SECTION 00210 - SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

ARCHITECT
Stantec Consulting Services Inc.
1500 Spring Garden Street, Suite 1100
Philadelphia, PA 19130

OWNER
Community College of Philadelphia
1700 Spring Garden Street
Philadelphia, PA 19130-3991

CONSTRUCTION MANAGER
Reynolds Construction, Inc.
1265 Drummers Lane, Suite 104
Wayne, PA 19087
Phone (610) 688-6010

To be considered, Bids must be made in accordance with these Instructions to Bidders.

1. DOCUMENTS:

   A. Bona fide Prime Bidders may purchase a complete set of **non-refundable** Drawings and Project Manual directly from the printer. The approximate cost of a complete set of documents is $60 plus shipping cost. Arrangements should be made directly with ARC - Global Document Management.

   B. Drawings can also be downloaded at no cost from Reynolds' web site at https://www.ebidexchange.com/reynoldscm. Prior registration is required.

2. EXAMINATION:

   A. Bidders shall **carefully examine** the Documents and the construction Site to obtain first-hand knowledge of existing condition and limitations. **FAILURE TO VISIT THE SITE WILL NOT RELIEVE THE CONTRACTOR OF RESPONSIBILITY FOR SAME,** nor will extra payment requests be considered for conditions which could have been determined by examination of the Site and Documents.

3. QUESTIONS:

   A. Questions should be directed to the Community College of Philadelphia Purchasing Department, Attn: William Vogel, Purchasing Administrator at 215-751-8903 or by email at wvogel@ccp.edu. Replies will be issued to all Prime Bidders of record as Addenda to the Drawings and Specifications and will become part of the Contract. If any item of Work is shown on the Drawings and not specified, or mentioned in the Specifications and not shown on the Drawings, the matter should be brought to the attention of the Architect during bidding so an addendum can be issued correcting the omission. If such correction is not made, the Work in question shall be considered to be required as if it has been specified and shown on the Drawings. The Owner, Architect and Construction Manager

WILL NOT BE RESPONSIBLE FOR ORAL CLARIFICATION. Questions received less then five (5) working days before the bid opening cannot be answered.

4. PRE-BID SUBSTITUTIONS:

A. Bids shall be based on the products or manufacturers specified. This is not intended to eliminate competition from other manufacturers other than those specified. No substitutions will be permitted during the bid process. Substitutions will be entertained post award of contracts, and only if the substituted product offers an advantage to the owner in terms of cost, quality or schedule. The Architect will be the sole judge in determining the equivalency of the product offered when compared to the specified product.

5. BASIS OF BID:

A. The bidder must include any Alternates and Unit Cost items as may be shown on the BID FORM, failure to comply may be cause for rejection of Bid.

B. No combination of Bids or assignments will be considered unless so noted in the bidding documents.

C. Failure to acknowledge any addendum or any other item listed on the BID FORM may be cause for rejection of the bid.

6. PREPARATION OF BIDS:

A. Bids shall be made on unaltered BID FORMS. Fill in all blank spaces and submit (1) one original and (1) one copy.

B. The following attachments must be completed and included with the bid form.

1. Contractor Integrity Statement
2. Non Collusion Affidavit of Contractor
3. Statement of Affirmative Action Compliance
4. Non Discrimination Clause
5. Contractor Qualification Statement
6. Bid Bond or Bid Security

C. Bids shall be signed in ink with name typed below signature. Where Bidder is a corporation, Bids must be signed with the legal name of the corporation followed by the name of the State of incorporation and the legal signature of an officer authorized to bind the corporation to a contract. ALL UNSIGNED BIDS SHALL BE REJECTED.

7. BID SECURITY:

A. Bid Security shall be made payable to the Owner, in the amount of 5 percent (5%) of the Base Bid sum. Security shall be either a CERTIFIED CHECK, BANK CASHIERS CHECK or AIA A310 BID BOND issued by the Surety licensed to

conduct business in the state in which the Project is being constructed. The Owner reserves the right to approve the sufficiency of the required bid security.

B. The successful bidder's Security will be retained until it has signed the Contract and furnished the required PAYMENT and PERFORMANCE BONDS. The Owner reserves the right to retain the Security of the next three (3) lowest bidders until the lowest Bidder enters into a Contract or until sixty (60) days after bid opening, whichever is the shorter. All other Bid Security will be returned as soon as practical. If any Bidder refuses to enter into a Contract, the Owner will retain its Bid Security as liquidated damages, but not as a penalty.

C. The Bid Security is to be submitted and attached to the BID FORM at the time of submission of Bids.

8. PERFORMANCE BOND AND PAYMENT BOND:

A. Furnish and pay for Bonds covering faithful performance of the Contract and payment of all obligations arising there under. Furnish Bonds in the amount of 100% of Bid sum and in such form as the Owner may prescribe and with Surety Company acceptable to the Owner. The bond cost must be included in the bid amount.

B. The Contractor shall deliver said Bonds to the Owner not later than ten (10) days after issuance of the Intention to Award or Notice to Proceed and prior to executing the Agreement. Failure or neglecting to deliver said Bonds, as specified, shall be considered as having abandoned the Contract and the Bid Security will be retained as liquidated damages.

C. Surety Companies issuing performance and payment bonds must be listed on circular 570.

9. NO-LIEN:

A. This is property of a public Owner and, as such, may not be liened. For the protection of sub-contractors and the contractor's suppliers, a payment bond will be required.

10. SUBMITTAL:

A. Submit Bid in an opaque, sealed envelope and addressed to:

William Vogel – Purchasing Administrator, M1-4 Mail Slot
Community College of Philadelphia
1700 Spring Garden Street
Philadelphia, PA 19130-3991

Contractors should use the orange label that will be provided to all bidders in attendance at the prebid meetings.

and shall be marked:

Bid for 17th Street Plaza and Streetscape Improvements

Prime Contract No._____

Prime Contract Name_____

B. Submit Bids in accordance with the INVITATION TO BID.

11. MODIFICATION AND WITHDRAWAL:

A. Bids may not be modified after submittal. Bidders may withdraw Bids at any time up to the scheduled time for opening of bids.

B. No bid may be withdrawn or modified after the bid opening except where the award of Contract has been delayed for sixty (60) days or as provided by law.

12. DISQUALIFICATION AND REJECTION OF BIDS:

A. The Owner reserves the right to disqualify Bids, before or after opening, upon evidence of collusion with intent to defraud or other illegal practices upon the part of the Bidder.

B. The Owner has the right to reject bids, which are not responsive, and to not award to any bidder which is deemed to be not responsible.

13. OPENING BIDS:

A. Bids will be publicly opened and read aloud as announced in the INVITATION TO BID.

14. AWARD:

A. The Contract will be awarded on the basis of the lowest responsive base bid, including full consideration of any Alternates and Unit Prices, as may appear on the Bid Form.

15. EXECUTION OF CONTRACT:

A. The Owner reserves the right to accept any Bid, and to reject any or all Bids.

B. Each Bidder shall be prepared, if so requested by the Owner, to present evidence of his experience, qualifications, and financial ability to carry out the terms of the Contract.

C. Notwithstanding any delay in the preparation and execution of the formal Contract Agreement, the Contractor shall be prepared and agrees to commence work within five (5) days after notice to proceed is given, or on date stipulated in such order.

D. The accepted Contractor shall assist and cooperate with the Owner in preparing the formal Contract Agreement, and within five (5) days following its presentation shall execute same and return it to the Owner.

16. TIME OF COMPLETION:

A. The Contractor shall begin the Work on the date of commencement as defined in subparagraph 8.1.2 of the General Conditions and carry the Work forward expeditiously to achieve Substantial Completion on or before the date, or time stipulated in the BID MILESTONE SECTION.

B. The Contractor understands and agrees that TIME IS OF THE ESSENCE and that all schedule dates are minimum performance dates. Notwithstanding anything to the contrary contained in the Contract Documents, should the progress of the Project be ahead of scheduled dates, the Contractor agrees to coordinate and complete its Work in accordance with the actual Project progress and the actual pace of the Project without additional compensation. In said case, contractor waives any right to claim that it has been accelerated.

C. Should the Contractor fail to complete the work in accordance with the Contract Documents at each key mile stone phase substantial completion date, the Contractor shall be liable for the sum of $**250 daily**, assessable as liquidated damages and not as a penalty to the Owner.

D. This schedule of completion of the Work shall be considered of the essence of the Contract, and for the cost of extra inspections, salaries of contingent forces, and other expenses incurred by the Owner resulting from the Contractor's delay in completing the work of the Contract within the Contract Time, the Owner shall be entitled to liquidated damages, and not a penalty, for each calendar day that the Work is not substantially complete, subject to adjustments of the Contract Time as provided in the General Conditions. Liquidated damages are necessary, in that it is impossible to precisely calculate the monetary loss to the Owner as the result of any delay in implementation.

E. Should the Contractor fail to complete the Punch List after 90 calendar days from the date of substantial completion of the project, the Contractor shall be liable for the sum of **$500 daily**, assessable as liquidated damages and not as a penalty to the Owner.

F. Should the Contractor fail to provide the close out documents after 90 calendar days from the date of substantial completion of the project, the Contractor shall be liable for the sum of **$250 daily**, assessable as liquidated damages and not as a penalty to the Owner.

17. GOVERNING LAWS AND REGULATIONS:

A. The Bidder's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances and codes, and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the

Contract throughout, and the following paragraphs B through M are deemed to be included in the Contract the same as though herein written in full.

B. FEDERAL OCCUPATIONAL SAFETY & HEALTH ACT OF 1970 (O.S.H.A.):

The Contractor is required to promptly perform all reporting and recording as required by said Act.

C. PENNSYLVANIA ACT 287 - UTILITIES PROTECTION:

The Contractor will be responsible for complying with Pennsylvania Act 287of 1974, as amended, commonly known as the "CALL BEFORE YOU DIG ACT". Excavation or digging Contractors may learn the utilities and authority Owners by calling 1-800-242-1776 statewide prior to work. One call locates utility lines and the utilities are notified.

D. COMPLIANCE WITH HUMAN RELATIONS ACT:

The provisions of the Pennsylvania Human Relations Act, Act 222 of October 27, 1955 (P.L. 744) (43 P.S. Section 951, Et. Seq.) of the Commonwealth of Pennsylvania prohibit discrimination because of race, color, religious creed, ancestry, age, sex, national origin, handicap or disability, by employers, employment agencies, labor organizations, contractors, and others. The Contractor agrees to comply with the provisions of this Act as amended and said Act is made part of the Contract Documents. Your attention is directed to the language of the Commonwealth's non-discrimination clause in 16 PA. Code 49.101.

E. PENNSYLVANIA PREVAILING WAGE ACT 442:

1. The general prevailing minimum wage rates including contributions for employees benefits as shall have been determined by the Secretary of the Department of Labor and Industry which must be paid to the workmen employed in the performance of the Contract.

   The Contract shall specifically provide that the Contractor shall pay no less than the wage rates as determined in the decision of the Secretary of Labor and Industry and shall comply with the conditions of the Pennsylvania Prevailing Wage Act approved August 15, 1961 (Act No. 442), as amended August 9, 1963 (Act No. 342), and the Regulations issued pursuant thereto, to assure the full and proper payment of said rates.

2. The contract shall contain the stipulation that such workmen shall be paid no less than such general prevailing minimum wage rates and such other provisions to assure payment thereof, as heretofore set forth in this Section.

3. The contract provisions shall apply to all work performed on the contract by the contractor and to all work performed on the contract by all subcontractors.

4. The contractor shall insert in each of his sub-contracts all of the stipulations contained in these required provisions and such other stipulations as may be required.

5. The Contract shall provide that no workmen may be employed on the public work except in accordance with the classifications set forth in the decision of the Secretary. In the event that additional or different classifications are necessary the procedure set forth in Section 7 of these Regulations shall be followed.

6. The Contract shall provide that all workmen employed or working on the public work shall be paid unconditionally, regardless of whether any contractual relationship exists or the nature of any contractual relationship which may be alleged to exist between any contractor, subcontractor and workmen, not less than once a week without deduction or rebate, on any account, either directly or indirectly, except authorized deductions, the full amounts due at the time of payment, computed at the rates applicable to the time worked in the appropriate classification. Nothing in the contract, the Act, or these Regulations shall prohibit the payment of more than the general prevailing minimum wage rates as determined by the Secretary to any workman on public work.

7. The Contract shall provide that the Contractor and each subcontractor shall post for the entire period of construction the wage determination decisions of the Secretary, including the effective date of any changes thereof, in a prominent and easily accessible place or places at the site of the work and at such place or places used by them to pay workmen their wages. The posted notice of wage rates must contain the following information:

   a. Name of project.
   b. Name of public body of which it is being constructed.
   c. The crafts and classifications of workmen listed in the Secretary's general prevailing minimum wage rate determination for the particular project.
   d. The general prevailing minimum wage rates determined for each craft and classification and the effective date of any changes.
   e. A statement advising workmen that if they have been paid less than the general prevailing minimum wage rate for their job classification or that the contractor and/or subcontractor are not complying with the Act or these Regulations in any manner whatsoever they may file a protest in writing with the Secretary of Labor and Industry within three (3) months of the date of the occurrence, objecting to the payment to any contractor to the extent of the amount or amounts due or to become due to them as wages for work performed on the public work project. Any workmen paid less than the rate specified in the contract shall have a civil right of action for the difference between the wage paid and the wages stipulated in the contract, which right of action must be exercised within six (6) months from the occurrence of the event creating such right.

8. The Contract shall provide that the Contractor and all subcontractors shall keep an accurate record showing the name, craft and/or classification, number of hours worked per day, and the actual hourly rate of wage paid (including employee benefits) to each workman employed by him in connection with the public work and such record must include any deductions from each workman. The record shall be preserved for two years from the date of payment and shall be open at all reasonable hours to the inspection of the public body awarding the contract and to the Secretary or his duly authorized representatives.

9. The Contract shall provide that apprentices shall be limited to such numbers as shall be in accordance with a bona fide apprenticeship program registered with and approved by the Pennsylvania Apprenticeship and Training Council and only apprentices whose training and employment are in full compliance with the provisions of the Apprenticeship and Training Act approved July 14, 1961 (Act No. 304) and the Rules and Regulations issued pursuant thereto shall be employed on the public work project. Any workman using the tools of a craft who does not qualify as an apprentice within the provisions of this subsection shall be paid the rate predetermined for journeymen in that particular craft and/or classification.

10. Wages shall be paid without any deductions except authorized deductions. Employers not parties to a contract requiring contributions for employee benefits which the Secretary has determined to be included in the general prevailing minimum wage rate shall pay the monetary equivalent thereof directly to the workman.

11. Payment of compensation to workmen for work performed on public work on a lump sum basis, or a piece work system, or a price certain for the completion of a certain amount of work, or the production of a certain result shall be deemed a violation of the Act and these Regulations, regardless of the average hourly earnings resulting therefrom.

12. The contract shall also provide that each contractor and each subcontractor shall file a statement each week and a final statement at the conclusion of the work on the contract with the contracting agency, under oath, and in form satisfactory to the Secretary, certifying that all workmen have been paid wages in strict conformity with the provisions of the contract as prescribed by this Section 3 of these Regulations, or if any wages remain unpaid to set forth the amount of wages due and owing to each workman respectively.

13. The provisions of the Act and these Regulations shall be incorporated by reference in the contract.

F. <u>DISCRIMINATION PROHIBITED AND COMPLIANCE WITH ADA:</u>

Contractor, at its own expense, shall conform to the nondiscrimination policies and plans required by the Contact Documents, the laws of the Commonwealth of Pennsylvania and all other laws applicable to the Project and attached CCP Equal Opportunity Plan.

1. In the hiring of employees for the performance of Work under this Agreement, neither the Contractor nor any person or entity acting on behalf of or under contract to the Contractor, shall, by reason of race, religion, color, sex, national origin or ancestry, disability, citizenship or any other status protected under the laws of the Commonwealth of Pennsylvania or County of Philadelphia discriminate against any citizen who is qualified and available to perform Work which the employment relates.

2. Neither Contractor nor any person or entity acting on behalf of or under Contractor shall discriminate, in any manner, against or intimidate any employee hired for the performance of Work on account of race, religion, color, sex, national origin or ancestry or any other status protected under the laws of the Commonwealth of Pennsylvania or County of Philadelphia.

3. Unless exempted by law, Contractor shall include the requirements of this section in every subcontract or purchase order so that it will be binding upon each subcontractor or supplier of the Contractor.

4. In the event the Contractor believes it necessary to modify its sequence of Work, the work environment or means and methods to comply with the applicable requirements of the Americans with Disabilities Act (ADA), Contractor shall notify the Construction Manager in writing of the proposed modification. The Construction Manger shall have a reasonable period of time to review the request and may seek advice and consent from the Owner and Architect before responding in writing to Contractor. All costs of the proposed modifications shall be borne by Contractor, including impact costs to other Contractors or other parts of the Project, including any claims arising there-from. Contractor shall implement no modification until he receives written consent from the Construction Manager. Nothing herein shall be construed to make the Owner, Construction Manager or Contractor responsible for conformance of the Architect's design to ADA requirements.

5. If Contractor, its employees, subcontractors, suppliers or any other person or entity responsible to Contractor fails to comply with any applicable law or requirement of this Agreement or the Contract Documents, upon written notice from the Construction Manager, Contractor shall commence to cure such non-compliance within twenty-four (24) hours and shall achieve compliance within seventy-two (72) hours of receipt of written notice. Any failure of Contractor to do so after written notice to comply shall constitute a breach of contract and the Owner, in addition to its other rights in the event of a breach, shall have the right to terminate Contractor's right to perform the Work.

6. This Contract may be cancelled or terminated by Community College of Philadelphia and all money due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this portion of the contract.

G. COMPLIANCE WITH STEEL PRODUCTS PROCUREMENT ACT:

PROVISION FOR THE USE OF STEEL AND STEEL PRODUCTS MADE IN THE U.S. In accordance with Act 3 of the 1978 General Assembly of the Commonwealth of Pennsylvania, as amended, 73 P.S. Sections 1881-1887, if any steel or steel products are to be used or supplied in the performance of the contract, only those produced in the United States as defined therein shall be used or supplied in the performance of the contract or any subcontracts there under.

In accordance with Act 161 of 1982, as amended, cast iron products shall also be included and produced in the United States. Act 141 of 1984, as amended, further defines "steel products" to include machinery and equipment. The act also provides clarifications and penalties.

Contractors and subcontractors shall also comply with 71 P.S. Section 773.110 dealing with aluminum or steel products made in a foreign country which has been determined to discriminate.

H. STANDARD OF QUALITY:

The various materials and products specified in the specifications by name or description are given to establish a standard of quality and of cost. It is not the intention to limit the bidder, the bid or evaluation of the bid to any one material or product specified but rather to describe the minimum standard except where the specifications specifically indicates No Substitutions. When proprietary names are used, they will typically be followed by the words “or alternatives of the quality necessary to meet the specifications”. A bid containing an alternative, which does not meet the specifications, may be declared non-responsive. A bid containing an alternative may be accepted, but if an award is made to that bidder the bidder will be required to replace any alternatives which do not meet the specifications at no additional cost.

I. RIGHT TO KNOW ACT:

Contractor shall comply with all terms and conditions of the Pennsylvania Right to Know Act, Act No, 159 of 1984, 35 P.S. Paragraph 7301 et. Seq., and its implementing regulations.

J. COMPETENT WORKMEN:

As required by 24 P.S. Section 7-752, no person shall be employed to do work under this Contract except competent and first-class workmen, and mechanics, meaning those who are duly skilled in their respective branches of labor and who shall be paid not less than such rates of wages and for such hours’ work as shall be the established and current rates of wages paid for such hours by employers of organized labor in doing similar work in the county where the work is being done.

L. SLAVERY ERA BUSINESS / CORPORATE INSURANCE DISCLOSURE

Each Contractor with whom an Agency of the City of Philadelphia enters into a contract, whether subject to competitive bid or not, shall, immediately following the execution of the contract, complete an affidavit verifying that the contractor has searched any and all records of the company or any predecessor company regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era. The names of any slaves or slaveholders described in those records must be disclosed in the affidavit. An affidavit is attached with-in these specifications.

M. PROHIBITED CONTRACTS FOR CITY OF PHILADELPHIA BIDS

Each City bid and contract must contain a clause stating that the Business Entity does not retain any investments, licenses, franchises, management agreements, or operations in Northern Ireland nor that any products being delivered pursuant to the contract, originate in Northern Ireland, unless the Business Entity has implemented the fair employment principles embodied in the MacBride Principles.

END OF SECTION