three bidding documents for this project are
available for printing at www.ebensburgpa.com**

**Griffith's Field Plan Sheets
Griffith's Field Technical Specs
Griffith's Field E&S Control Narrative**

EBENSBURG MUNICIPAL AUTHORITY

**REQUEST FOR BID PROPOSALS FOR
GRIFFITH'S FIELD CSO ABANDONMENT PROJECT**

**EBENSBURG MUNICIPAL AUTHORITY
300 WEST HIGH STREET
EBENSBURG, PENNSYLVANIA 15931**

**CONTACT PERSON:
Daniel L. Penatzer; 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 Ebensburg Municipal Authority to eliminate the Griffith's Field CSO in accordance with the requirements of the Authority's NPDES Permit.

B. Submission of Bid Proposals

Sealed bid proposals will be received by Daniel Penatzer, Borough Manager, at his office located at 300 West High Street, Ebensburg, Pennsylvania 15931, until 12:00 Noon on Monday, February 15, 2021.

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 Authority, 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 Authority.

E. Quantities

The Authority reserves the right to adjust the quantities based on actual bids and award a contract for less or additional work.

F. Payment of Contractor

Payment shall be made as invoiced for completed work.

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 (Project Serial No. 21-00428). 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 sewer related work. The Authority 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 Municipal Authority.
- 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 (weather permitting), will be conducted on Monday, February 1, 2021 at 10:00 a.m. Attendees should meet at Bud's Auto Sales, 1661 Wilmore Road, Ebensburg, PA. 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 Authority will accept questions relative to the project through Monday, February 8, 2021. 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 on or after Tuesday, February 9, 2021 for any further addendums.

II PROJECT DESCRIPTION

A. General

The Authority wishes to eliminate the existing Griffith's Field Combined Sewer Overflow (CSO) by removing an existing eight (8") inch PVC diversion line and meter manhole and installing approximately 20 LF of 18" PVC sewer main and one manhole to connect to the existing 18" VCP sewer main.

The project shall be performed in accordance with plans prepared by Stiffler-McGraw dated June 2020, Technical Specifications drafted by Stiffler-McGraw dated April 2020, and the E&S Control Narrative dated April 2020.

Easements have already been obtained for the affected properties.

This contract is for excavation, installation, backfilling, grading and seeding and for all required materials such as pipe and manhole and backfill stone and property restoration.

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.

B. General Project Notes

1. Streets 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.

2. Contractor must contact the Pennsylvania One-Call System at 800-242-1776 and comply with all relevant regulations. Contractor is responsible for contact and coordination with all utilities, and for any and all utility-related damages that might occur.
3. 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.
4. All materials excavated under this contract and all other materials shall be removed by the Contractor and properly disposed of.
5. All required "work area" signs and traffic control measures are responsibility of Contractor.

C. Project Schedule

Authorization to proceed with work on the sewer main project is expected to be issued February 15th. That work is expected to begin no later than April 1st and be completed within four weeks of starting.

III 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 Authority, 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 and Ebensburg Municipal Authority as additional insureds on all above specified policies with right of notice.

- D. Comprehensive liability insurance covering all owned and non-owned equipment and motor vehicles.

IV 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.

V HOLD HARMLESS

The Contractor shall indemnify and save harmless the Borough of Ebensburg and the Ebensburg Municipal Authority against and from all suits or actions of every kind and description brought against the Borough and/or the Authority 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.

**Ebensburg Municipal Authority
Griffith's Field CSO Abandonment Project**

Response to Bid Request

Contractor _____

Address _____

_____ ZIP _____

Contact _____

Telephone Number _____

Fax Number _____

E-mail _____

Total Project Cost

TOTAL
\$ _____

_____ I checked www.ebensburgpa.com on Tuesday, February 9th or later for any subsequent addendums that may have been issued.

Authorized Signature