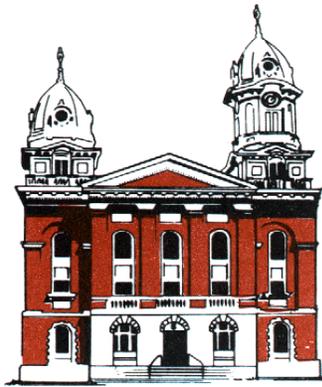


# BID SPECIFICATIONS PACKET

## “Enhanced Personal Care Home Bathroom and Laundry Room Renovations”



### 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

Vincent L. Witherup

Bonnie S. Summers

Date Issued: May 25, 2013

Date of Bid Opening: June 7, 2013

10:00 a.m. in Commissioners Conference Room

## **DESCRIPTION OF THE WORK**

The County of Venango is soliciting proposals from contractors to renovate the former Polk Elementary School Building to serve as an Enhanced Personal Care Home for clients supervised by the MH/DS Program. The work to be included under this contract shall include all labor, equipment and materials necessary to: Install plumbing, drainage and venting for a laundry room that will house an industrial grade washing machine and dryer; AND renovate two bathrooms to include the installation of plumbing, drainage and venting that will be ADA compliant. Work is to be completed no later than September 6, 2013.

## **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. Questions or concerns should be addressed at the Pre-Bid Conference that will be scheduled with all prospective bidders. 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.

## **SCOPE OF WORK**

### Bathrooms and Laundry Room

Remove existing toilet and flush valve in both men's and women's bathrooms. Owner will retain possession of existing toilets.

Cap existing sanitary and water lines in both bathrooms.

Cut and remove a portion of the concrete floor in both men's and women's bathrooms.

Rough-in sanitary piping for shower in both men's and women's bathrooms.

Patch trench. Floor tile will be done by others.

Install (1) shower stall in each bathroom that is ADA compliant:

Each unit will include grab bars, soap dish, shower seat, brass drain, mixing valve, hand held shower, and curtain rod with curtain.

Construct Shower wall and drywall;

Raise existing sinks in both men's and women's bathrooms, for a total of 6 sinks.

Replace traps and supplies as necessary.

Drill 4" hole in masonry for dryer vent.

Install 220 receptacle for dryer.

Rough in washer box in kitchen cabinet. Washer box to have an integrated standpipe if washing machine specs allow. Otherwise a standpipe beside the cabinet will be installed.

## **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.

## **Minimum Limits**

General Liability:

- \$3,000,000 General Aggregate Limit
- \$3,000,000 Products & Completed Operations
- \$3,000,000 Personal and Advertising Injury
- \$3, 000,000 Each Occurrence Limit
- \$ 100,000 Fire Damage Limit
- \$ 10,000 Medical Expense Limit

## **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

**Worker's Compensation**

Limits as required by the Workers' Compensation Act of Pennsylvania

Statutory Limits        \$1,000,000

**Owners' and Contractors' Protective Policy**

Policy will be in name of the County.

Minimum limits:        \$3,000,000

**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.

#### **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 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; by fax at 814/432-4741 or via email at: [djones@covenango.pa.us](mailto:djones@covenango.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 “Enhanced Personal Care Home Renovations”. Bids will be accepted in the Chief Clerk’s Office **until 10:00 a.m. on June 7, 2013** after which immediately thereafter bids will be publicly opened and read aloud in Room 103 in 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.
- Bids must indicate the date you plan to begin the renovation project, with the **understanding that the projects must be completed on or before September 6, 2013.**
- 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 June 7<sup>th</sup> at the 10:00 a.m. deadline.
- The County will not be liable for any costs incurred in the preparation of the bids or attendance at the pre-bid conference.

- 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:

Michael Johnson, Property Manager  
Venango County Courthouse  
1168 Liberty Street  
PO Box 831  
Franklin, PA 16323  
(814) 657-7267  
[mjohnson@co.venango.pa.us](mailto:mjohnson@co.venango.pa.us)

Questions regarding the requirements to submit bids should be addressed to:

Denise Jones, Chief Clerk/County Administrator  
Venango County Courthouse Annex  
1174 Elk Street  
P.O. Box 831  
Franklin, PA 16323  
814/432-9508  
[djones@co.venango.pa.us](mailto:djones@co.venango.pa.us)

BID FORM

We submit the following in response to the Request for Bids from Venango County for the renovations of the bathrooms and laundry room at the Enhanced Personal Care Home:

ATTACH DETAILED INFORMATION REGARDING:

- ✓ YOUR EXPERIENCE
- ✓ YOUR REFERENCES
- ✓ YOUR INSURANCE COVERAGES
- ✓ THE DATE YOU ANTICIPATE WORK TO BEGIN
- ✓ PROJECTED PROJECT SCHEDULE
- ✓ A 10% BID BOND, CASH OR CERTIFIED CHECK EQUAL TO THE TOTAL DOLLAR AMOUNT OF YOUR BID
- ✓ LITERATURE ON EQUIPMENT INSTALLED

CONTACT INFORMATION

Vendor: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Title: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_