

COVER PAGE

**NOTICE TO BIDDERS - THIS BID AT A GLANCE**

1. This is a new construction solicitation.
2. This is a Multiple-Prime Contracting arrangement based on four individual components:
  - a. General Trades, Earth Work, and Site Work
  - b. Electrical
  - c. Plumbing and Fire Suppression
  - d. Mechanical
3. Bidders who can provide one, two, three, or all four of the above trades are welcomed and encouraged to bid; however, the contracts will be awarded individually.
4. The construction project management will be led by the awarded General Trades, Earth Work, and Site Work contractor.
5. There are no pre-qualification requirements (i.e., no pre-qualification period or pre-qualification process).
6. Bidders must be licensed, insured (with minimum thresholds), and bonded.
7. This project is funded and already secured by a federal grant, the American Rescue Plan Act (ARPA). The money resides in the City's bank.
8. This project is expected to **start 9/2/2025** (Notice to Proceed) and **end 11/21/2026** (Certificate of Occupancy).
  - a. 15-months to complete this project. No exceptions due to grant requirements.
  - b. A separate EPA grant was awarded to the City for the EV Charging Stations portion of this project.
9. Davis-Bacon Prevailing Wages (table provided) must apply.
10. Bidders are **highly encouraged to attend** the on-site pre-bid/walk-thru meeting on 5/28/2025. The project lead and engineers will be present to answer questions. Online Registration required by 5/26/25.
11. The American Institute of Architect (AIA) Contract template will be administered with the awarded bidders.
12. Bidders will be required to submit a Base Price + up to seven (7) alternates (where applicable by trade) + up to five (5) Unit Prices (where applicable by trade) as outlined in the Pricing Table.
13. The City will award to the lowest-cost, most-responsible bidders for each of the four trades outlined in the scope of work.
14. The City of Chester uses PennBid to procure products and services. Any vendor/company can register with PennBid, for free, by clicking on the "Register" button in the upper right hand corner at [PennBid](https://PennBid.net).
15. Sealed electronic bids will be received via PennBid (<https://PennBid.net>). Physical paper bid copies will not be accepted.
16. There is no physical public bid opening ceremony for this solicitation; a written recording of the electronic bid opening will be posted via a PennBid Public Notice.
17. All electronic bid submissions must be accompanied by a Bid Bond equal to the amount of 10% of the total bid price.
18. The successful Bidders who are awarded a Contract will be required to pay "PennBid" a fee of 0.0033% (1/3 of 1 percent) up to a maximum of \$5,000 of the Contract award value.

19. All prospective bidder questions and the corresponding answers from the City regarding this solicitation will be posted on PennBid via the “Messages” menu under the “Public Q&A” Tab by the posted deadline.
20. The successful bidders will receive an Intent to Award Notification Letter to sign.
21. The awarded bidders will not be able to commence work until an approved Council resolution in a public meeting; a mutually-signed contract by the Mayor; approval by the City Solicitor, and a Notice-to-Proceed Letter has been issued by the City of Chester. No exceptions.
22. The City appreciates Diverse Business Proposals but they are not required for this solicitation.
23. All bidder submissions require a minimum of 17 (seventeen) requested documents as specifically outlined. **These are simple and straightforward and required for grant compliance.**
24. The City of Chester reserves the right to reject any and all bids and the right to waive any technicalities that may be required in the best interest of the City of Chester. The City will also consider price, competency, and responsibility of the bidder before the intent to award notification is posted.
25. This is not a contract, but an intention to contract without any obligations to contract.
26. The City is not at liberty to provide specific feedback to those bidders who did not win the award.

*Thank you in advance for your time and effort to submit a proposal to meet the City's needs.*



## **BID PACKET**

### **NEW PUBLIC WORKS FACILITY**

### **(OFFICE, GARAGE, SALT SHED, AND PARKING CANOPY)**

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## I. INTRODUCTION

This Request for Quote (RFQ) is broken down into two sections:

1. a SUPPLEMENTAL section and
2. a MASTER section.

The MASTER is the standard terms and conditions applicable to all projects within the City of Chester. The SUPPLEMENTAL section is specific to the particular project.

### **About the Organization:**

The City of Chester municipality, located in Delaware County, Pennsylvania is an estimated \$65M annual operation primarily led by [five elected officials](#) including a Mayor. The municipality has approximately 225 employees across 5 departments, serving 35,000+ residents. Chester is an ACT 47, Third Class City Code municipality that is currently undergoing a transformation with a [Receiver](#) appointed (in 2020) by the PA State Governor to help the City recover from the current Chapter 9 bankruptcy (filed November, 2022). The organization culture consists of a [Receiver Team](#) (consulting firms), Operations Team (City employees led by a Chief of Staff/City Administrator including a Chief Financial Officer), and City Council (Elected Officials). The current focus is to put people, processes, and policies in place to support the Recovery Plan. [Click here](#) to learn more about the City of Chester.

## II. SUPPLEMENTAL

This section refers to the specific PROJECT.

### A. PROJECT OVERVIEW AND CHARACTERISTICS

The CITY has provided this high-level detail for insight into the PROJECT and the expectations for BIDDERS to comply.

ITEM	COMPONENT	DESCRIPTION
1.	PROJECT NAME:	New Public Works Facility (Office, Garage, Salt Shed, and Parking Canopy)
2.	PROJECT BID NUMBER:	2025-010
3.	PROJECT DESCRIPTION:	The City of Chester secured and received grant funds from the American Rescue Plan Act (Federal Grant) for the construction of the new Public Works Facility Garage and Office combined in the new construction of a 10,270 sf

		single story Pre-Engineered Metal Building (PEMB) with all new utilities and internal electrical, plumbing, fire protection and mechanical building systems, as well as site improvements including, but not limited to, new sidewalks, grading and landscaping, paved surfaces and parking spaces, Security fencing, Commercial Electrical Vehicle charging stations, underground stormwater management system and the construction of a Salt Shed and Parking Canopy.
4.	PROJECT LOCATION:	The site location address is W. 2nd Street (Rte 291) and Pennell Street, Chester PA 19013, Delaware County, with a Tax ID 49-07-0041-02 Deed Book 2974 Page 1395
5.	PROJECT TYPE:	Construction - New Build ▾ New Pre-Engineered Metal Building
6.	PROJECT EXECUTION:	This is a Multiple-Prime Contracting Arrangement based on four individual trades: <ol style="list-style-type: none"> <li>1. General Trades, Earth Work, and Site Work</li> <li>2. Electrical</li> <li>3. Plumbing and Fire Suppression</li> <li>4. Mechanical</li> </ol>
7.	PROJECT MANAGEMENT:	The awarded General Trades, Earth Work, and Site Work contractor will lead this project.
8.	PROJECT PRICING:	<ol style="list-style-type: none"> <li>1. Base Price (all bidders)</li> <li>2. Up-to seven (7) Alternate Prices (based on trade)</li> <li>3. Up-to five (5) Unit Prices (based on trade) <ul style="list-style-type: none"> <li>• See Pricing/Bid Table for more information</li> </ul> </li> </ol>
9.	PROJECT PROCUREMENT SCHEDULE: (ESTIMATED)	<p>A. Bid Opening Date: May 15, 2025</p> <p>B. Pre-Bid Meeting and Site Tour: 10:00 May 28, 2025</p> <p style="padding-left: 20px;">a. Reservations Required. RSVP by 5/26/25:</p> <p style="padding-left: 40px;">i. <a href="#">Click here</a> or</p> <p style="padding-left: 40px;">ii. Cut and Paste: https://forms.office.com/r/46RvxDYDRr</p> <p>C. Bid Q&amp;A Deadline: 5 pm Jun 12, 2025</p> <p>D. Bid Solicitation Closing Date: 11 am Jun 26, 2025</p> <p>E. Anticipated Unseal Bid Opening Date: 12 pm Jun 26, 2025</p> <p>F. Anticipated Bid Evaluation Date: July 7, 2025</p> <p>G. Anticipated Bid Award Date: July 23, 2025 (Council Meeting)</p>

		<p>H. Anticipated Mutually-Signed Fully Executed Contract Date (all four contracts): August 27, 2025</p> <p>I. Anticipated Notice-to-Proceed Date: 9/2/2025</p>
10.	PROJECT BUDGET RANGE:	<p>This is an estimated \$4,861,600 to \$6,381,400 construction budget range, which includes the total of all four trades referenced above. The estimated budget ranges, by trades, are as follows:</p> <p>A. General Trades = \$3,408,300 to \$4,473,500</p> <p>B. Electrical = \$ 862,800 to \$1,132,600</p> <p>C. Plumbing &amp; Fire Suppression = \$ 305,200 to \$ 400,700</p> <p>D. Mechanical = \$285,300 to \$374,600</p>
11.	PROJECT CONTINGENCY ALLOWANCES:	<p>The following contingency allowances have been provided for each trade as outlined in Specification Number 012100: Allowances</p> <p>A. General Trades = \$155,000</p> <p>B. Electrical = \$39,000</p> <p>C. Plumbing &amp; Fire Suppression = \$15,000</p> <p>D. Mechanical = \$26,000</p> <p>All unused allowances are to be returned to the city via a change order credit.</p>
12.	PROJECT ALTERNATES AND UNIT PRICES	<ul style="list-style-type: none"> <li>• There are up-to seven (7) Alternates (based on trade)</li> <li>• There are up-to five (5) Unit Prices (based on trade) <ul style="list-style-type: none"> <li>○ See Volume I Section 012300</li> </ul> </li> </ul>
13.	PROJECT FUNDING SOURCE:	<p>This project is fully funded and already secured by a federal grant, the American Rescue Plan Act (ARPA). The money resides in the City's bank.</p>
14.	PROJECT SCOPE OF WORK:	<p>See Exhibit A (Drawings) and Exhibits B through D (Specifications)</p>
15.	PROJECT TIMEFRAME:	<p>A. PROJECT START: 9/2/2025</p> <p>B. PROJECT END: 11/21/2026</p> <p>C. PROJECT DURATION: 15 Months</p> <p>D. PROJECT COMPLETION SUBSTANTIATION:</p> <ul style="list-style-type: none"> <li>• Certificate of Occupancy</li> </ul>
16.	PROJECT SCHEDULE (High Level)	<p>See Exhibit G (Key Milestones - Estimated Project Schedule).</p>

		<ul style="list-style-type: none"> <li>The awarded General Trades Contractor will be responsible for providing and managing to a Project Schedule.</li> </ul>
17.	PROJECT RESTRICTIONS:	Must be completed (i.e., Certificate of Occupancy) by November, 2026 in order to comply with the grant received.
18.	PROJECT CHANGES:	All project change orders must follow the AIA Contract templates and be approved by City Council.
19.	PROJECT BID SUPPORT:	<ul style="list-style-type: none"> <li>Tier I Support: 5/28/2025 In-Person Pre-Bid Meeting <ul style="list-style-type: none"> <li>Meet-and-Greet the Project Lead and Architects. <ul style="list-style-type: none"> <li>Registration Required (<a href="#">Click Here</a>)</li> <li>or Cut and Paste: <a href="https://forms.office.com/r/46RvxDYDRr">https://forms.office.com/r/46RvxDYDRr</a></li> </ul> </li> </ul> </li> <li>Tier II Support: PennBid <ul style="list-style-type: none"> <li>Questions regarding this bid opportunity should be posted on PennBid via the "Messages" menu under the "Public Q&amp;A" Tab. The Project Team will respond in a timely manner.</li> </ul> </li> </ul>
20.	PROJECT BID FORMAT:	Electronic through PennBid. Paper bid submissions will NOT be accepted.
21.	PROJECT AWARD CRITERIA:	Lowest, Most Responsible Bidder
22.	PROJECT CONTRACT TYPE:	Lump Sum Contract ▾
23.	PROJECT CONTRACT FORMAT:	American Institute of Architects (AIA) A101-2017 Standard Form of Agreement between Owner and Contractor, or comparable.
24.	PROJECT GOVERNING LAWS:	See Exhibit F (Federal and Pennsylvania State Laws for Federally-Funded Public Works Garage Projects)
25.	PROJECT INVOICING:	<p>All invoices must reference a City-provided Purchase Order Number in order for payment to be processed.</p> <p>All invoices carry a Net 30 Day payable terms from Invoice City Receipt Date.</p> <p>All invoices to be itemized and billed monthly and/or based</p>

		on AIA Payment schedule.
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## B. BIDDER REQUIREMENTS

1.	BONDING REQUIREMENTS:	<ol style="list-style-type: none"> <li>10% Bid Bond</li> <li>100% Performance Bond</li> <li>100% Payment Bond</li> <li>12-Month Maintenance Bond</li> </ol>
2.	INSURANCE REQUIREMENTS:	<ol style="list-style-type: none"> <li>COMPREHENSIVE GENERAL LIABILITY <ol style="list-style-type: none"> <li>Each Occurrence Limit - \$1,000,000</li> <li>Personal &amp; Advertising Injury Limit \$1,000,000</li> <li>General Aggregate \$2,000,000</li> <li>Products &amp; Completed Operations Aggregate \$2,000,000</li> <li>Include Aggregate limits per project.</li> </ol> </li> <li>AUTO LIABILITY <ol style="list-style-type: none"> <li>Each Accident — Combined Single Limit \$1,000,000.</li> </ol> </li> <li>UMBRELLA OR EXCESS LIABILITY (To overlay General Liability, Auto Liability and Employer's Liability coverages) <ol style="list-style-type: none"> <li>Each Occurrence \$3,000,000</li> <li>Aggregate \$3,000,000</li> </ol> </li> <li>WORKERS' COMPENSATION / EMPLOYER'S LIABILITY <ol style="list-style-type: none"> <li>As required by statute</li> </ol> </li> <li>EMPLOYER'S LIABILITY <ol style="list-style-type: none"> <li>Each Accident: \$500,000</li> <li>Each Employee for Injury by Disease: \$500,000</li> <li>Aggregate for injury by Disease: \$500,000</li> </ol> </li> </ol> <p>Workers' Compensation policy shall include a Waiver of Subrogation against The City of Chester, its elected officials, agents, and employees.</p> <p>Prior to commencement of the performance of the Agreement and until one year after the Certificate of</p>



		<p>Occupancy has been issued (completion of the project), Contractor shall furnish to the City a certificate of insurance evidencing all required coverage in at least the limits required herein, naming the City of Chester, its elected officials, agents, and employees as Additional Insured under the General Liability for ongoing and completed operations as well as an Additional Insured on the Auto Liability and Umbrella Liability.</p> <p>Contractor's Commercial General Liability, Auto Liability, and Umbrella/Excess Policy shall be Primary to and will not require contribution from any other insurance under which the Additional Insured is a Named Insured. To the fullest extent permitted by applicable state law, all policies shall contain a Waiver of Subrogation Clause. The Certificate shall note the project and provide that no policies may be canceled without thirty (30) days advance written notice to the City.</p> <p>Such certificate shall be issued to:</p> <p>City of Chester Attn: Procurement Coordinator 1 E. 4<sup>th</sup> St. Chester, PA 19013.</p> <p>Ensure in the description of operations section of the Certificate of Insurance please have "RFP 2025-010; New Public Works Garage, City of Chester"</p> <p>All insurance policies shall be in effect with companies holding an A.M. Best rating of "A-" or better or financial rating of IX or better with the A.M. Best's Company Key Rating, Guide Latest Edition and shall be licensed or authorized to do business in the Commonwealth of Pennsylvania. Such companies shall also be acceptable to the City. Said policies shall remain in full force and in effect until one year after the Certificate of Occupancy has been issued (project completion date) or until completion of all duties to be performed hereunder by the Contractor, whichever shall occur later.</p>
3.	LICENSE REQUIREMENTS:	<ul style="list-style-type: none"> <li>● Current and valid PA business registration.</li> <li>● Current and valid trade/specialty license. <ul style="list-style-type: none"> <li>○ Must be PA-licensed (i.e., General</li> </ul> </li> </ul>

		Contractor License)
4.	QUALIFICATIONS:	<ul style="list-style-type: none"> <li>A. Experience with multi-prime construction projects for municipalities, preferably a public works garage.</li> <li>B. Experience with construction of new Pre-Engineered Metal Buildings</li> <li>C. Experience with construction of projects with similar scale and cost to this project.</li> <li>D. Must be able to work with other trades to complete the project on-time and on-budget.</li> <li>E. Ability to create and adhere to a project schedule such as a Gantt Chart and provide project status reports on a periodic basis.</li> <li>F. Ability to complete timely permit applications with the City's L&amp;I Department.</li> <li>G. Safety record in good standing.</li> <li>H. Ability to follow and adhere to OSHA Standards.</li> <li>I. Ensure environmental compliance.</li> <li>J. Solution-oriented mindset with a teaming touch including the ability to partner with the City to follow processes (changes, delays, etc.)</li> <li>K. Other, as outlined in the Bidder Profile and Qualifications Questionnaire in PennBid.</li> </ul>
5.	PREVAILING WAGE REQUIREMENTS:	<ul style="list-style-type: none"> <li>• Must pay Davis-Bacon Prevailing Wages. See Exhibit E for more information.</li> </ul>
6.	BID DOCUMENTS	<ul style="list-style-type: none"> <li>A. Bidders must register on the PennBid platform to obtain access to the bid documents and all modifications to the bid documents. (See Bidder Instructions for additional information).</li> <li>B. Bidders shall use complete Bidding Documents in preparing Bids. Neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete Bidding Documents.</li> </ul>

		C. All other supplemental items indicated in Article 3 AIA document A701-2018. Items outlined in this document superseded any conflicting information in the draft AIA document provided for reference.
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## C. BIDDER INSTRUCTIONS - HOW TO RESPOND TO THIS SOLICITATION

Thank you again for your interest in bidding for this opportunity. We appreciate your organization's time and effort to respond to our municipality needs.

The City of Chester utilizes PennBid to aggregate, manage and communicate with registered bidders. Any vendor/company/non-profit can register with PennBid, **for free**, by clicking on the "Register" button in the upper right hand corner at [PennBid](#).

Please note, your company, as a bidder, must register with PennBid to retrieve all bid documents and to be able to submit bid proposals/inquiries/clarifying questions. For questions regarding registration please contact the PennBid team at 610-693-4769 or go to <https://PennBid.net/vendor-bidder-information/>

### SUBMISSION AND UPLOAD REQUIREMENTS

It is required that your response is submitted using the PennBid portal. The system will time stamp and confirm receipt of submissions. Please note, all bid responses, supporting documents, and required signed acknowledgements must be uploaded, saved, and submitted via the PennBid platform. The City will not accept paper submissions for this bid.

We understand and appreciate that bid responses may be time consuming. This is, however, Public Sector Procurement (Municipality Government), and the City must comply with grant/other regulations as stewards for our residents.

### GUIDE FOR SUBMISSIONS

Please use the illustration on the next page as your guide to respond to this opportunity.

<p style="text-align: center;"><b>IMPORTANT:</b></p> <p>The following illustration highlights what the City is expecting from each BIDDER and the suggested format for the BIDDER'S response to this Request for Proposal. BIDDERS are encouraged to use the following as a guide / checklist for their individual submissions. All documents can be found under the <b>Public Files</b> tab within PennBid for this solicitation. <b>All submissions must be submitted electronically via PennBid. Documents must be uploaded individually to ensure all required documents are included to validate your proposal and ensure grant compliance. This also expedites the contract process should your proposal be awarded.</b></p>			<p style="text-align: center;"><b>PennBid Cross Reference Points</b></p> <p style="text-align: center;"><b>(when you are in PennBid)</b></p>	
FOR YOUR SUBMISSION	DESCRIPTION	"SUGGESTED" PAGE LENGTH	Header Name	Header Item
1. REQUIRED	<p>BIDDER PROFILE AND QUALIFICATIONS QUESTIONNAIRE (<i>EXCEL PROVIDED BY CITY, LISTED UNDER "QUESTIONNAIRES"</i>)</p> <ul style="list-style-type: none"> <li>INSTRUCTIONS: Simple to populate, save, upload with your PennBid electronic submission. This tells the City about you/your firm and serves as a job application.</li> </ul>	N/A	Acknowledgements	5
2. REQUIRED	<p>PRICING TABLE (<i>EXCEL PROVIDED BY THE CITY, LISTED UNDER "BID TABLES"</i>)</p> <ul style="list-style-type: none"> <li>INSTRUCTIONS: Simply populate this easy spreadsheet that summarizes the base, alternates, and unit pricing of your proposal.</li> </ul>	N/A	Pricing	N/A
3. REQUIRED	<p>BID BOND - equal to 10% of your bid proposal (<i>PDF PROVIDED BY THE CITY</i>)</p> <ul style="list-style-type: none"> <li>INSTRUCTIONS: Simple to populate, sign, notarize, scan and upload with your electronic PennBid submission.</li> </ul>	N/A	Supporting Documents	1
4. REQUIRED	<p>CONSENT OF SURETY including these: (<i>PDF PROVIDED BY THE CITY</i>)</p> <ul style="list-style-type: none"> <li>Certificate of Authority - Commonwealth of Pennsylvania Insurance Department</li> <li>Bonding Company notarized Power of Attorney</li> <li>Bonding Company Statement of Financial Assets</li> </ul> <ul style="list-style-type: none"> <li>INSTRUCTIONS: Obtain these critical documents from your bonding company. Scan and upload with your electronic PennBid submission.</li> </ul>	N/A	Supporting Documents	2

5. REQUIRED	<p>NON-COLLUSION AFFIDAVIT (<a href="#">PDF PROVIDED BY THE CITY</a>)</p> <ul style="list-style-type: none"> <li>INSTRUCTIONS Download, simple to populate, sign, scan, and upload with your PennBid electronic submission. This document substantiates the integrity of the bid.</li> </ul>	N/A	Supporting Documents	3
6. REQUIRED	<p>PUBLIC WORKS EMPLOYMENT VERIFICATION FORM (<a href="#">PDF PROVIDED BY THE CITY</a>)</p> <ul style="list-style-type: none"> <li>INSTRUCTIONS: Download, simple to populate, sign, scan, and upload with your PennBid electronic submission.</li> </ul>	N/A	Supporting Documents	4
7. REQUIRED	<p>CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM (<a href="#">PDF PROVIDED BY THE CITY</a>)</p> <ul style="list-style-type: none"> <li>INSTRUCTIONS: Download, simple to populate, sign, scan and upload with your electronic PennBid submission.</li> </ul>	N/A	Supporting Documents	5
8. REQUIRED	<p>CONFLICT OF INTEREST FORM (<a href="#">PDF PROVIDED BY THE CITY</a>)</p> <ul style="list-style-type: none"> <li>INSTRUCTIONS: Download, simple to populate, sign, scan, and upload with your PennBid electronic submission.</li> </ul>	N/A	Supporting Documents	6
9. REQUIRED	<p>ACORD CERTIFICATE OF INSURANCE (The standard ACORD Certificate that highlights all of your current business insurance coverages with the "City of Chester 1 E. 4th St. Chester, PA 19013" sited in the Certificate Holder section at bottom of form) For example and where applicable, :</p> <ol style="list-style-type: none"> <li>Commercial General Liability Insurance</li> <li>Professional Liability Insurance</li> <li>Workers Compensation Insurance (if you have employees, you must have)</li> <li>Public Liability and Property Damage Insurance</li> <li>Automobile Bodily Injury and Property Damage Insurance</li> <li>Umbrella Insurance</li> </ol> <ul style="list-style-type: none"> <li>INSTRUCTIONS: Every insurance company provides an ACORD. Just ask your insurance company. Upload with your PennBid electronic submission.</li> </ul>	N/A	Supporting Documents	7
10. REQUIRED	<p>SUBCONTRACTOR DECLARATION FORM (<a href="#">PDF PROVIDED BY THE CITY</a>)</p> <ul style="list-style-type: none"> <li>INSTRUCTIONS: Download, simple to populate, sign, scan and upload with your electronic PennBid submission. NOTE: If there are no subcontractors, please indicate accordingly on this form.</li> </ul>	N/A	Supporting Documents	8

11. REQUIRED	<p>STATEMENT OF BIDDER QUALIFICATIONS QUESTIONNAIRE RESPONSES <a href="#">(PDF PROVIDED BY CITY)</a></p> <ul style="list-style-type: none"> <li>INSTRUCTIONS: Download, simply read, complete, sign, scan, and upload with your PennBid electronic submission.</li> </ul>	N/A	Supporting Documents	9
12. REQUIRED	<p>CERTIFICATION OF NONSEGREGATED FACILITIES AND NON-EMPLOYMENT OF ILLEGAL ALIEN LABOR <a href="#">(PDF PROVIDED BY CITY)</a></p> <ul style="list-style-type: none"> <li>INSTRUCTIONS: Download, simply read, complete, sign, scan, and upload with your PennBid electronic submission.</li> </ul>	N/A	Supporting Documents	10
13. REQUIRED	<p>CERTIFICATE AS TO CORPORATE PRINCIPAL <a href="#">(PDF PROVIDED BY CITY)</a></p> <ul style="list-style-type: none"> <li>INSTRUCTIONS: Download, simply read, complete, sign, scan, and upload with your PennBid electronic submission.</li> </ul>	N/A	Supporting Documents	11
14. REQUIRED	<p>WORKERS COMPENSATION ACKNOWLEDGEMENT <a href="#">(PDF PROVIDED BY CITY)</a></p> <ul style="list-style-type: none"> <li>INSTRUCTIONS: Download, simply read, comprehend, sign, scan, and upload with your PennBid electronic submission.</li> </ul>	N/A	Acknowledgements	1
15. REQUIRED	<p>SEXUAL HARASSMENT AND NON-DISCRIMINATION ACKNOWLEDGEMENT <a href="#">(PDF PROVIDED BY CITY)</a></p> <ul style="list-style-type: none"> <li>INSTRUCTIONS: Download, simply read, comprehend, sign, scan, and upload with your PennBid electronic submission.</li> </ul>	N/A	Acknowledgements	2
16. REQUIRED	<p>DEBARMENT AND SUSPENSION ACKNOWLEDGEMENT <a href="#">(PDF PROVIDED BY CITY)</a></p> <ul style="list-style-type: none"> <li>INSTRUCTIONS: Download, simply read, comprehend, sign, scan, and upload with your PennBid electronic submission.</li> </ul>	N/A	Acknowledgements	3
17. REQUIRED	<p>QUANTITIES OF WORK ACKNOWLEDGEMENT <a href="#">(PDF PROVIDED BY CITY)</a></p> <ul style="list-style-type: none"> <li>INSTRUCTIONS: Download, simply read, complete, sign, scan, and upload with your PennBid electronic submission.</li> </ul>	N/A	Acknowledgements	4

OPTIONAL, AND ONLY IF APPLICABLE	Upload DIVERSE BUSINESS ENTERPRISE Certificate (If applicable) <ol style="list-style-type: none"> <li>1. Minority-owned Enterprise (MBE)</li> <li>2. Women-owned enterprise (WBE)</li> <li>3. Small-business enterprise (SBE)</li> <li>4. Disadvantaged business enterprise (DBE)</li> <li>5. Veteran-owned business enterprise (VBE)</li> <li>6. Service-disabled veteran-owned business enterprise (SDVBE)</li> <li>7. Etc.</li> </ol>	N/A	Supporting Documents	13
OPTIONAL, AND IF APPLICABLE	ALL OTHER: Upload any other optional documents you would like to submit in support of your proposal.	N/A	Supporting Documents	14
<b>VERY IMPORTANT:</b>	<b>As a result of the above outline, each bid submission requires a <u>minimum of 17 documents (as listed above)</u>. Failure to provide this 17-document minimum with your electronic submission may result in a non-response status.</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>



### III. MASTER

This section applies to all City of Chester issued RFPs and RFQs and solicited BIDDERS

#### A. DEFINITIONS

1. AWARDED BIDDER - The BIDDER who won the BID to advance to a contract with the CITY to perform the products and services set forth herein.
2. CITY - Wherever the word "CITY" is used, it shall be understood to mean the City of Chester, Pennsylvania. The CITY of Chester follows Third Class City Code of the Commonwealth of Pennsylvania and the procurement practices outlined in the Purchasing Policy and Procedure adopted by City Council on 5/25/2022.
3. PROJECT NAME - The City will assign/reference a Project Name. Project Name shall be understood to mean products and services to be provided to the City's PROJECT NAME project.
4. PROJECT - Wherever the word "PROJECT" it shall be understood to mean any undertaking, carried out individually or collaboratively that is carefully planned to achieve a particular aim. All PROJECTS have a start date and end date.
5. PROJECT LEAD - Wherever the word "PROJECT LEAD" is used, it shall be understood to mean the specific person in the City of Chester or his/her duly appointed successor, or representative, to be managing the project and is acting within the scope of the duties entrusted to them. Other than the City Purchasing and Procurement Manager, no other City officer or employee is authorized to order supplies or services, enter into purchase negotiations, or in any way obligate the government of the City of Chester for indebtedness unless authorized by the Project Lead/Purchasing and Procurement Manager.
6. BID - Wherever the word "BID" it shall be understood to mean the PROJECT NAME and BID NUMBER.

7. **BIDDER** - Wherever the word “BIDDER” it shall be understood to mean an interested and eligible third party individual or business entity that submits a proposal, qualification, or submittal that seeks to enter into a contract with the CITY to perform the duties set forth in the BID.
8. **BID NUMBER** - Wherever the word “BID NUMBER” it shall be understood to mean the reference number assigned by the City to track activity relative to a given bid opportunity.
9. **DEFAULT** - Wherever the word “Default” is used it shall be understood to mean the BIDDER’s inability to comply with the terms and conditions as set forth in the Invitation to Bid, Quote, Contract or Purchase Order. This is inclusive of, but not limited to, the Bid/Proposal/Quote pricing and Contract Term and any arrears that may be due and owing to the City.
10. **LOCAL FIRM** - a firm based/headquartered in the City of Chester.
11. **DIVERSE BUSINESS ENTERPRISE** A Diverse Business can be a Minority Business Enterprise (MBE), a Women Business Enterprise (WBE) or a Disadvantaged Business Enterprise (DBE). These business classifications require a certification by a certifying body and a physical certificate demonstrating evidence of such.
12. **PURPOSE**  
This bid opportunity was issued by the City for the purpose/intent of contracting with a vendor to perform the services outlined in the scope of work. This is not a CONTRACT.  
  
The AWARDED BIDDER will be presented a separate CONTRACT with its own terms and conditions.

## **B. ADDENDA**

1. Changes to this RFP after the posting date, that have a material effect, shall be communicated via PennBid Public Notice - Addenda.
2. It shall be the responsibility of each BIDDER to ensure that their submission includes the required documents, and required acknowledgements as outlined in the Bidder Instructions table above.
3. No addendums will be issued fourteen (14) calendar days prior to bid closing.

4. Failure to acknowledge all supporting documents, acknowledges and addenda may result in rejection of a proposal as non-responsive.

## C. AUTHORITY

The PROJECT LEAD/PROCUREMENT COORDINATOR, the designee of the Chief of Staff (COS), and the COS, shall have dual responsibility and authority for negotiating, placing, and when necessary, modifying each and every invitation to bid, purchase order or other award issued by the City of Chester for this PROJECT. Any purchases contrary to these provisions and authorities shall be void and the City shall not be bound thereby.

## D. AUTHORIZATION TO DELIVER MATERIAL OR SERVICES

All purchases must be properly authorized in writing and in advance. Contractors/Vendors must first obtain written permission and are prohibited from shipping any merchandise or providing any services prior to receiving an official award letter, notice to proceed, a purchase order number, from the PROJECT LEAD/PROCUREMENT COORDINATOR. The CITY will be under no obligation to pay for merchandise delivered or services provided resulting from violation of this rule.

## E. AWARD CRITERIA

1. The award will be made to the lowest cost, most responsible, BIDDER whose BID response conforms to the invitation and will be most advantageous to the City of Chester.
2. The City reserves the right to reject any or all offers and to waive informalities and minor irregularities in offers received.
3. All bids, contracts and engagement contracts are subject to Council approval by resolution at a public meeting.
4. The City of Chester will only award contracts to equal opportunity employers.
5. The date on which City Solicitor has a fully-executed contract shall be known as the Official Award Date.

6. The City will notify all bidders of the award and return BID sureties (if applicable) to all but the successful BIDDER.
7. An official written INTENT TO AWARD NOTIFICATION will be issued by the City to the AWARDED BIDDER
8. The AWARDED BIDDER has forty-five (45) days from the approved Council Resolution date to enter into a fully executed contract with the City, or forfeit, as liquidated damages, the Bid Security and/or the City reserves the right to rescind the award.
9. The City reserves the right to award by item, by section or group, or in its entirety depending on the best interest of the City of Chester.
10. The fully executed Contract Terms and Conditions will preside over the project and all contracts and invoices are subject to Council approval in a public meeting.
11. By submitting a proposal in response to the City's solicitation, the AWARDED BIDDER hereby consents to a background check that the City, in the exercise of its sole but reasonable discretion, may deem appropriate to conduct, including, without limitation, a financial history, a credit check, a criminal history check, a litigation history check and a judgment, judgment lien, tax lien and bankruptcy search of the AWARDED BIDDER. The AWARDED BIDDER agrees to release and hold harmless the City from any and all claims in any way arising from such a background check conducted by the City or its agents of the AWARDED BIDDER. The City reserves the right to reject any and all responses to the City's solicitation in the event the results of any such background check are found to be unsatisfactory to the City in the City's sole discretion. The City shall keep all information derived from the background check confidential and shall only use such information for the purposes of City solicitations.

## F. BID PREPARATION AND SUBMISSION

### 1. SUBMISSIONS

- A. Paper submissions will NOT be accepted.
- B. All bid responses must be submitted electronically via PennBid.
- C. No bid may be considered if received after the time and date posted on PennBid.
- D. BIDDERS are expected to examine all instructions, specifications, drawings, sites, installation, etc. Failure to do so will be at the BIDDER'S risk.
- E. The City reserves the sole right to outright reject any bid that fails to fully follow all instructions, specifications, drawings, sites, installations, etc. described in this document.
- F. Changes to BIDS are accepted up to the PennBid Bid Closing Date.
- G. In the event of none or only one vendor submission to this bid solicitation, the City may extend the bidding window through an addenda or cancel, refine and rebid at a later unspecified time. The City understands that having only one vendor submission does not provide a comparative scenario or an optimal bidding scenario. However, the City may also consider awarding a one-and-only submission, provided the City has exhausted all resources for solicitation of this bid, has performed a proper vetting of the single submission with an evaluation committee, and/or consideration of the project circumstances (criticality, timing, etc.) to meet the needs of the City. In summary, having a one-and-only submission does not constitute a reject and rebid, and a one-and-only submission may/can be awarded.

## 2. BIDS BINDING 90 DAYS

Unless otherwise specified, all formal bids submitted shall be binding for ninety (90) calendar days following the bid due date and may be extended at the agreement of both parties.

## 3. COMMUNICATIONS DURING SOLICITATION PROHIBITION

All questions and answers regarding this solicitation must be posted by the Q&A deadline via PennBid via the "Messages" menu tab, followed by the "Public Q&A" tab.

Unless otherwise stated in this document, communicating with City employees, or elected officials regarding requests for proposals, requests for qualifications, bids, or contracts by

the BIDDERS or any member of the BIDDER'S company, an agent of the BIDDER, or any person employed by any legal entity affiliated with or representing an organization that is responding to the requests for proposals, requests for qualification, bid or contract is strictly prohibited.

#### 4. MUNICIPALITY PROPERTY

- A. All information submitted becomes property of the City of Chester upon submission. The City of Chester reserves the right to issue supplemental information or guidelines relating to this bid opportunity as well as make modifications to the bid opportunity or withdraw/cancel this bid opportunity.
- B. The cost of preparing, submitting and presenting a proposal is the sole expense of the BIDDER.
- C. The City of Chester reserves the right to reject any and all proposals received as a result of this solicitation, to negotiate with any qualified source, to waive any formality and any technicalities or to cancel this RFP in part or in its entirety if it is in the best interest of the City of Chester.
- D. This solicitation of proposals in no way obligates the City of Chester to award a BIDDER or award a contract.

### H. CONTROLLING LAW

This Invitation to Bid is governed by and will be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania without regard to any conflict of laws provisions. Venue for any disputes shall be in the Court of Common Pleas of Delaware County, Pennsylvania.

### I. DEFECTIVE OR DAMAGED WORK

Any defective or damaged work found to exist prior to approval of final payment shall be promptly corrected or removed and replaced with non-defective work by the AWARDED BIDDER at no expense to the City. Upon failure of the AWARDED BIDDER to correct the deficiency within thirty (30) business days, the City may correct the same and deduct the costs from any monies due the AWARDED BIDDER.

### J. GUARANTY

- 1. The AWARDED BIDDER shall guarantee that all the materials used, and all the work done under the contract shall fully comply with the

requirements of the plans, specifications, scope of work and the instruction of the City.

2. All expenses covering return or replacement of defective or improper merchandise will be assumed by the AWARDED BIDDER. In no instance shall the AWARDED BIDDER refer the City to any distributor or manufacturer for settlement of any claim arising from defective or improper merchandise. If the AWARDED BIDDER shall fail to replace or repair any defective or improper merchandise within thirty (30) days from date of notice, the City may make the necessary corrective arrangements to reimburse the City in such an instance. Samples of any warranties or guarantees which will apply to the goods being offered for sale shall be included as part of the bid.
3. Any defects in the completed work or any failure of the AWARDED BIDDER to fully perform or endure the service for which is intended, which in the opinion of the City are caused by or due to the use of materials, skill or workmanship not in compliance with the said plans, specifications and instructions, that may appear in the work within a period of twelve (12) months after acceptance by the City, shall be regarded as prima facie and conclusive evidence that the AWARDED BIDDER has failed to comply with the said specifications, plans and instructions. The AWARDED BIDDER in this event shall, at his own expense, at such time and in such manner as the PROJECT LEAD may direct, repair or take up and reconstruct any such defective work in full compliance with the original specifications, plans and instructions. The repairs required to be made by the AWARDED BIDDER shall extend only to making good any inherent defects which become manifested in the materials and workmanship under ordinary conditions and shall not be held to cover any breakage or damage caused by improper use or by accident resulting from circumstances over which the AWARDED BIDDER has no control.

## **K. INDEMNIFICATION**

1. The AWARDED BIDDER shall assume all risks and responsibilities for casualties of every description in connection with the work, except that he shall not be held liable or responsible for delays or damage to the work caused by acts of God, acts of public enemy, acts of government, quarantine restrictions, general strikes throughout the trade, or by freight embargoes not caused or participated in by the Contractor. The AWARDED BIDDER shall have charge and control of the entire work until completion and acceptance of the same by the City.
2. The AWARDED BIDDER shall alone be liable and responsible for, and shall pay for, any and all loss or damage sustained by any person or party, either during the performance or subsequent to the completion of the work under this agreement, by reason of injuries to persons and damage to property, buildings and adjacent work, that may occur either during the performance of the work covered by this contract or that may be sustained

as a result of or in consequence thereof, irrespective of whether or not such injury or damage be due to negligence or the inherent nature of the work.

3. The AWARDED BIDDER shall bear all losses resulting from the amount or character of the work being different, or because the nature of the premises on which the work is done is different from what was expected, or on account of the weather, or similar other causes; and he shall assume the defense of and indemnify and hold harmless the City, its employees, agents, officials, representatives, attorneys, and assigns from any and all liability, both negligent and non-negligent, arising directly or indirectly out of all activities conducted in connection with this project and/or the performance hereof, including but not limited to payment of all fees for its/their attorneys and all incidental litigation expenses in the event the City or any of its employees, agents, officials, representatives, attorneys, and assigns are sued upon a claim emanating or supposedly emanating from the execution and/or performance thereof, whether or not the City or any of its employees, agents, officials, representatives, attorneys, and assigns are held liable. This agreement shall be binding on the parties hereto, their heirs, successors and assigns.

## L. INSURANCE

The AWARDED BIDDER, prior to commencing work, shall provide at the request of the City, and at its own expense, the following insurance to the City of Chester as evidenced for the project duration.

1. Certificates of Insurance, ONLY if the insurance policy includes a provision that specifically references a certificate of insurance as a means to effect coverage and actually require the issuance of a certificate to trigger insured status with this particular endorsement. Both the endorsement and the certificate are required.

Or

2. Provide the Certificate of General Liability (CGL) policy so that the City of Chester can confirm that there is sufficient coverage as an additional insured under the existing policy showing that any person(s) or organization(s) shown in the Schedule is also an additional insured, then the COI along with the policy are acceptable.

Or

3. Separate Additional Insured Endorsement naming the City of Chester and Colliers Engineering and Design Inc. as additional insured.

And/Or

4. The City reserves the right to request additional sureties, declarations, disclosures, coverages, liquidated damages, documentation,



verification, etc. at the time of contract development that may have not been included in this solicitation.

## M. OBSERVANCE OF LAWS

1. The AWARDED BIDDER at all times shall observe and comply with all federal, state and city laws, bylaws, ordinances and regulations in any manner affecting the conduct of the work or applying to employees on the project, as well as all orders or decrees which have been promulgated or enacted, by any legal bodies or tribunals having authority or jurisdiction over the work, materials, employees or contract.

## N. INFORMATION AND CONDITIONS

### 1. INTENT

The purpose of this invitation/solicitation is to:

- A. obtain proposals from qualified businesses and/or individuals
- B. obtain a minimum amount of information from qualified businesses and/or individuals to make an informed business decision
- C. select a BIDDER to enter into a contract that provides scope of work, a budget, a work plan (schedule).
- D. award to the lowest, most responsible, qualified BIDDER

### 2. QUALIFICATION OF BIDDERS

- A. All BIDDERS must complete and submit the VENDOR PROFILE AND QUESTIONNAIRE. This document serves like a job application for the project.
- B. Where applicable, the professional resumes or qualifications of the specified persons who will be performing the requested services for the City of Chester.
- C. By submitting a proposal, it shall be deemed that the BIDDER agrees, acknowledges, and understands the scope of the project, and has read and understands all the supporting documents, acknowledgements, etc. of this bid opportunity.
- D. If and where applicable, BIDDERS shall identify their principal subcontractors and cannot change subcontractors without prior written approval of the municipality.

## O. CONTRACT TERMINATION

1. The City of Chester reserves the right to terminate any contract if work is not performed in accordance with the provisions of this BID.
2. The BIDDER should read requirements listed in the BID carefully to ensure that the BIDDER is able to meet the needs of the City.

## P. ACCESS TO ACCOUNTING AND PAYROLL RECORDS

1. The BIDDER shall keep detailed accounting records including records related to hours worked by BIDDER employees and/or subcontractors.
2. The BIDDER shall, upon request from the City, afford full access to the Contractor's records and the City expects the Contractor to preserve records for a period of not less than two (2) years following the termination or fulfillment of the Contract.

## Q. DIVERSE BUSINESS PROPOSAL

1. Preferred, not required. If and where applicable, each BIDDER should include a Diverse Business Proposal that includes any plans to utilize certified diverse businesses as subcontractors.
2. Preferred, not required. If and where applicable, BIDDERS should include with its Proposal, a Letter of Intent (LOI) signed by both the BIDDER and each of the Diverse Business identified in the Proposal. At a minimum, the Letter of Intent must include the following:
  - a. The fixed numerical percentage commitment and associated estimated dollar value of the commitment made to the Diverse Business;
  - b. A description of the services or supplies the DIVERSE BUSINESS will provide;
  - c. The timeframe during the initial contract term and any extensions, options and renewals when the DIVERSE BUSINESS will perform or provide the services and/or supplies;
  - d. The name and telephone number of the Proposer's point of contact for DIVERSE BUSINESS participation;
  - e. The name, address, and telephone number of the primary contact person for the DIVERSE BUSINESS; and A statement that the letter of intent is incorporated and will be incorporated in the executed subcontract with the DIVERSE BUSINESS;
  - f. A copy of the subcontractor's valid, third-party diverse business certification.
  - g. Each DIVERSE BUSINESS commitment that is credited by the City along with the overall percentage of DIVERSE BUSINESS commitments will become contractual obligations of the selected BIDDER to the DIVERSE BUSINESS upon execution of the contract with the City.

## R. ORAL PRESENTATIONS (Optional)

If the City requests oral presentations by short-listed bidders, committee members will score these presentations in accordance with the evaluation criteria, based on the additional information and clarification received in this phase. Oral presentations may be in-person, virtual, or a combination. Since oral presentations may not be required, Bidders are encouraged to submit complete information with their proposals. Please note that a date for presentations has not been set and will be determined at a later time if, and only if, presentations are needed.

## IV. EXHIBITS

### Exhibit A: Drawings

The pdf file is located under the Public Files tab in PennBid (entitled, “Exhibit A”).

## Exhibit B: Specifications Volume I: Sections 01 through 14

The pdf file is located under the Public Files tab in PennBid (entitled, “Exhibit B”).

## Exhibit C: Specifications Volume II: Sections 21 through 23

The pdf file is located under the Public Files tab in PennBid (entitled, “Exhibit C”).

## Exhibit D: Specifications Volume III: Sections 26 through 33

The pdf file is located under the Public Files tab in PennBid (entitled, “Exhibit D”).

## Exhibit E: Davis-Bacon Prevailing Wage Table

The pdf file is located under the Public Files tab in PennBid (entitled, “Exhibit E”).



## Exhibit F: Federal and Pennsylvania State Laws for Federally-Funded Public Works Garage Projects

The pdf file is located under the Public Files tab in PennBid (entitled, “Exhibit F”).

## Exhibit G: Key Milestones - Estimated Project Schedule

The pdf file is located under the Public Files tab in PennBid (entitled, “Exhibit G”).

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, THAT WE,  
as PRINCIPAL, and \_\_\_\_\_ as SURETY, are held  
and firmly bound unto the \_\_\_\_\_ (hereinafter called the  
OWNER), in the penal sum of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_) lawful money  
of the United States, for payment of which sum well and truly to be made, we bond ourselves, our heirs, executors,  
administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying Bid  
dated \_\_\_\_\_ for \_\_\_\_\_.

NOW, THEREFORE, if the Principal shall not withdraw said Bid within the time specified therein after the opening of  
the same, and shall within ten (10) days after the Principal is notified by the Owner of the award of such Contract to him,  
enter into a written contract with the Owner, in accordance with the Bid as accepted; and give bond with good and  
sufficient surety or sureties as may be required for the faithful performance and proper fulfillment and labor supplied, if  
required in said Contract; or in event of the withdrawal of said Bid within the period specified, or the failure to enter into  
such Contract and give such bonds within the time specified if the Principal shall pay the Owner the difference between  
the amount specified in said Bid and the amount for which the Owner may procure the required materials or supplies, or  
both, if the latter amount of the former, together with any other expenses and costs that may have been incurred by the  
Owner, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above bonded parties have executed this instrument under their several seals this  
\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents  
duly signed by its undersigned representative, pursuant to authority of its governing body.

WITNESSED BY:

\_\_\_\_\_

(Individual Principal)

Business Address:

ATTEST:

\_\_\_\_\_  
Corporate Principal

Corporate Surety

By:

SEAL

(Power of Attorney for person signing for Surety Company must be attached to bond.)

## CONSENT OF SURETY

Known all men by these presents, that for and in consideration of the sum of \_\_\_\_\_

lawful money of the United States of America, the receipt whereof is hereby acknowledged, paid

the undersigned corporation, and for other valuable consideration, the

---

Name of Bonding Company

Organized and existing under the laws of the State of \_\_\_\_\_ and licensed to do business in the State of Pennsylvania,

Certifies and agrees, that if the contract for the New Public Works Garage and Salt Shed, RFP 2025-010,

For the City of Chester, Delaware County, Pennsylvania

Is awarded to \_\_\_\_\_  
Bidder Company Name

The undersigned corporation will execute the bond or bonds as required of the contract documents and will become Surety in the full amount set forth in the contract documents for the faithful performance of all obligations of the Contractor

Signed and Sealed this \_\_\_\_\_ day of the month of \_\_\_\_\_ in the year \_\_\_\_\_

Bonding Company Signature: \_\_\_\_\_

Signatory's Title: \_\_\_\_\_

Seal:



## NON-COLLUSION AFFIDAVIT

PROJECT/PROPERTY LOCATION (STREET ADDRESS):

CONTRACT/PROJECT NUMBER:

This Non-Collusion Affidavit is material to any contract/purchase order awarded pursuant to this bid. According to Section 4507 of Act 57 of May 15, 1998, 62 Pa. C.S., ss 4507, governmental agencies may require Non-Collusion Affidavits to be submitted with any bids.

By submittal of a bid for the above referenced project and execution of this affidavit, the following statements are acknowledged:

- The price(s) and amount of bid have been arrived at independently and without consultation, communication or agreement with any other Contractor, potential Contractor or bidder.
- Neither the price(s), amount of this bid nor the approximate price(s) or amount of bid, have been disclosed to any other company or person who may be a Contractor or potential Contractor, nor will they be disclosed prior to this bid opening.
- No attempt has been made, or will be made, to induce any company or person to refrain from bidding on this contract or submit a proposal higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- This bid is made in good faith and not pursuant to any agreement or discussion with, or inducement from any company or person to submit a complementary or other noncompetitive bid.
- To my best knowledge, the Contractor, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
- The Contractor is not currently under suspension or review by the commonwealth, or any other Federal, State or Local Governmental entity. If certification cannot be made, a written explanation to support the inability of providing such shall be submitted with this bid.

LEGAL NAME OF CONTRACTOR OR CONSTRUCTION COMPANY (PLEASE PRINT):

AUTHORIZED REPRESENTATIVE (PLEASE PRINT):

TITLE:

*I state that I am authorized to make this affidavit on behalf of the above name Contractor or Construction Company and am the person responsible for submitting this bid and price(s) and amount included therein.*

SIGNATURE (AUTHORIZED REPRESENTATIVE):

NOTARY PUBLIC:

SWORN TO AND SUBSCRIBED

BEFORE ME THIS \_\_\_\_ DAY

OF \_\_\_\_\_, 20\_\_\_\_

MY COMMISSION EXPIRES:

\_\_\_\_\_

**The following information is to provide (at minimum) an overall explanation of non-collusion and the role/responsibility of entities desiring to participate in the bidding process for pending projects as advertised.**

- A Non-Collusion Affidavit must be executed by the person responsible (i.e; owner, employee, officer) for making decisions on price(s) and amount(s) quoted in the bid.
- Bid rigging and other efforts to restrain competition, and making 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 be aware of all bidding requirements and protocol. By signing this document, she or he must be assured that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder as to their responsibilities for the preparation, approval and/or submission of the bid.
- In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid proposal, and an affidavit be submitted separately on behalf of each party.
- The term "complementary bid" as used in the affidavit, incorporates the meaning commonly associated with its' use in the bidding process. This includes the knowing submission of bid amounts higher than the bid from another Contractor, any intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
- Failure to submit an affidavit with the bid proposal in compliance with these instructions may result in disqualification of the bid.



**Commonwealth of Pennsylvania**  
**Public Works Employment Verification Form**

Complete and return the form to the contracting Public Body prior to the award of the contract.

**Company Legal Name:** \_\_\_\_\_

**Doing Business As:** \_\_\_\_\_

*(if different from Legal Name)*

**Mailing Address:** \_\_\_\_\_

Street Address 1

Street Address 2

City

State

Zip Code

**Check one:**

☐

Contractor

☐

Subcontractor

**Contracting Public Body:** \_\_\_\_\_

**Contract/Project Number:** \_\_\_\_\_

**Project Description:** \_\_\_\_\_

**Project Location:** \_\_\_\_\_

**Date Enrolled in E-Verify (MM/DD/YYYY):** \_\_\_\_\_

As a contractor/subcontractor for the above referenced public works contract, I hereby affirm that as of today's date, \_\_\_\_\_, our company is in compliance with the Public Works Employment Verification Act ('the Act') through utilization of the federal E-Verify Program (EVP) operated by the United States Department of Homeland Security. To the best of my/our knowledge, all employees hired are authorized to work in the United States.

It is also agreed to that all public works contractors/subcontractors will utilize the federal EVP to verify the employment eligibility of each new hire within five (5) business days of the employee start date throughout the duration of the public works contract. Documentation confirming the use of the federal EVP upon each new hire shall be maintained in the event of an investigation or audit.

I, \_\_\_\_\_, authorized representative of the company above, attest that the information contained in this verification form is true and correct and understand that the submission of false or misleading information in connection with the above verification shall be subject to sanctions provided by law.

\_\_\_\_\_  
**Authorized Representative Signature**

\_\_\_\_\_  
**Date of Signature**

**Printed Name:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_ **Email:** \_\_\_\_\_



Chester City Hall, Municipal Building, 1 East 4th Street, Chester, Pennsylvania, 19013

## Campaign Contributions Disclosure Form

Page 1 of 2

Please note that legally disclosed campaign contributions do not automatically disqualify a bidder from participating as a contractor. The City of Chester must obtain this information as part of its procurement process.

1.	Has <b>your firm</b> made any contributions to the City of Chester?	Yes ____ No ____
2.	Has <b>your firm</b> solicited or served as an intermediary for any contributions?	Yes ____ No ____
3.	Has an officer, director, controlling shareholder, or partner of <b>your firm</b> solicited or served as an intermediary for any contributions?	Yes ____ No ____
4.	Has an <b>affiliate of</b> your firm made any contributions?	Yes ____ No ____
5.	Has an <b>affiliate of</b> your firm solicited or served as an intermediary for any contributions?	Yes ____ No ____
6.	Has an officer, director, controlling shareholder, or partner of a <b>for-profit affiliate of</b> your firm made any contributions?	Yes ____ No ____
7.	Has an officer, director, controlling shareholder, or partner of a <b>for-profit affiliate</b> of your firm solicited or served as an intermediary for any contributions?	Yes ____ No ____
8.	Has <b>your firm</b> or an <b>affiliate of</b> your firm business reimbursed another individual or business for a contribution that the individual or business has made?	Yes ____ No ____
9.	Has an officer, director, controlling shareholder, or partner of a for-profit business, or <b>of a for-profit affiliate</b> of your firm, reimbursed another individual or business for a contribution that the individual or business has made?	Yes ____ No ____
10.	Has a political committee controlled by <b>your firm</b> or by an <b>affiliate</b> of your firm, made any contributions?	Yes ____ No ____
11.	Has a political committee controlled by an officer, director, controlling shareholder, or partner of the for-profit business, or of a <b>for-profit affiliate of</b> your firm, made any contributions?	Yes ____ No ____





Chester City Hall, Municipal Building, 1 East 4th Street, Chester, Pennsylvania, 19013

## Campaign Contributions Disclosure Form

Page 2 of 2

For any "Yes" answers on the previous page, please provide the following details:

Name of Contributor	Relationship to Your firm	Recipient of the Contribution	Date	Amount (\$)

City of Chester Bid Number	
City of Chester Project Name	
Bidder Company Name	
Bidder Company Contact Name	
Title	
Signature	
Today's Date	
Email	
Phone	



Chester City Hall, Municipal Building, 1 East 4th Street, Chester, Pennsylvania, 19013

## Conflict of Interest Disclosure

### Page 1 of 2

Your company applied for a Contract or Program that may be part of one or more of the City of Chester's (hereinafter the "City") tax-funded projects or grant programs. Such projects and programs are subject to federal, state, or local laws prohibiting certain Conflicts of Interest, intended to assure the fair, equitable, and lawful use of public money. In awarding Grant funds or contracts for the sale or purchase of goods or services under a public bid or request for proposal, the City must request information to identify actual or potential conflicts. Under limited exceptions, the law may allow a waiver of a conflict. Bids and Proposals for Projects funded by taxes, including, but not limited to, any of the City's General, Special Revenue, Capital Project, or Neighborhood Service Funds require conflict disclosures and are subject to the City's procurement policies.

Programs, including, but not limited to, American Rescue Plan Act (ARPA), Community Development Block Grant (CDBG), or Emergency Solutions Grant (ESG), require conflict disclosures and are subject to separate rules and regulations prohibiting conflicts of interest. To identify actual or potential conflicts, the City requires Contract Vendors and Program Applicants to complete this Conflict-of-Interest Disclosure Form.

The purpose of this form is to identify potential vendors and applicants that may have a conflict under the rules and regulations. If the City determines a conflict exists, City staff will review the matter and, when authorized by law, process waiver requests under the requirements of a project or program. The City will make final Conflict of Interest determinations and process conflict waiver requests to federal or state agencies.

The Pennsylvania Ethics Act prohibits a public official or employee, or immediate family members (parent, spouse, sibling, or children) from benefiting, directly or indirectly, from a tax-funded contract or program. This includes any business or other entity where a public official, employee, or immediate family member may be employed, or hold any partial or full interest, or otherwise manage or control. Federal regulations prohibit any person responsible for deciding on any award of program funds from receiving program funds, directly or indirectly. This includes immediate family members and any business or other entity where a public official, employee, or immediate family member may be employed, or hold any partial or full interest, or otherwise manage or control. Under federal rules, immediate family includes a broad group of people and makes more entities subject to conflict rules, but also authorizes conflict waivers in limited circumstances. The rules vary by Program. **Grant Applicants, bidders, and those responding to any type of request for proposal must fully complete and sign the attached Disclosure form.**



Chester City Hall, Municipal Building, 1 East 4th Street, Chester, Pennsylvania, 19013

## Conflict of Interest Disclosure

### Page 2 of 2

Please provide, in detail, any personal and/or business relationships the bidder and their immediate family members hold with any employees, officers, elected officials or Receiver of the City of Chester, PA.

If there are not any relationships, please initial at bottom or write "No existing business or personal relationships," and complete the information at the bottom.

Please note that the existence of a relationship with a City of Chester employee, officer, elected official, or Receiver does not automatically disqualify your firm from providing services to the City of Chester.

\_\_\_\_\_ Initial here ONLY IF there are no existing personal and business relationships.

City of Chester Bid Number	
City of Chester Project Name	
Bidder Company Name	
Bidder Company Contact Name	
Signature	
Title	
Today's Date	
Email	
Phone Number	



Chester City Hall, Municipal Building, 1 East 4th Street, Chester, Pennsylvania, 19013

## SUBCONTRACTOR DECLARATIONS

Page 1 of 1

**NOTE: If there are no subcontractors, please write “NO SUBCONTRACTORS” and submit this form with your bid.**

The Bidder shall list below the names and business address of each Subcontractor who shall perform Work under this Bid in excess of one-half of one percent of the Contractor's Total Bid Price, and shall also list the portion of the Work which shall be done by such Subcontractor. After the opening of Bids, no changes or substitutions shall be allowed except as otherwise provided by law. The listing of more than one Subcontractor for each item of Work to be performed with the words "and/or" shall not be permitted. Failure to comply with this requirement shall render the Bid as non-responsive and may cause its rejection. Subcontractors on site without the proper documentation and insurance, as outlined in the Contract Documents will result in immediate dismissal.

Bidder Company Name:				
Subcontractor Name	Subcontractor Address	Work To Be Performed	Contractor License Number (If Applicable)	% of total Contract

**STATEMENT OF BIDDER'S QUALIFICATIONS/VENDOR QUESTIONNAIRE RESPONSES -  
RFP 2025-010 New Public Works Garage and Salt Shed - City of Chester, PA**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
(Name of Bidder)

By \_\_\_\_\_

Title \_\_\_\_\_

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

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

\_\_\_\_\_ being duly sworn deposes and says

that he/she is \_\_\_\_\_ of \_\_\_\_\_

\_\_\_\_\_ and that the answers to the

foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_

\_\_\_\_\_  
(Notary public)

My commission expires \_\_\_\_\_, 20\_\_

**CERTIFICATION OF NON-SEGREGATED FACILITIES  
AND NON-EMPLOYMENT OF ILLEGAL ALIEN LABOR**

The Bidder certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The Bidder certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location under his/her control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Employment Opportunity Clause in any contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he/she has obtained identical certifications from proposed subcontractors) prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Employment Opportunity Clause, that he/she will retain such certifications in his/her files.

The Bidder further certifies in accordance with Act 43 (PL May 11, 2006) that he/she shall not knowingly employ, or knowingly permit any of its subcontractors to knowingly employ, the labor services of an illegal alien.

In the event that the Bidder

- (a) knowingly employs or knowingly permits any of its subcontractors to knowingly employ, the labor services of an illegal alien; and
- (b) the Bidder or any of its subcontractors are sentenced under Federal law for an offense involving knowing use of labor by an illegal alien,

The Bidder shall be subject to penalty as prescribed in Pennsylvania Act 43 (PL May 11, 2006).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. § 1001.

Date: \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
(Name of Company)

Official Address  
(including ZIP CODE):

By: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Title)

Employer Identification Number \_\_\_\_\_

## CERTIFICATE AS TO CORPORATE PRINCIPAL

I, \_\_\_\_\_ certify that I am the  
*(Name in full)*

\_\_\_\_\_ of the Corporation  
*(Corporate Title)*

named as Principal in the within bond, that \_\_\_\_\_  
*(Signatory)*

who signed the said bond on behalf of the principal, was then

\_\_\_\_\_  
*(Signatory Corp. Title)*

of said corporation; that I know his/her signature, and his/her signature thereto is genuine; and that said bond was duly signed, sealed and attested to for and on behalf of said corporation by authority of this governing body.

By \_\_\_\_\_

Seal

Title \_\_\_\_\_



Chester City Hall, Municipal Building, 1 East 4th Street, Chester, Pennsylvania, 19013

## WORKER'S COMPENSATION ACKNOWLEDGEMENT

Page 1 of 1

I am aware of the provisions of Pennsylvania Labor Code which requires every employer to be insured against liability for Workers Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I shall comply with such provisions before commencing the performance of the Work of this Contract.

<b>Bidder Company Name:</b>	
<b>Bidder Company Contact Name:</b>	
<b>Title:</b>	
<b>Signature:</b>	
<b>Today's Date:</b>	





Chester City Hall, Municipal Building, 1 East 4th Street, Chester, Pennsylvania, 19013

## **Sexual Harassment / Non-Discrimination Acknowledgement**

### **Page 1 of 2**

<b>1.</b>	In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the Pennsylvania Human Relations Act (PHRA) and applicable federal laws, against any citizen of this commonwealth who is qualified and available to perform the work to which the employment relates.
<b>2.</b>	Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract.
<b>3.</b>	Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under the contract.
<b>4.</b>	Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the Public Employee Relations Act, Pennsylvania Labor Relations Act or National Labor Relations Act, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
<b>5.</b>	The Contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contracted services are performed shall satisfy this requirement for employees with an established work site.
<b>6.</b>	The Contractor and each subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
<b>7.</b>	The Contractor and each subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws, regulations and policies relating to nondiscrimination and sexual harassment. The Contractor and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Exhibit Enclosure 1 to Management Directive 215.16 Amended Page 1 of 2 Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers' subject to Title



Chester City Hall, Municipal Building, 1 East 4th Street, Chester, Pennsylvania, 19013

## Sexual Harassment / Non-Discrimination Acknowledgement

Page 2 of 2

	VII of the Civil Rights Act of 1964, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Contractor and each subcontractor shall, upon request and within the time periods requested by the commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the contracting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.
8.	The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.
9.	The Contractor's and each subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor and each subcontractor shall have an obligation to inform the commonwealth if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.
10.	The commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

### Bidder Representative Acknowledgement:

Signature:

Print Name:

Title:

Date:

Email:

Phone Number:

City of Chester Bid Number:

City of Chester Project Name:



Chester City Hall, Municipal Building, 1 East 4th Street, Chester, Pennsylvania, 19013

## Debarment or Suspension Acknowledgement

Page 1 of 1

The City of Chester is prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred, or whose owners / members / principals and certain employees are suspended or debarred.

Bidders must certify below that it and its owners/members/principals are not suspended or debarred under federal or state law and rule.

### Bidder Representative Acknowledgement:

<b>Bidder Company Name</b>	
<b>Bidder Company Contact Name</b>	
<b>Signature</b>	
<b>Title</b>	
<b>Date</b>	
<b>Email</b>	
<b>Phone Number</b>	
<b>City of Chester Bid Number</b>	
<b>City of Chester Project Name</b>	



Chester City Hall, Municipal Building, 1 East 4th Street, Chester, Pennsylvania, 19013

## QUANTITIES OF WORK ACKNOWLEDGEMENT

Page 1 of 1

The Quantities of Work or material stated in Unit or Lump Sum Price items of the Bid Form are supplied only to give an indication of the general scope of the Work; the Owner does not expressly or by implication agree that the actual amount of Work or material shall correspond therewith, and reserves the right before, at or after award to increase or decrease the amount of any Unit or Lump Sum Price item of the Work by an amount up to and including 25 percent of any Bid Item, without change in the Unit or Lump Sum Price, and shall have the right to delete any Bid Item in its entirety, up to 100 percent of the Bid Item, without change in other Unit or Lump Sum Prices, or to add additional Bid Items up to and including an aggregate total amount not to exceed 25 percent of the Contract Price. If there is Work required during Construction which is not listed as a Unit Price, however, similar Work is listed as bid items on Bid Form; the price for any Change Orders shall be in comparable relationship to the items listed on Bid Form.

<b>Bidder Company Name:</b>	
<b>Bidder Company Contact Name:</b>	
<b>Title:</b>	
<b>Signature:</b>	
<b>Today's Date:</b>	



Chester City Hall, Municipal Building, 1 East 4th Street, Chester, Pennsylvania, 19013

## **Federal and Pennsylvania State Laws for Federally-Funded Public Works Garage Projects**

This document outlines the major federal and Pennsylvania state laws and regulations that must be complied with in the planning and construction of a federally funded public works garage. It includes labor, environmental, safety, civil rights, and procurement-related compliance obligations.

<b>1. Federal Laws and Regulations</b>	<b>1</b>
Labor and Employment	1
Civil Rights and Non-Discrimination	1
Environmental Laws	1
Procurement and Funding	2
<b>2. Pennsylvania State Laws and Regulations</b>	<b>2</b>
Labor and Employment	2
Environmental Compliance	2
Building Codes and Accessibility	3
Historic and Cultural Resources	3
Safety and Health	3
<b>3. Additional Considerations</b>	<b>3</b>



Chester City Hall, Municipal Building, 1 East 4th Street, Chester, Pennsylvania, 19013

## Federal and Pennsylvania State Laws for Federally-Funded Public Works Garage Projects

This document outlines the major federal and Pennsylvania state laws and regulations that must be complied with in the planning and construction of a federally funded public works garage. It includes labor, environmental, safety, civil rights, and procurement-related compliance obligations.

### 1. Federal Laws and Regulations

#### Labor and Employment

**Davis-Bacon Act:** Requires payment of prevailing wages to laborers and mechanics on federally funded public works projects.

**Contract Work Hours and Safety Standards Act (CWHSSA):** Mandates overtime pay for work over 40 hours/week.

**Copeland “Anti-Kickback” Act:** Prevents contractors from coercing employees to give up wages.

**Fair Labor Standards Act (FLSA):** Addresses minimum wage, overtime pay, and child labor standards.

#### Civil Rights and Non-Discrimination

**Title VI of the Civil Rights Act of 1964:** Prohibits discrimination in federally assisted programs.

**Section 504 of the Rehabilitation Act of 1973:** Prohibits discrimination based on disability.

**Americans with Disabilities Act (ADA):** Requires accessible design for public facilities.

**Executive Order 11246:** Requires affirmative action and prohibits employment discrimination by federal contractors.

#### Environmental Laws

**National Environmental Policy Act (NEPA):** May require an Environmental Assessment (EA) or Environmental Impact Statement (EIS).

**Clean Water Act (CWA):** Regulates stormwater discharge and protection of waterways/wetlands.



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## **Federal and Pennsylvania State Laws for Federally-Funded Public Works Garage Projects**

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**Clean Air Act (CAA):** Requires compliance with air quality standards and state implementation plans.

**Endangered Species Act (ESA):** Protects threatened species and habitats.

**National Historic Preservation Act (NHPA) – Section 106:** Requires federal projects to consider impacts on historic resources.

### **Procurement and Funding**

**Uniform Guidance (2 CFR Part 200):** Establishes cost principles, procurement standards, and audit requirements for entities using federal funds.

**Buy America Act:** Requires use of U.S.-made steel, iron, and manufactured goods in transportation-related projects.

**Buy American Act:** Encourages purchase of American-made products for federally procured items.

## **2. Pennsylvania State Laws and Regulations**

### **Labor and Employment**

**Pennsylvania Prevailing Wage Act:** Applies to public works projects over \$25,000 funded by state or local government and mandates prevailing wages.

**Pennsylvania Human Relations Act:** Prohibits employment discrimination and requires equal opportunity hiring.

**Unemployment Compensation Law / Workers' Compensation Act:** Requires employers to carry unemployment and workers' compensation insurance.

### **Environmental Compliance**

**PA DEP Chapter 102 & 105 Regulations:** Covers erosion, sediment control, and water obstruction permits.

**NPDES Permits:** Required for stormwater discharge from construction activities.



Chester City Hall, Municipal Building, 1 East 4th Street, Chester, Pennsylvania, 19013

## **Federal and Pennsylvania State Laws for Federally-Funded Public Works Garage Projects**

This document outlines the major federal and Pennsylvania state laws and regulations that must be complied with in the planning and construction of a federally funded public works garage. It includes labor, environmental, safety, civil rights, and procurement-related compliance obligations.

**Act 2 – Land Recycling Program:** Governs cleanup and reuse of contaminated sites (brownfields).

**Act 101 – Recycling and Waste Reduction:** Applies if construction waste must be managed or recycled.

**PA Clean Streams Law:** Prohibits discharges that pollute Pennsylvania waters.

### **Building Codes and Accessibility**

**Uniform Construction Code (UCC):** Enforces Pennsylvania-adopted International Building Code standards.

**Accessibility Standards:** Enforces compliance with both ADA and Pennsylvania-specific rules.

### **Historic and Cultural Resources**

**Pennsylvania History Code:** Involves the PA Historical and Museum Commission for project impacts on historic resources.

### **Safety and Health**

**PA Department of Labor & Industry Regulations:** Enforces worker safety on construction sites alongside OSHA.

## **3. Additional Considerations**

**Local Zoning and Permitting:** Municipalities may have zoning, land use, and construction permit requirements.

**State Prevailing Wage Certification and Reporting:** Contractors must certify compliance and submit payroll records for state inspection.

**State and Federal Debarment Checks:** Contractors must not be debarred from public contracting.



Superseded General Decision Number: PA20240087

State: Pennsylvania

Construction Type: Building

County: Delaware County in Pennsylvania.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none"><li>Executive Order 14026 generally applies to the contract.</li><li>The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.</li></ul>
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none"><li>Executive Order 13658 generally applies to the contract.</li><li>The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.</li></ul>

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

2	02/28/2025
3	03/07/2025
4	03/21/2025

ASBE0014-002 05/01/2024

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (MECHANICAL- Duct, Pipe & Mechanical System Insulation).....	\$ 59.37	45.78

\* BOIL0013-008 01/01/2025

	Rates	Fringes
BOILERMAKER.....	\$ 55.00	35.48

BRPA0001-016 05/01/2024

	Rates	Fringes
BRICKLAYER (Including Pointing, Caulking, and Cleaning).....	\$ 48.70	31.42
MASON - STONE.....	\$ 48.40	31.95

BRPA0001-017 05/01/2024

	Rates	Fringes
TILE FINISHER.....	\$ 26.05	21.00
TILE SETTER.....	\$ 51.36	30.02

CARP0219-005 05/01/2024

	Rates	Fringes
MILLWRIGHT.....	\$ 53.54	36.94

CARP0251-004 05/01/2024

	Rates	Fringes
CARPENTER (Floor Laying - Hardwood, Carpet and Vinyl Only).....	\$ 50.52	30.88

CARP0255-008 05/01/2024

	Rates	Fringes
CARPENTER (Includes, Acoustical Ceiling Installation, Batt Insulation, Drywall Hanging, Metal Stud Installation, Firestopping, Form Work, Gutter Installation, Metal Flashing Installation, Metal Roof Installation, Scaffold Building and Siding Installation- Metal, Aluminum, and Vinyl).....	\$ 45.21	29.53

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CARP0474-004 05/01/2024

	Rates	Fringes
PILEDRIVERMAN.....	\$ 47.50	43.42

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ELEC0098-009 05/03/2021

	Rates	Fringes
ELECTRICIAN (Alarm Installation Only).....	\$ 52.31	43.44%+17.72

---

ELEC0126-008 06/03/2024

	Rates	Fringes
LINE CONSTRUCTION Lineman.....	\$ 62.54	34.25%+11.50

---

ELEC0654-005 06/03/2024

	Rates	Fringes
ELECTRICIAN (Includes HVAC/Temperature Controls Installation, Solar Panel Wiring and Installation; Excludes Low Voltage Wiring, Installation of Sound and Communication Systems and Alarm Installation).....	\$ 50.17	27.85%+24.79

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ELEV0005-002 01/01/2025

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 71.85	38.435+a+b

FOOTNOTES FOR ELEVATOR MECHANICS:

A. PAID VACATION: Employer contributes 8% of basic hourly rate for 5 years or more of service or 6% for 6 months to 5 years of service.

B. Eight Paid Holidays (provided employee has worked 5 consecutive days before and the working day after the holiday): New Years's Day; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day and the Friday after Thanksgiving Day, and Christmas Day.

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ENGI0066-047 07/01/2014

	Rates	Fringes
POWER EQUIPMENT OPERATOR Mechanic.....	\$ 28.37	15.66

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ENGI0542-034 05/01/2023

	Rates	Fringes
POWER EQUIPMENT OPERATOR		

Crane, Gradall, Bulldozer, Bobcat/Skid Steer/ Skid Loader, Grader/Blade, Loader, Paver (Asphalt, Aggregate, and Concrete), Backhoe/ Excavator/ Trackhoe, Boom, Concrete Pump, Crusher, Drill Rig Caissons, Milling Machine...	\$ 51.95	32.74
Hoist (Single Drum), Forklift (all types).....	\$ 47.87	31.53
Hoist (With Two Towers).....	\$ 51.95	32.74
Oiler, Articulating Truck Operator.....	\$ 44.85	30.65
Pump.....	\$ 51.95	32.74
Roller.....	\$ 47.87	31.53

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IRON0401-006 07/01/2024

	Rates	Fringes
IRONWORKER (Reinforcing and Structural).....	\$ 53.20	44.60

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LAB00135-001 05/01/2024

	Rates	Fringes
LABORER (Mason Tender- Brick)....	\$ 36.37	25.32

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LAB00413-007 05/01/2024

	Rates	Fringes
LABORER Common or General; Concrete Worker.....	\$ 35.85	25.32
Mason Tender- Cement/Concrete.....	\$ 36.37	25.32

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PAIN0021-029 05/01/2023

	Rates	Fringes
PAINTER Brush and Roller.....	\$ 41.24	28.10
Drywall Finisher.....	\$ 38.77	30.72
Spray.....	\$ 42.49	28.10

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PAIN0252-007 05/01/2022

	Rates	Fringes
GLAZIER.....	\$ 46.09	34.83

---

PLAS0008-003 05/01/2022

	Rates	Fringes
PLASTERER.....	\$ 38.57	32.19

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PLAS0592-037 05/01/2023

Rates	Fringes
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CEMENT MASON/CONCRETE FINISHER...	\$ 44.20	32.76
<hr/>		
PLUM0420-012 05/01/2024		
	Rates	Fringes
PIPEFITTER (Including HVAC Pipe and HVAC Unit Installation).....	\$ 70.32	42.78
<hr/>		
PLUM0420-013 05/01/2024		
	Rates	Fringes
PIPEFITTER Mechanical Equipment Serviceman (HVAC Pipe and Unit Installation Only).....	\$ 70.32	42.78
<hr/>		
PLUM0690-011 05/01/2023		
	Rates	Fringes
PLUMBER.....	\$ 64.73	37.21
<hr/>		
R00F0030-013 05/01/2021		
	Rates	Fringes
R00FER (Includes Waterproofing, Excludes Metal Roof Installation).....	\$ 40.33	32.62
<hr/>		
SFPA0692-003 01/01/2025		
	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 66.22	34.25
<hr/>		
SHEE0019-020 05/01/2024		
	Rates	Fringes
SHEET METAL WORKER (Includes HVAC Duct Installation).....	\$ 59.22	49.06
<hr/>		
FOOTNOTE: Paid Holiday: Election Day		
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* UAVG-PA-0036 01/01/2025		
	Rates	Fringes
ELECTRICIAN (Installation of Sound and Communication Systems Only).....	\$ 56.00	34.42
ELECTRICIAN (Low Voltage Wiring Only).....	\$ 54.87	34.49
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SUPA2011-045 08/20/2014		
	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 34.27	22.55

OPERATOR: Drill.....\$ 28.55	15.78
TRUCK DRIVER: Dump Truck.....\$ 21.31	0.00

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WELDERS – Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

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The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

#### Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

## Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE:

UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

## Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

## State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

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## WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter

d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to [davisbaconinfo@dol.gov](mailto:davisbaconinfo@dol.gov) or by mail to:

Branch of Wage Surveys  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to [BCWD-Office@dol.gov](mailto:BCWD-Office@dol.gov) or by mail to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to [dba.reconsideration@dol.gov](mailto:dba.reconsideration@dol.gov) or by mail to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210.

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END OF GENERAL DECISION"