

M E M O R A N D U M

March 13, 2019

TO: All Qualified Contractors

FROM: Nicole Davis  
Redevelopment Authority of the City of York

RE: Repairs to Side Wall of 314 South George Street, York, PA.

There will be a **mandatory pre-bid meeting** at the above job for all qualified contractors to check job and to go over specifications.

**Time of meeting will be Wednesday March 20, 2019 at 10:00**

Please pay strict attention to revisions of General Conditions for Site Clearance, Bonding Requirements, and Division One and Two Site Work specifications included herein.

**Sealed bids will be due by April 3, 2019 @ 4:00 p.m. EST.**

All bids shall be submitted in a **sealed** envelope, **clearly** labeled as containing a bid as well as the property owner's name and the address of the subject property. Bids shall be submitted in person or by mail as follows and must be received before the date and time of bid opening.

Location of Office

Redevelopment Authority of the City of York  
101 South George Street 2<sup>nd</sup> Floor  
PO Box 509  
York, PA 17405  
717-849-2264

April 3, 2019 at 4:00 P.M.  
Date Bid Due

PROPOSAL for Repairs of the following property per specifications dated

\_\_\_\_\_ Redevelopment Authority of the City of York \_\_\_\_\_

\_\_\_\_\_ Side wall of 314 South George Street \_\_\_\_\_

\_\_\_\_\_ York, PA 17401 \_\_\_\_\_

Bid submitted by (print company name) \_\_\_\_\_

Representative signature \_\_\_\_\_

Title of representative \_\_\_\_\_ Date submitted \_\_\_\_\_

**TOTAL BASE BID** \$ \_\_\_\_\_

\_\_\_\_\_ and /100 Dollars

**Alternate bids shall be submitted separate from Base Bid.**

Alternate Bid #1 \_\_\_\_\_

Alternate Bid #2 \_\_\_\_\_

Alternate Bid #3 \_\_\_\_\_

Department of Environmental Protection; Solid Waste Management Regulations

**Designated Landfill, Name/#** \_\_\_\_\_

**Disposal site Location, Name/#** \_\_\_\_\_

**Hauling contractor, Name/#** \_\_\_\_\_

The Redevelopment Authority of the City of York reserves the right to accept or reject any or all bids submitted or to waive any irregularity in the bid documents. The Redevelopment Authority may award contracts to any bidder including the base bid amount and any individual or aggregate amount of all alternate bids received.

**Contractors must honor bid quotation price for a minimum period of 60 days from the date of the bid opening, for the purpose of reviewing the bids and investigating the qualifications of the bidder prior to awarding of the contract by the Redevelopment Authority of the City of York.**

Redevelopment Authority of  
the City of York  
Side wall of 314 South George Street  
York, PA 17401

**Bids due: April 3, 2019 at 4:00 PM**

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**CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL REQUIRED PERMITS, AS WELL AS NOTIFICATIONS TO AND INSPECTIONS OF REGULATING AGENCIES.**

The Redevelopment Authority of the City of York reserves the right, which is understood and agreed to by all bidders, to accept or reject any or all bids and to waive any irregularities.

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March 13, 2019

## **BONDING REQUIREMENTS**

Contractor to supply one of the following financial assurances at the time of submission of bid. The financial assurance shall be submitted enclosed with the bid and shall be considered a necessary bid document. Failure to provide the financial assurance with the bid will render the bid null and void.

1. **BID BOND**: Secure and post a bid bond in the amount of 10% of the contract base bid. The bid bond shall be on a form acceptable to the City of York, and the company issuing the bond shall appear on the U.S. Treasury list of approved sureties. The bid bond shall be made out to both the client and the City of York as co-beneficiaries.

**OR**

2. **Certified check**: Submit a certified check in the amount of 10% of the contract base bid, made payable to both the client and the City of York.

Contractor awarded the bid shall submit one of the following performance assurances at time of contract execution. Contract will not be executed without performance surety. **Failure to provide performance assurances and execute contract within twenty days of notification of contract award shall result in forfeiture of funds submitted as financial assurance.**

1. **Performance Bond**: Contractor shall secure and post performance and labor and material payment bonds, each in the amount of 100% of the contract price. The surety company issuing these bonds shall appear on the U.S. Treasury of approved sureties. Bonds are to be effective for term of construction, and one calendar year beyond date of final payment. Both the performance bond, and the labor and material bond shall be issued to the client and the City of York as co-beneficiaries.

**OR**

2. **Irrevocable letter of credit**: Contractor may submit an irrevocable letter of credit from a local lending institution made payable to both the client and the City of York in the amount of 100% of the contract price. The letter shall be valid for term of construction and one calendar year beyond date of final payment.

**NO OTHER FINANCIAL OR PERFORMANCE ASSURANCES WILL BE ACCEPTED.**

**A. INSURANCE - CONTRACTOR'S REQUIRED INSURANCE COVERAGE TO BE PROVIDED**

The limits of liability insurance required for this job by the contractor. Contractor to provide the following coverage's for not less than the following amounts or greater where required by Laws and Regulations:

1. Amounts of Worker's Compensation, etc.:
  - a. State: Statutory
  - b. Applicable Federal Statutory
  - c. Employer's Liability:

Each Accident	\$ 100,000
Disease - Aggregate Policy Limit	\$ 500,000
Disease - Each Employee	\$ 100,000

**NOTE: The Contractor shall carry or require that there be carried Workmen's Compensation insurance for all employees and those of the subcontractors engaged in work at the site, in accordance with State and Territorial Workmen's Compensation Laws. Certificates of insurance and Workmen's Compensation insurance must be furnished to the City of York before work can be started on job.**

2. Amounts of Contractor's General Liability Insurance, which shall also include premises and operations, completed operations, product liability, and contractual liability coverages:
  - a. General Aggregate  
(Except Products - Completed Operations) \$1,000,000
  - b. Products - Completed Operations Aggregate \$1,000,000
  - c. Personal and Advertising Injury  
(Per Person/Organization) \$1,000,000
  - d. Each Occurrence  
(Bodily Injury and Property Damage) \$1,000,000
  - e. Property Damage liability insurance will provide Explosion, Collapse and Underground (XCU) coverages in the amount of \$1,000,000.

3. Automobile Liability (owned, hired and non-owned):

a. Bodily Injury:

\$1,000,000	Each Person
\$1,000,000	Each Accident

b. Property Damage:

\$1,000,000	Each Accident
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or

Combined Single Limit (Bodily Injury and Property Damage):

\$1,000,000	Each Accident
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4. Additional Insured:

The following persons or entities shall be included as additional insured on all liability policies, except Worker's Compensation and Employer's Liability coverages:

Owner

Redevelopment Authority of the  
City of York, Pennsylvania  
101 South George Street, PO Box 509  
York, PA 17405

5. Valid certificates of insurance for the above identifying the specific project must be submitted to Department of Community Development before any site work may commence.

**B. BID BOND**

Bonding is required on this job. See bonding requirements.

**C. LIQUIDATED DAMAGES**

Since it is impossible to assess accurately the damage which may be caused by delay by the contractor in completing the work required by the contractor; and since actual damages may be great owing to obligations undertaken by the Agency with respect to the Project Area; the parties have agreed upon the sum of **\$100.00 per day** as liquidated damages for which the contractor and his sureties shall be liable to be paid by the contractor to the Local Public Agency for each calendar day beyond the date stipulated for completion.

The Local Public Agency may accept any part of the Demolition Area if the work of demolition thereon has been satisfactorily completed and the surface of the ground brought to the conditions set forth in the Technical specifications. The contractor shall promptly release such areas upon the request of the Local Public Agency, as needed to proceed with further project development.

## **DIVISION ONE: GENERAL CONDITIONS FOR SITE CLEARANCE**

### **A. REMOVAL OF DEBRIS, CLEANING, ETC.**

1. All rubbish and debris found on the vacant lot (312 S. George St.) at the start of the work as well as that resulting from the construction on the site by others during the duration of the contract shall be removed and legally disposed of by the contractor, who shall keep the Project Area and public-rights-of-way reasonably clear at all times.
2. Upon completion of the work, the contractor shall remove all temporary construction, equipment, salvaged materials, trash and debris of all kinds, leaving the entire Project Area in a neat condition.

### **B. DAVIS-BACON WAGE RATE REQUIREMENTS**

Davis-Bacon does not apply unless we specifically state otherwise for a particular case.

### **C. TIME**

1. Contractor shall begin work within (15) calendar days after being notified by the City of York to proceed with the work.
2. All work shall be fully completed within thirty (30) calendar days from the date the successful Contractor has been notified by the city to proceed with the work, for each of the properties awarded. Any workdays lost by the contractor because of inclement weather, or for any other reason beyond his control may be additional to this completion deadline.
3. A request for an extension of time must be submitted in writing to the RDA and approved by owner BEFORE any then current completion date stated on the proceed order or subsequent change orders and extension requested.

### **D. RELATED CONDITIONS**

1. Documents affecting the contractor for this work include, but are not necessarily limited to, The City of York, Bureau of Housing Services, and General Conditions of Contract, supplementary Contract Conditions, Performance Specifications and Sections in Division 2 of the subject site specifications.
2. The Contractor is responsible to assure that all work performed is in compliance with current building codes, local ordinances, and all government regulations applicable to the work.

**E. QUALITY ASSURANCE**

1. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of these Specifications.
2. Provide all of the necessary tools and equipment of sufficient capacity to expedite timely and satisfactory completion of the work.
3. Craftsmen and operators may be requested to document experience or certification in the work being performed.
4. Work may be stopped if any portion of the work is found to be in disagreement with specifications, non-compliant with building codes, or in violation of state regulations and/or local ordinances. The contractor will be responsible for all costs associated with such work stoppage.



## DIVISION TWO: SITE WORK SPECIFIC

### A. GENERAL

1. The General Conditions, Division One General Requirements, and applicable sections of the Performance Specifications shall apply to this section of the specifications.
2. The contractor shall furnish all labor, materials, and equipment necessary to perform the following specified work in accordance with manufacturer's specifications and City Codes.
3. Contractor shall install Dryvit system on the wall of 314 S. George St. **per the drawings attached.**
4. Before installing the Dryvit system, contractor shall remove all existing loose debris, lathe and plaster, or any other deleterious material that would otherwise compromise the installation of the EIFS system.
5. The parapet should be capped and flashed per the attached details.
6. Rigid insulation shall be of a thickness to achieve R19.
7. The existing roofing membrane of 314 South George Street should be flashed and/or repaired as necessary.
8. The existing roofing membrane of 314 South George Street should be tied into the parapet cap flashing details to form a complete EIFS system
9. The final parging coat of the EIFS system shall be red color approved by HARB. The contractor shall develop a small test panel to illustrate the color for final HARB approval.
10. At front of building, wrap EIFS system and repair fascia as necessary.

## APPENDIX A: FORMS

## **NON-COLLUSION AFFIDAVIT**

### **INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT**

1. This Non-Collusion Affidavit is material to any contract pursuant to this bid. According to the Pennsylvania Antirigging Act, 73 P.S. 1611 et seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.
2. This Non-Collusion Affidavit must be executed by the member officer, or employee of the bidder who is authorized to legally bind the bidder.
3. Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of the bid.
4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.
5. The term "complementary bid" as used in the Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid, and any form of bid submitted for the purpose of giving a false appearance of competition.
6. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid.

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes and says that:

(1) He/She is \_\_\_\_\_  
(Owner, Partner, Officer, Representative or Agent)

of \_\_\_\_\_, the Bidder that has submitted the attached Bid or Bids;

(2) He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers; partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication of conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overheld profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of York or any person interested in the proposed Contract;

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant; and,

(6) Neither the said Bidder nor any of its officers, partners, owners, agents or parties in interest, have any interest, present or prospective, that can be reasonably construed to result in a conflict of interest between them and the City of York, which the Bidder will be required to perform.

I state that \_\_\_\_\_ understands  
(Name of Firm)

and acknowledges that the above representations are material and important, and will be relied on by the City of York in awarding the Contract(s) for which this Bid is submitted. I understand and my firm understands that any misstatement in this Affidavit is and shall be treated as fraudulent concealment from the City of York of the true facts relating to the submission of bids for this Contract.

\_\_\_\_\_  
(Name and Company Position)

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS \_\_\_\_\_ DAY  
OF \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires:

