

Project Manual

For

ALMIRA BUILDING ROOF REPAIR PROJECT

LAWRENCE COUNTY, PENNSYLVANIA

September 26, 2017

Lawrence County
Board of Commissioners
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SECTION I

LEGAL NOTICE INVITATION TO BID

Bid Documents are on file and may be obtained at the offices of the Lawrence County Commissioners, 430 Court Street, New Castle, PA 16101.

Bids will be received for the Almira Building Roof Repair Project. Final Qualified Sealed Bids shall be accepted until **9:00 am on Tuesday, September 26, 2017** at the Lawrence County Controller's Office located on the 1st Floor of the Lawrence Court House, 430 Court Street, New Castle, PA 16101. Each Qualifying Bid **must** be accompanied by a **Bid Bond**, payable to the County of Lawrence in the amount equal to 10% of the total bid submitted.

Said qualified bids shall be publicly opened and read aloud at **12:00 noon on Tuesday, September 26, 2017**, during the regularly-scheduled Commissioner's public meeting in the Mahoning Grange Community Building located on Sky Hill Road in Mahoning Township.

All bidders are advised of the notice of requirements for affirmative action to ensure equal employment opportunity (Executive Order 11246). Prevailing wage is required; therefore, attention is called to the fact that not less than the minimum salaries and wages, as determined by the Secretary of Labor for the type of work described, is in accordance with Executive Order 11246, as set forth in the contract documents, will be necessary.

Section 3 Minority Business Enterprise and/or Women Business Enterprise-owned firms and individual minority and female professionals are encouraged to participate. Attention is called to the fact that employees and applicants for employment may not be discriminated against because of race, color, age, religion, sex, disability, family status, or national origin.

Bids may be held for a period of not to exceed 90 days from the opening day of the bids for the purpose of their review prior to the awarding of the contract unless the formal award is delayed by a required approval of another government agency, the sale of bonds or the award of a grant or grants, in which case the County of Lawrence may hold the proposal one hundred and twenty (120) days after the date set for the Opening of Bids.

Bids must be sealed and marked "**Almira Building Roof Repair Project**" and delivered to the Lawrence County Controller's office at 430 Court Street, New Castle, PA 16101.

Published Dates: Saturday, September 9, 2017 and Tuesday, September 12, 2017

SECTION II

INSTRUCTIONS TO BIDDERS

1. Defined Terms

Terms used in these Instructions to Bidders have the meanings assigned to them in the General Provisions. The term "Bidder" means one who submits a Bid directly to the COUNTY, as distinct from a sub-bidder, who submits a Bid to a Bidder. The term "Successful Bidder" means the Bidder to whom Lawrence County makes an award. The term "Bidding Documents" may include, but is not limited to, the Invitation to Bid, Contractor Qualification Statement, Notice of Eligibility, Instructions to the Bidders, Site Map, Specifications, the Bid Form, the required Bonds, the proposed Contract Documents (including all Addenda issued prior to receipt of Bids), all Supplemental Specifications and Special and General Provisions of this project, a Statement of Non-Collusion, a Statement of Acknowledgment agreeing to compliance of Prevailing Wage Rates and Regulations, and Acceptance of the Workmen's Compensation Act.

2. Copies of Bidding Documents

- 2.1 Complete sets of the Bidding Documents may be obtained from the COUNTY.
- 2.2 Complete sets of Bidding Documents must be used in preparing Bids; the COUNTY does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents. Please be sure your Bidding Documents are complete by the Table of Contents. If you have any questions regarding these, please direct them to the appropriate person.
- 2.3 The COUNTY will make copies of Bidding Documents available on the above terms only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

3. Examination of Contract Documents and Site

- 3.1 It is the responsibility of each Bidder before submitting a Bid, to (a) examine the Contract Documents thoroughly; (b) visit the site to become familiar with local conditions that may affect cost, progress, performance or furnishing of the Work; (c) consider Laws and Regulations that may affect cost, progress, performance or furnishing of the Work; (d) study and carefully correlate Bidder's observations with the Contract Documents; and (e) notify the COUNTY of all conflicts, errors or discrepancies in the Contract Documents.
- 3.2 On request, in advance and after submittal of Bidder's evidence of insurance coverage meeting limits designated in the General Provisions, COUNTY will

provide each Bidder access to the site to conduct such inspections and tests as each Bidder deems necessary for submission of a Bid. Bidder must clean up and restore the site to its former condition upon completion of such explorations to the satisfaction of the COUNTY.

- 3.3 The submission of a Bid will constitute an incontrovertible representation by the Bidder that Bidder has complied with every requirement of this Section, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

4. Interpretations and Addenda

- 4.1 All questions about the meaning or intent of the Contract Documents are to be directed to COUNTY. Interpretations or clarifications considered necessary by COUNTY in response to such questions will be issued by Addenda mailed or delivered to all parties recorded as having received the Bidding Documents. Questions received less than five (5) days prior to the date for opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 4.2 COUNTY or ENGINEER may also issue addenda to modify the Bidding Documents as deemed advisable.

5. Bid Security

- 5.1 Each Bid must be accompanied by Bid Security made payable to Lawrence County in the amount of ten percent (10%) of the Bidders maximum Bid price and in the form of a Bid Bond (on form in the Project Manual), issued by a surety meeting the requirements.
- 5.2 The bid security of the successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required contract security, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Agreement, and furnish the required contract security within ten (10) days after the Notice of Award, the COUNTY may annul the Notice of Award and the Bid Security of that Bidder will be forfeited. The COUNTY may retain the bid Security of other bidders, whom it believes to have a reasonable chance of receiving the award, until the expiration of the period that bids are subject to acceptance, whereupon bid security furnished by such Bidders will be returned. Bid security with bids

which are not competitive will be returned within fourteen (14) days after the Bid opening.

6. Contract Times

The times for Substantial Completion and Final Completion are to be set forth in the Bid and will be included in the Agreement. The times will be taken into consideration by COUNTY during the evaluation of Bids, and it will be necessary for the Successful Bidder to satisfy the COUNTY of Bidder's ability to achieve Substantial Completion and Final Completion within the times designated in the Bid.

7. Substitute and "Or- Equal" Items

Substitute and "or-equal" items are subject to the requirements of the General Provisions.

8. Subcontractors, Suppliers, and Others

8.1 If the Contract Documents require the identity of certain Subcontractors, Suppliers and other persons and organizations (including those who are to furnish the principal items of material and equipment) to be submitted to COUNTY in advance of the specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within seven (7) days after the Bid opening, submit to COUNTY a list of all such Subcontractors, Suppliers and other persons and organizations proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent organization information as requested. If COUNTY or ENGINEER, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, other person or organization, COUNTY or ENGINEER may, before the Notice of Award is given, request the apparent Successful Bidder to submit an acceptable substitute without an increase in Bid price.

If apparent Successful Bidder declines to make any such substitution, COUNTY may award the contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers and other persons and organizations. The refusal to make requested substitutions will not constitute grounds for sacrificing the Bid Security of any bidder. Any Subcontractor, Supplier, other person or organization listed and to whom the COUNTY or ENGINEER does not make written objection prior to the issuance of the Notice of Award will be deemed acceptable, and subject to revocation of such acceptance after the Effective Date of the Agreement as provided in the General Provisions.

8.2 No CONTRACTOR shall be required to employ any Subcontractor, Supplier, other person or organization against whom CONTRACTOR has reasonable objection.

9. Bid Form

9.1 The Bid Form is included with the Proposal; additional copies may be obtained from the party issuing the documents as listed on the Invitation to Bid.

9.2 All blanks on the bid form must be completed in ink or by typewriter.

9.3 Bids by corporations must be executed in the corporate name by the president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.

9.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

9.5 All names must be typed or printed below the signature.

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

9.7 The Address and telephone number for communications regarding the Bid must be shown.

10. Submission of Bids

Sealed Bids shall be submitted to Lawrence County Controller's office located at 430 Court Street, New Castle, Pennsylvania 16101, **no later than 9:00 am** local time, on **Tuesday, September 26, 2017**. The Bid shall be delivered in a sealed envelope marked with "ALMIRA BUILDING ROOF REPAIR PROJECT," date of bid opening, name of Bidder and accompanied by the Bid Security and all other required documents. If the bid is sent through delivery systems other than the U.S. Postal Service or personal drop off, the sealed envelope shall be placed in a separate envelope with the notation "BID ENCLOSED" on the face of it. The bids shall also conform to the following requirements:

1. Only one bid per envelope will be accepted.
2. No bids will be accepted after the bid opening due date and time.
3. Each must be hand signed in **blue** ink by an authorized representative of the Bidder.

4. Each bid must be presented with no altered or changed (i.e. "white-out") amounts.
5. No faxed bids will be accepted.
6. Non-compliance with any item within this bidding document will result in the rejection of the bid.

11. Modification and Withdrawal of Bids

Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where bids are to be submitted at any time prior to the opening of Bids.

12. Opening of Bids

The Bids will be publicly opened and read aloud at the County Board of Commissioners regularly-scheduled Public Meeting to be held on **Tuesday, September 26, 2017, at 12:00 noon** at the Mahoning Grange Community Building located on Sky Hill Road in Mahoning Township.

13. Bids to Remain Subject to Acceptance

All Bids will remain subject to Acceptance for **90 days** after the day of the Bid opening, unless the formal award is delayed by a required approval of another agency, the sale of bonds or the award of a grant or grants, in which case the Lawrence County may hold the proposal **120 days** after the date set for the Opening. COUNTY may, with the approval of Lawrence County release any Bid and return the Bid security prior to that date.

14. Award of Contract

14.1 The COUNTY reserves the right to reject any and all bids, to waive any and all informalities and to negotiate contract terms with any Bidder, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional Bids. The COUNTY also reserves the right to reject the Bid of any bidder if it is determined not to be in the best interest of the Project, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the COUNTY. Discrepancies in the multiplication of Units of Work and Item Unit Prices will be resolved in favor of the Item Unit Prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

14.2 In evaluating Bids, the COUNTY will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, Unit Prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

14.3 The COUNTY may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the General Provisions. The COUNTY also may consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.

14.4 The COUNTY may conduct such investigations as deemed necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents within the prescribed time.

14.5 If the contract is to be awarded, it will be awarded to the Lowest Responsible Bidder, whose evaluation by the COUNTY indicates that the award will be in the best interests of the Project.

14.6 If the contract is to be awarded, the COUNTY will give the Successful Bidder a Notice of Award within the period of time that bids are subject to acceptance.

15. Contract Security

The General Instructions for Bonds and subsequent Sections of the Project Manual set forth the COUNTY's requirements as to performance, payment or other Bonds. When the Successful Bidder delivers the executed Agreement, it *must* be accompanied by the required Bonds.

16. Signing of Agreement

When the COUNTY gives a Notice of Award to the Successful Bidder, the required number of unsigned counterparts of the Contract will accompany it. Within seven days thereafter, the CONTRACTOR shall sign and deliver the required number of counterparts of the Contract with the required Bonds. Within ten (10) days thereafter, the COUNTY shall deliver one fully signed counterpart to the CONTRACTOR.

17. Sales and Use Taxes

The COUNTY is exempt from Pennsylvania State Sales and Use Tax on certain materials and equipment to be incorporated in the Work. Said taxes shall not be included in the Contract Price. Refer to General Provisions for additional information.

18. Retainage and Liquidated Damages

Provisions concerning retainage and liquidated damages, if any, are set forth in the Contract.

19. The following documents, including a copy of this checklist, must be returned to Lawrence County with **the Final Submission of BID Tuesday, September 26, 2017, by 9:00 am.**

___ Bidder Contractor's License Number (if applicable) as well as his Tax Identification Number

___ Certificate of Liability Insurance and Workmen's Compensation

___ Proposal (Section III)

___ Tabulation Form - Subcontractors and Suppliers (Section IV)

SECTION III

PROPOSAL

Daniel J. Vogler, Chairman
Lawrence County Board of Commissioners
430 Court Street
New Castle, PA 16101

Dear Chairman Vogler:

In accordance with the Invitation to Bid from the Lawrence County Board of Commissioners, inviting Proposals for the **Almira Building Roof Repair Project**,

I/we acknowledge:

1. I/we have received from Lawrence County, the Bidding for this Project.
2. I/we have carefully examined and considered both the Bidding Documents and the Project Site and submit a Proposal accordingly, and as set forth in the attached Bidding Schedule.
3. I understand that if I have chosen to utilize an alternative material, it must be reviewed by the County Engineer for approval prior to my extending a bid.
4. This proposal is valid, will remain in force, and may be held by Lawrence County for a period of ninety (90) days after the date set for the opening thereof unless the formal award is delayed by a required approval of another government agency, the sale of bonds or the award of a grant or grants, in which case Lawrence County may hold the proposal one hundred and twenty (120) days after the date set for the Opening of Bids.
5. I/we have attached the following documents to the Proposal, which documents are a condition of this Proposal:
 - (a) BID BOND AND/OR SURETY BOND: CERTIFIED CHECK OR BIDDER'S BOND TO THE ORDER OF/OR RUNNING TO THE COUNTY OF LAWRENCE IN THE AMOUNT OF \$_____ WHICH AMOUNT IS NOT LESS THAN 10% OF THE TOTAL BID.

In submitting this Proposal I/we agree:

1. If awarded the Contract, to complete the entire work specified under the Contract by the date specified in the contract.
2. To execute the Agreement and furnish the necessary bonds, to start work when notified in writing to do so and to complete the same at the prices and within the time stipulated in the contract.
3. To perform any additional work not provided for on the Bidding Form or in the Specifications and Drawings, but which may be required by the County during construction.

4. The Undersigned further agrees that if it is necessary to make changes in the work including both materials and installation by adding or omitting, the cost of such changes shall be computed in Unit Prices and these prices shall include overhead and profit.

5. This Bidder also acknowledges receipt of the following addenda:

ADDENDUM # ____ DATED _____ RECEIVED _____ (DATE)

ADDENDUM # ____ DATED _____ RECEIVED _____ (DATE)

ADDENDUM # ____ DATED _____ RECEIVED _____ (DATE)

SUBMITTED, this _____ day of _____, 2017.

NAME OF BIDDER (Print or Type)

Contact Person

Signature

ADDRESS

()
PHONE NO.

()
FAX NO.

LAWRENCE COUNTY WILL MAIL PAYMENTS TO ABOVE ADDRESS UNLESS YOU SPECIFY AN ALTERNATE BUSINESS MAILING ADDRESS BELOW:

ALTERNATE BUSINESS MAILING ADDRESS

DO NOT FAIL TO SIGN AND COMPLETE THE FOLLOWING SIGNATURE AND COMPANY PAGES. FAILURE TO DO SO WILL INVALIDATE THE PROPOSAL

COMPLETE THE FOLLOWING PAGE(S)

SIGNATURES

When Bidder is an Individual _____

When Bidder is a Partnership _____

BIDDERS NAME

Signed By _____

When Bidder is a Corporation* _____

BIDDERS NAME

ATTEST

Corporate Secretary
(Corporate Seal)

Authorized Officer of the Corporation

*The corporation is organized and existing under the laws of _____,
and has (has not) been registered to carry on business in Pennsylvania.

For the purpose of making it clear in what capacity the above is bidding, the Bidder certifies that I/we come(s) under clause (___) as listed below:

(A) Individual, under the name indicated here: _____

(B) A Partnership composed of the following persons:

(C) A Corporation organized and existing under the laws of Pennsylvania, with its Principal Offices in: _____

The full names and residences of all persons and parties in the foregoing are as follows:

NOTE: In case of a Corporation, provide name and title of all corporate officers authorized to sign Contract Documents.

Name	Title	Address	Signature
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Name	Title	Address	Signature
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Name	Title	Address	Signature
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SECTION IV

WORK SPECIFICATIONS
ALMIRA BUILDING ROOF REPAIR PROJECT

BID FORM

Project Location: 1001 E. Washington Street, New Castle, PA, 16101

Description of work: Repair roof, chimneys and stacks, as necessary; replace all underlayment and slate; repair roof supports.

<i>SCHEDULE OF PRICES</i>			
<u>Item Description</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
1. Remove all existing shingles down to bare wood sheathing; nail down loose boards using #8 common nails; replace rotten boards with '1x by' or ¾ inch plywood (no OSB)			
2. Apply ice water guard to first 3 feet of roof edge and in full length of all valleys			
3. Install #15 felt w/staples or synthetic underlayment w/button caps			
4. Install aluminum drip-edge on all roof edges; ¾ inch overhang			
5. Install lifetime warranted dimensional shingles (green) with 1/14 galvanized roofing nails			
6. Install new step flashing at side dormer walls and chimneys and new pipe flashings (boots)			
7. Counter-flash all chimneys and stacks with aluminum coil stock on bent brake			
8. Counter-flash dormer side wall w/step flashing and shingles double-nailed			
9. Cut 1" slot for ridge vent on each side and install shingle over ridge vent caps, 3 tabs to match			
10. Re-point chimneys and small stacks			
11. Scrape-out all loose mortar joints; wet joints, apply mortar mix and strike smooth			
12. Brush off excess mortar and wipe-down with soap solution			
13. Clean up and dispose of all debris			
<i>TOTAL AMOUNT OF BID</i>			