

BID SPECIFICATIONS PACKET

“Fencing Project at the 911/EMA Center”



COUNTY OF VENANGO

Courthouse Annex
1174 Elk Street
Franklin, PA 16323

Phone: 814/432-9508
Fax: 814/432-4741

BOARD OF VENANGO COUNTY COMMISSIONERS

Timothy S. Brooks, Chair
Janet D. Beichner
Vincent L. Witherup

Issued: August 17, 2011
Bid Opening Date: September 1, 2011

BACKGROUND

The County of Venango is soliciting proposals from contractors to remove and replace fencing at the 911/Emergency Services Center located at 1052 Grandview Road in Oil City, PA.

SCOPE OF WORK

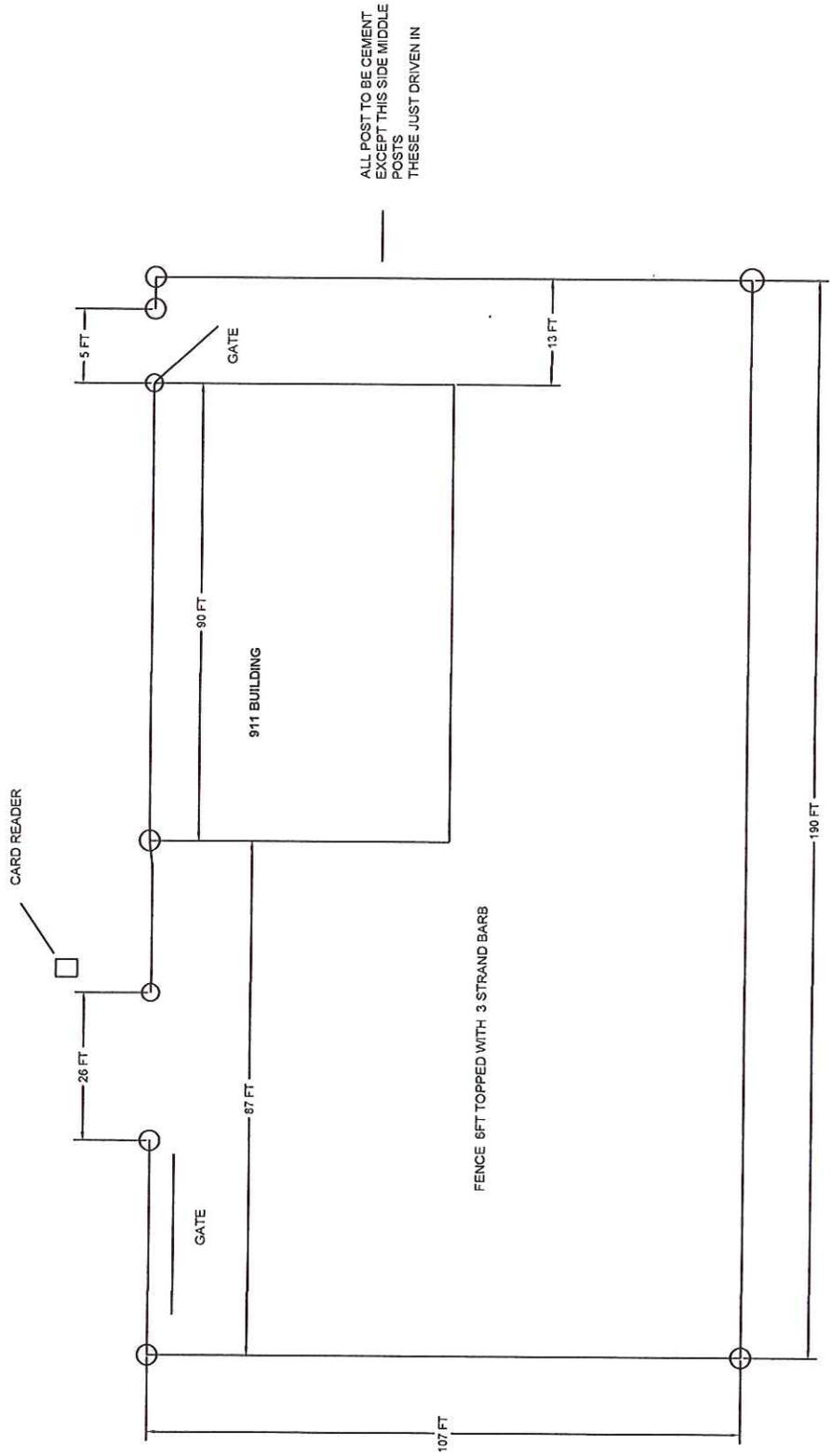
The County will remove the old fencing and trees in the specified area. The contractor will supply all of the labor and material to perform the following:

1. Install approximately 473 feet of 6 foot high fencing topped with 3-strand barbed wire, sloped outward.
2. Install 5 foot swinging gate and approximately 26 feet rolling gate equipped with the ability to be controlled electronically. The electronic control and a card reader should be included as an option to the bid.
3. All posts to be cemented in except where noted in the attached drawing.
4. Clean area and landscape accordingly upon complete of work.
5. Include as an option in the bid, privacy slats – which will be installed by the County.

CONTRACTOR MUST GUARANTEE THAT WORK ON THE PROJECT WILL BE COMPLETED BY NOVEMBER 1, 2011.

GENERAL CONDITIONS

- A. No verbal instructions or verbal information to perspective bidders will be binding on the County. The written specifications will be considered clear and complete unless written attention is called to any apparent discrepancies or incompleteness before the opening of the bids. Should any alterations to the specifications be made, written addenda will be mailed and/or faxed to all bidders. These addenda shall then be considered to be part of these specifications.
- B. Submission of a proposal will be considered as conclusive evidence of the bidder's complete examination and understanding of the specifications.
- C. The County reserves the right to reject any or all proposals; the right to request additional information from any vendor; the right in their sole discretion, to accept the proposal considered most favorable; and the right to waive minor irregularities in the procedures or bids if it is deemed in the best interest of the County of Venango.
- D. The award will be made to that responsive and responsible bidder whose bid, conforming to specifications, will be most advantageous to the County, price and other factors considered, such as quality of service. The award may or may not be made to the firm with the lowest cost.



- E. The County shall have the right, without invalidating the contract, to make additions to or deductions from the items or work covered by the specifications. In case such deductions or additions are made, an equitable price adjustment shall be made between the County and the Vendor. Any such adjustments in price shall be made in writing.
- F. The bidder will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin or handicap. The bidder will take affirmative action to ensure that applicants are employed without regard to race, color, religion, sex, age, handicap, or national origin. Bidders will take steps to insure employees are treated during employment without regard to race, color, religion, sex, age, handicap or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Indemnification

The vendor shall assume the defense of and indemnify and hold harmless the County, their officers, agents and employees from and against all claims, demands, actions, suits and proceeding by others and against all liability, both negligent and non-negligent, arising directly or indirectly out of the actions of the vendor in their performance of this contract.

Insurance

The successful vendor shall procure, maintain, and provide proof of, insurance coverage for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the County by the vendor, his agents, representatives, employees or subcontractors. Proof of coverage as contained herein shall be submitted fifteen (15) days prior to the commencement of work, and such coverage shall be maintained by the vendor for the duration of the contract period; for occurrence policies. Claims made policies shall be in force or that coverage purchased for three (3) years after contract completion date.

General Liability

Coverage shall be as broad as: Comprehensive General Liability endorsed to include Broad Form, Commercial General Liability form including Products/Completed Operations.

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Minimum Limits

General Liability:

\$5,000,000 General Aggregate Limit
\$5,000,000 Products & Completed Operations
\$5,000,000 Personal and Advertising Injury
\$5,000,000 Each Occurrence Limit
\$ 100,000 Fire Damage Limit
\$ 10,000 Medical Expense Limit

1.1.2. Automobile Liability

Coverage sufficient to cover all vehicles owned, used, or hired by the vendor, his agents, representatives, employees or subcontractors.

Minimum Limits

Automobile Liability
\$ 1,000,000 Combined Single Limit
\$ 1,000,000 Each Occurrence Limit
\$ 5,000 Medical Expense Limit

1.1.3. Worker's Compensation

Limits as required by the Workers' Compensation Act of Pennsylvania
Statutory Limits \$1,000,000

1.1.4. Owners' and Contractors' Protective Policy

Policy will be in name of the County.
Minimum limits: \$3,000,000

1.1.5. Coverage Provisions

All deductibles or self-insured retention shall appear on the certificate(s). Vendor is responsible to pay any and all deductibles and/or self-insured retentions that may apply to the required insurance.

Venango County, its officers/officials, employees, agents and volunteers, individually and collectively, shall be added as "additional insured" as their interests may appear. This provision does not apply to Professional Liability or Workers' Compensation/Employers' Liability.

The vendor's insurance shall be primary over any applicable insurance or self-insurance maintained by the County.

The vendor shall provide thirty (30) days written notice to the County before any cancellation, suspension, or void of coverage in whole or part, where such provision is reasonable.

All coverage's for subcontractors of the vendor shall be subject to all of the requirements stated herein. The subcontractor's insurance must name the County as additional insured.

The Vendor shall maintain each subcontract's certificate of insurance on file and provide such information to the County for review upon request.

All deductibles or self-insured retention shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, either the insurer shall reduce or eliminate such deductible or self-insured retention; or the vendor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

Failure to comply with any reporting provisions of the policy(ies) shall not affect coverage provided the County, its officers/officials, agents, employees and volunteers.

The insurer shall agree to waive all rights of subrogation against the County, its officers/officials, agents, employees or volunteers for any act, omission or condition of premises which the parties may be held liable by reason of negligence.

The vendor shall furnish the County certificates of insurance including endorsements affecting coverage. The certificates are to be signed by a person authorized by the insurance company(ies) to bind coverage on its behalf, if executed by a broker, notarized copy of authorization to bind, or certify coverage shall be attached.

All insurance shall be placed with insurers maintaining an A.M. Best rating of no less than an A: VII. If A.M. Best rating is less than A: VII, approval shall be received from County's Risk Officer.

All coverage designated herein shall be as broad as the Insurance Services Office (ISO) forms filed for use with the Commonwealth of Pennsylvania.

Failure of Vendor to obtain and maintain the required insurance shall constitute a breach of contract and Vendor will be liable to the County for any and all cost, liabilities, damages, and penalties (including attorney's fees, court, and settlement expenses) resulting from such breach, unless County provides Vendor with a written waiver of the specific insurance requirement.

None of the requirements contained herein as to the types, limits, or County's approval of insurance coverage to be maintained by Vendor are intended to and shall not in any manner, limit, qualify, or quantify the liabilities and obligations assumed by Vendor under the Contract Documents, any other agreement with the County, or otherwise provided by law.

Failure of Vendor to provide insurance as herein required or failure of the County to require evidence of insurance or to notify Vendor of any breach by Vendor of the requirements of this Section shall not be deemed to be a waiver of any of the terms of the Contract Documents, nor shall they be deemed to be a waiver of the obligation of the Vendor to defend, indemnify, and hold harmless the indemnified parties as required herein. The obligation to procure and maintain any insurance required is a separate responsibility of Vendor and independent of the duty to furnish a copy or certificate of such insurance policies.

1.1.6. Hold Harmless Clause

The vendor shall, during the term of the contract including any warranty period, indemnify, defend, and hold harmless the County, its officials, employees, agents, and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the contractor, his employees, or sub-contractor, or anyone directly or indirectly employed by or under supervision of any of them in the prosecution of the operations included in this contract, from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The vendor agrees that this clause shall include claims involving infringement of patent or copyright.

At no time shall the vendor permit any mechanics or similar liens to attach to the County's premises on account of labor or material furnished to the Contractor or claimed to have been furnished to the vendor, in connection with its work hereunder.

BID SPECIFICATIONS/INSTRUCTIONS

- Bid specifications may be obtained at the Office of the Chief Clerk, Courthouse Annex Building, 1174 Elk Street, Franklin, PA, 16323, Monday through Friday, 8:30 a.m. to 4:30 p.m., except on legal holidays. Bid packets may be requested by phone at 814/432-9508 or 814/432-9512; by fax at 814/432-4741 or via email at: djones@co.venango.pa.us.
- Bids must be signed by an official authorized to bind the bidder, and contain a statement ensuring that the proposal is firm for a period of at least 30 days from the date of receipt.
- Bid quotes must include the use of prevailing wage rates for project totals that are in excess of \$25,000.
- Bids must be submitted in sealed envelopes, clearly marked on the outside "Fencing Project at the 911/EMA Center". Bids will be accepted in the Chief Clerk's Office **until 9:00 am on September 1, 2011** after which immediately thereafter bids will be publicly opened and read aloud in Room 101 of the Courthouse Annex.
- Bids must be submitted in triplicate (3 copies). All bids shall be accompanied by cash, a certified check, cashier's check, bank good faith check, made payable to the County of Venango, or other irrevocable letter of credit drawn upon a bank authorized to do business in the Commonwealth or by a bond with corporate surety equal to 10% of the bid total.

- The County reserves the right to conduct personal interviews of any or all bidders after bids have been received and publicly opened, prior to selection. The County will not be liable for any costs incurred by the bidder in connection with such an interview.
- Any bid received after the date and time specified will not be considered.
- Bids may be withdrawn or modified in person by a bidder or their authorized representative, provided that their identity is made known and they sign a receipt for the bid before the September 1st 9:00 a.m. deadline.
- The County will not be liable for any costs incurred in the preparation of the bids.
- Each bidder shall be expected to furnish the County with additional information as may be reasonably required.
- The County will not be responsible for any costs not included in the bids and any subsequent contracted-for costs.
- The Venango County Board of Commissioners reserves the right to reject any or all proposals, and to waive any defects or irregularities in the best interest of the County.
- The County contact person for this project is:

Mike Johnson, Property Manager
Venango County Court House
PO Box 831
Franklin, PA 16323
(814) 657-7267
mjohnson@co.venango.pa.us

BID FORM

We submit the following in response to the Request for Bids from Venango County for the Fencing Project at the 911/EMA Center:

OPTIONS

FENCE, POSTS, WIRE AND GATES:	\$ _____	
ELECTRONIC POWER CONTROL AND CARD READER		\$ _____
PRIVACY SLATS		\$ _____
TOTAL BID WITHOUT OPTIONS:	\$ _____	
TOTAL BID WITH OPTIONS:		\$ _____

✓ REMEMBER TO ATTACH A 10% BID BOND, CASH, OR CERTIFIED CHECK EQUAL TO THE TOTAL DOLLAR AMOUNT OF YOUR BID.

CONTACT INFORMATION

Vendor: _____

Address: _____

Telephone: _____ Fax: _____

Email Address: _____

Contact Person: _____

Title: _____

Authorized Signature: _____

Date: _____