

THE STATE COLLEGE AREA SCHOOL DISTRICT

INVITATION TO BIDDERS

- 1.1 OWNER:** **The State College Area School District**
240 Villa Crest Drive
State College, PA 16801
Phone: 814-231-1026
- 1.2 ARCHITECT:** Hoffman Leakey Architects, LLC
110 West Main Street
P.O. Box 865
Boalsburg, PA 16827
Phone: (814) 466-7811
rhoffman@hl-architects.com
- 1.3 PROJECT:** **North Building**
State College Area School District
Renovations to Fitness Center
- Project/Site:** **650 Westerly Parkway**
State College, PA 16801
- Scope:** Renovate present music room into fitness center. Add a platform lift elevator.
- Schedule:** Construction is anticipated to begin: Late July
Substantial Completion to be: November 18, 2019
- Contracts:** Multiple Prime: General Construction
Mechanical Plumbing Construction
Electrical Construction
- Regulations:** All work relating to this project shall be subject to all federal, state and local codes, ordinances and regulations regarding occupational safety and health, environmental protection and construction standards. Nothing contained in the specifications or the drawings shall be construed to conflict with such laws, codes, ordinances or regulations, and in the event of such conflict any requirement imposed by law, ordinances or regulation shall be deemed controlling.
- Conditions:** The Pennsylvania Prevailing Wage Act No. 442, August 15, 1961 and amended August 9, 1963 will apply on this project.
- Site Visit:** **Contact: Scott Bailey, Contract Coordinator**
Telephone: (814) 571-8472
- 1.4 BIDDING DOCUMENTS:**
- A. The Form of Proposal, Form of Contract, Plans and Specifications, and other Contract Documents may be examined at or secured from Hoffman Leakey Architects, LLC, 110 West Main Street, P.O. Box 865, Boalsburg, PA, 16827.
- B. The State College Area School District will post all construction projects on its website: www.scasd.org. Contractors or interested parties may obtain the Contract Documents by contacting Hoffman Leakey Architects, LLC at 110 West Main Street, P.O. Box 865, Boalsburg, PA 16827; phone 814-466-7811. An Electronic version can be obtained at a cost of \$50 and a Hard Copy can be obtained at a cost of \$85. The drawings and specifications will contain all Bidding Documents.

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1. It shall be the responsibility of the bidder to examine all conditions affecting the work. **All plans to be secured through the Architect to assure receiving Addendums.**

1.5 PRE-BID CONFERENCE:

Monday, July 15, 2019 at 1:30 p.m. at the SCASD North Building. Use access road at Pizza Hut off Atherton St.

1.6 BIDS DUE:

- A. Sealed bids will be received and read aloud on **Tuesday, July 23, 2019; at 1:30 pm** prevailing time and read by **Lynn Tressler, Executive Secretary/ School Board Secretary, State College Area School District, Panorama Village 240 Villa Crest Drive, State College, PA 16801.** Bids received after 1:30 pm will be returned unopened.
- B. Bid envelopes shall be marked clearly as to name and contract:

SEALED BID ENCLOSED FOR: General Construction
Mechanical Plumbing Construction
Electrical Construction

Proposals which do not conform to these requirements may be rejected by the owner. Individual bid withdrawal may occur up to two (2) days after bid due date.

1.7 OWNER CONTRACT AGREEMENTS:

- A. **BIDDERS SHALL AGREE:** If awarded the Contract for the work, to execute a separate agreement for the work proposed. The Agreement, as a Single Prime Contract, shall be executed on the standard A.I.A. 101-1997 between Owner and Contractor.
- B. **BID SUBMITTAL:** Any bid submitted may be withdrawn prior to the scheduled time for opening or authorized postponement thereof. Any bid received after the time and date specified will not be considered. No bidder may withdraw a bid within sixty (60) days after the actual opening thereof.
- C. **BEFORE SUBMITTING A PROPOSAL:** The Bidder should CAREFULLY EXAMINE the Drawings, Schedules, and Specifications, VISIT THE SITE, fully inform itself as to all laws, ordinances, regulations, wage rates, and labor conditions in the area of operation affecting the Contract or the work, and shall include in his proposal a sum to cover the cost of all items, implied or required, to attain the completed conditions contemplated by the Contract Documents.
- D. **BUILDING PERMITS:** Applicable Building Permits shall be picked up by the **General Contractor.** The State College Area School District shall pay for the fee. A copy of the Occupancy Permit shall be secured by the General Contractor and turned over to the State College Area School District before release of Final Payment.
- E. **BID GUARANTY:** A Bid Guaranty in the form of a Certified Check or a Surety Company's Bid Bond shall be submitted with the Proposal in an amount of not less than ten percent (10%) of the total Bid amount. In the event that any Bidders shall, upon the award of a contract, fail to comply with the terms of the proposal and/or Contract Documents, the amount of the Bid Guaranty shall be forfeited to the Owner.

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- F. BIDDERS SHALL AGREE: If awarded the Contract, to commence work at the site within **ten (10) calendar days** after the date of “Notice to Proceed,” and to complete the entire work on or before the Completion Date stipulated hereinbefore.
- G. TIME OF COMPLETION – LIQUIDATED DAMAGES: Bidder must agree to begin work contemplated by this contract within ten (10) days after the date specified in the Notice to Proceed as the starting date and to complete the work by **November 18, 2019** subject to extension of Contract time as provided in Article 10 of the General Conditions. Bidder must agree to pay to the owner as liquidated damages and not as a penalty, the sum of Five Hundred Dollars (\$500) per calendar day; the Contractor and its surety shall be liable for the amount thereof. In addition, all work after that date will need to be performed after 3:00 pm or on weekends at no additional cost to the School District.
- H. PERFORMANCE AND PAYMENT BONDS: For any contract exceeding \$5,000.00, wording about this requirement must be provided: The contractor shall provide a performance bond and a labor and material payment bond, each in the amount of 100% of the contract price, before the award of the contract. (Sections 756 and 757 of the Public School Code of 1949, as amended, and the Public Works Contractors Bond Law of 1967.)
- I. DISCRIMINATION PROHIBITED: According to 62 PA.C.S.A. 3701, the contractor agrees that:
1. In the hiring of employees for the performance of work under the contract or any subcontract, no contractor, subcontractor or any person acting on behalf of the contractor or subcontractor shall by reason of gender, race, creed or color discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
 2. No contractor or subcontractor or any person on their behalf shall in any manner discriminate against or intimidate any employee hired for the performance of work under the contract on account of gender, race, creed or color.
 3. The contract may be canceled or terminated by the government agency and all money due or to become due under the contract may be forfeited for a violation of the terms or conditions of that portion of the contract.
- J. COMPLAINT WITH HUMAN RELATIONS ACT: Wording about this requirement must be provided:
1. 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 shall agree to comply with the provisions of this Act as amended that is made apart of this specification. Your attention is directed to the language of the Commonwealth’s non-discrimination clause in 16 PA. Code 49.101.
- K. CONDITIONS OR PAYMENT WAGES:
1. COMPETENT WORKMEN: For projects where the **total estimated cost is \$25,000.00 or less**, wording about this requirement must be provided:
 - (1) According to Section 752 of the Public School Code of 1949, no person shall be employed to do work under such contract except competent and first class workmen and mechanics.

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2. **COMPETENT WORKMEN:** No workmen shall be regarded as competent first class, within the meaning of this Act, except 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 established and current rates of wages paid for such hours by employers of organized labor in doing of similar work in the district where work is being done.

- L. **PENNSYLVANIA PREVAILING WAGE RATES:** Projects where **the total estimated cost is greater than \$25,000.00**, paid for in whole or in part of out of funds of a public body, except for maintenance work or work performed under rehabilitation program or manpower training program must specify "Prevailing Wages." Further information on implementation of the act, definition of maintenance work and prevailing wage rates may be requested from the Pennsylvania Department of Labor and Industry (800-932-0665 or 717-787-4763). When applicable, use Davis-Bacon wage rates for federally assisted projects.

Recommended procedure is to include the applicable published wage rates for the project within the body of the specification, if possible, or at least issue the rates accompanying the specifications, or by addendum.

The conditions, provisions and requirements of the Pennsylvania Prevailing Wage Act, by proper references, shall be specified for compliance. The following brief reference may be used for minor project specifications.

- M. **STEEL PRODUCTS PROCURMENT ACT:**

1. This project is subject to the provisions of the Steel Products Procurement Act of 1978 (P.L.6, No.3) as amended by the Act of July 9, 1984 (P.L. 674, No. 144.) All Contractors, Subcontractors, and Material Suppliers shall be required to comply with all provisions of this Act.
2. The Contractor shall be required to provide with each Application Certification of Compliance with the Steel Products Procurement Act form and additional documentation, including but not limited to, invoices, bills of lading, mill certifications, or other acceptable evidence that the steel products represented on certifications, or other acceptable evidence that the steel products represented on the payment application comply with one or more of the following categories:
 - (1) That the steel utilized on this project was melted and manufactured in the United States; and/or
 - (2) The product contains both foreign and United States steel, and that least seventy-five percent (75%) of the cost of all of the articles, materials, and supplies incorporated in the product have been mined, produced, or manufactured, as the case may be, in the United States; and/or
 - (3) The steel product is not produced in United States in the sufficient quantities to meet the requirements of the contract, and prior written approval to use foreign steel has been obtained from the Owner.
 - (4) Any nonconforming steel products incorporated into the work shall be removed and replaced by the Contractor, at its own expense, with products meeting the requirement of the Act. Willful violation of this Act can result in penalties, including by not performing any work, or supplying any materials to a public agency for a period of five (5) years from the date of the determination.

- N. **STANDARD OF QUALITY:** A standard of Quality must be defined.

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1. **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 for bid purposes. It is not the intent to limit the bidder, the bid or the evaluation of the bid to any one material or product specified but rather to describe the minimum standard. When proprietary names are used, they shall 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.

- O. **PROHIBITION ON CASH ALLOWANCES:** Any reference that implies the presence of cash allowances must be deleted.
 1. Cash allowances are prohibited.

- P. **OWNER COMPLIANCE IN RETAINING PAYMENTS:** If the district intends to retain a percentage of the payments to the contractors throughout the duration of the project, it should be clearly stated in the specifications. Retaining of payments must be done in accord with 62 Pa.C.S.A. 3921.

- Q. **PENNSYLVANIA ACT 287 - UTILITIES PROTECTION:**
 1. The Contractor will be responsible for complying with Pennsylvania One Call System (POCS), Act 287, commonly known as the **“CALL BEFORE YOU DIG ACT”**. Excavation or digging Contractors may learn the utilities and authority Owners by calling 800-242-1776 statewide prior to excavation work. One Call locates utility lines and the utilities are notified.

- R. **SALES TAX STATUS under ACT 45 for PUBLIC CONSTRUCTION PROJECTS:**
 1. The Contractor shall pay all state and federal tax.
 2. The State College Area School District alone is entitled to receive all sales tax refunds resulting from its “Tax-Excluded Status,” and that the Contractor, as a contingency of entering into a contract with the State College Area School District, must agree to expressly assign to the State College Area School District the sole right and authority to claim and receive refund payments for sales taxes resulting out of this Construction.

- S. **PA TAX EXEMPT ENTITIES DISCLOSURE:**
 1. Section 204 of the Tax Reform Code of 1971, see 72 P.S. § 7204 (57) (i) and (ii), as amended July 1, 1998, provides a tax exemption for the sale at retail to or use by the United States, the Commonwealth of Pennsylvania or its instrumentalities or political subdivisions, of tangible personal property or services; and the use by a construction contractor or building machinery and equipment and services thereto that are transferred pursuant to a construction contract for any charitable organization, volunteer fireman’s organization, nonprofit educational institution or religious organization for religious purposes, provided that the building machinery and equipment and services thereto are not used in any unrelated trade or business.

In order to permit the contractor to benefit from the foregoing exemption, the tax-exempt entity may be required to cooperate with the construction contractor

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and provide certain evidence as may be required from time to time by the Pennsylvania Department of Revenue.

2. The contractor is entitled to the aforementioned tax exemption, and the contractor should reflect the tax exemption in all bids, where appropriate.
3. The Contractor is encouraged to use a Pennsylvania Tax Exemption Certificate (Form REV-1220) when buying property that qualifies for the tax exemption referenced in Item 1 above.
4. Access to Accounting Records:

The Contractor shall check all materials, equipment and labor entering into the Work and shall keep such full and detailed accounts as may be necessary for proper financial management under this agreement, and the system shall be satisfactory to the Owner. The Owner or its representative shall be afforded to access to all the Contractor's records, books, correspondence, instructions, drawings, receipts vouchers, memoranda, and similar data relating to this Contract, and the Contractor shall preserve all such records for a period of three years, or for such longer period as may be required by law, after the final payment (AIA Document A111-1978, Article 12).

5. Contracts With Subcontractors:

The Contractor agrees to include the "Access to Accounting Records" paragraph, in full, in any contracts with subcontractors.

T. ACT 34 OF 1985 COMPLIANCE (an Amendment to the Public School Code):

1. Act 34, passed by the Pennsylvania Legislature, requires that all employees and employees of Contractors working for the School District who can come in direct contact with school children by the nature or location of their work have necessary **State Police screening before starting work on the project.** The only exception is for individuals who have worked for the School District prior to January 1, 1986.
2. It shall be the responsibility of the Contractor to procure the necessary forms, process them, retain them and present the School District with the properly signed "Agreement of Compliance" from prior to commencement of the job.
3. **Forms are available from the Pennsylvania State Police.** The Contractor is responsible for securing the forms and paying all associated fees.

U. ACT 151 CLEARANCES:

1. Successful bidder shall have a background check done on all employees and all subcontractors' employees who will be working in or around district buildings or who will have "direct contact with students." Background checks shall be in accordance with Act 151 of 1994. The Contractor shall submit the original to the Owner prior to an employee's beginning work. The cost of obtaining this "Clearance" and required badges shall be the responsibility of the Contractor.
2. Non-Resident, Out-of-State Employees may be required to submit FBI clearances or record checks as required by the School District.

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3. Conform with amendments to the Public School Code with the enactment of Act 114 signed into law on July 11, 2006 including procedures for prospective employees to obtain their Federal Criminal History Record via electronic submission of fingerprints to the FBI.

V. ASBESTOS FREE CERTIFICATION:

1. The successful Contractor shall certify that “no asbestos containing materials” (ACM) and no “asbestos containing building materials” (ACBM) are provided in this contract. The successful Contractor will be exclusively responsible for all costs related to the removal of this material. This material will be removed by the designee of the School District in accordance with the guidelines of the Asbestos Hazard Emergency Response Act of 1987 (PL 99-510).

- (1) If at any time in the future it is discovered that there are any “asbestos containing materials” (ACM) or any “asbestos containing building materials” (ACBM) that were provided in the work of this project, the responsible Contractor will be exclusively responsible for all costs related to the removal of this material. This material will be removed by the designee of the School District in accordance with the guidelines of the Asbestos Hazard Emergency Response Act of 1987 (PL 99-519.)

W. EXISTING HAZARDOUS MATERIALS:

1. The successful Contractor shall immediately notify the School District if existing hazardous materials are suspected or discovered. This material will be removed by the designee of the School District in accordance with the guidelines of the Asbestos Hazard Emergency Response Act of 1987 (PL 99-519.) **Cost of removal of existing hazardous materials is not to be included in the bid price.**

X. NO DRUGS OR ALCOHOLIC BEVERAGES ON-SITE:

1. Any person discovered on-site with/or under the influence of any illegal drugs or alcoholic beverages will be told to leave the site by each Prime Contractor, shall not return, and will be prosecuted by law. Each Prime Contractor shall be responsible to monitor and enforce this issue with its own employees and subcontractors.

Y. NO SMOKING ON SCHOOL PROPERTY:

1. No use of tobacco products including electronic cigarettes are permitted on the school property. The Contractors shall be responsible to monitor and enforce this issue with its own employees and subcontractors.

Z. NO WEAPONS:

1. Any person discovered on-site possessing a weapon will be told to leave the site by the Contractor, shall not return, and will be prosecuted by law, if appropriate. The Contractor shall be responsible to monitor and enforce this issue with its own employees and subcontractors.

AA. SUBSTITUTIONS:

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1. The various materials, products or equipment specified in the Specifications are mentioned for the purpose of establishing a standard of quality and cost. It is not the intent to limit to any one product, but rather to set up the same as the standard desired or acceptable and to establish a basis of equality. Where trade or proprietary names, catalog numbers and manufacturers of materials, products or equipment are used or specified, whether or not followed by the words “or equal as approved by the Professional,” materials, products or equipment to be equal in quality to that mentioned in the Specifications will be acceptable. It will be up to the Contractor, supplier and/or vendors to prove by the submission of proper data that their product is equal in quality to that specified.
2. These standards of quality were established and made only after careful study by the Professional and will, therefore, be strictly adhered to and all substandard materials, products or equipment will be rejected. Each Subcontractor, supplier and/or vendor shall, in securing a substitution, submit a request in writing through the Prime Contractor. This request will then be forwarded to the Professional.
3. **All Prime or Sub-Contractors shall obtain written approval from the Professional for all such substitutions of materials, products, or equipment prior to bid due date.**
4. When submitting a request for a substitution, the requestor shall clearly indicate the item be substituted, and shall include all calculations, catalog data, literature and/or drawings, the substitution can be properly evaluated and processed in the shortest period of time.
5. Verbal communication regarding substitutions will not be construed as acceptance by the Professional and Owner; only written approvals on all substitution will be valid.
6. The Professional will be the sole judge in evaluating and approving substitutions and the Professional’s decisions with the Owner’s approval will be final.
No substitution for products or processes will be permitted after Bids have been received except as provided for below:
 - (1) The Contractor will submit substitute products or processes for consideration, fully documented as stated above, and accompanied by Contractor’s proposal for the amount to be deducted from the Contract sum due to this substitution.
 - (2) A substitution submitted by the Contractor for reason “that a product is not available” will not be considered unless written proof is submitted to the Architect from the Manufacturer and or supplier.

END OF INVITATION TO BIDDERS