

PROCUREMENT DEPARTMENT
Rm 120 Municipal Services Building
Philadelphia, PA 19102-1685
FAX: (215) 686-4716

CITY OF PHILADELPHIA

Trevor Day
Procurement Commissioner

November 2, 2016

BID NUMBER: S7Z62560
TITLE: Seal of Abandoned Laterals
DEPARTMENT: Various
DATE TO OPEN: November 02, 2016 at 10:30 AM

ADDENDUM # 1

TO ALL BIDDERS:

You are hereby notified of the following changes to the above mentioned bid:

The above referenced bid is postponed until November 28, 2016.

Attached find Procurement Department Specification Sealing of Abandoned Laterals #24-D-2d:16 which is part of S7Z62560.

Please sign, date and return this addendum with your bid to the Procurement Department, 1401 J.F.K Boulevard, Bid Room 170A, Philadelphia, PA 19102-1685 as it now becomes a part of the proposal.


S. Brown, Buyer

AUTHORIZED SIGNATURE

FIRM NAME (PRINT)

DATE

SB/ cw



**SEALING OF ABANDONED LATERALS
(DEMOLITION)**

1. CLASSIFICATION

This specification covers the procedures and the requirements to be met by the contractors who receive awards for sealing abandoned laterals for the City of Philadelphia.

2. APPLICABLE SPECIFICATIONS

In the event of a conflict between this specification and the Invitation and Bid, the Invitation and Bid shall take precedence.

3. REQUIREMENTS

All work performed as a result of the Invitation and Bid shall be under the general supervision of the contractor's Registered Master Plumber. The Contractor shall furnish all labor, material, and equipment necessary to seal the laterals of buildings being demolished by the City of Philadelphia.

3.1 Sewer trap(s) shall be removed at the curb lateral and shall be cement sealed at the point with a wing nut that mechanically seals to the interior or exterior to the hub. If contractors would like to use any other material, it must be approved by the Department of Licenses and Inspections, Contractual Services Unit.

3.1.1 The curb lateral shall be sealed prior to start of demolition unless, due to the condition of the building the Department of Licenses and Inspections allows otherwise.

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- 3.2 It shall be the responsibility of the contractor to notify the various utility companies when the work is to begin so that gas and electric services may be marked and all equipment may be disconnected in accordance with the rules and regulations of the utility companies.
- 3.2.1 Co-operating with Public Utility Companies - Notice shall be given by the Contractor to all individuals, companies, and the proper City officials owning or having charge of structures along any part of the work, of his intention to commence operations along such part of the route, at least one week in advance, and a copy of such notice shall be filed with the Engineer. The Contractor shall co-operate with other contractors and with the employees, officers, and agents of City Departments of the various companies which own, operate, or have supervision over the structures encountered, and shall conform to the reasonable requirements of the owners of such structures in regard to their safe maintenance. The Contractor shall give to authorized representatives of said Departments and companies free access at all times to the excavation and site to inspect the conditions and support of their structures, suitable arrangements shall be provided to facilitate access to valves and manholes. Ventilation openings shall be provided where gas is likely to accumulate. Where structures are to be constructed under the facilities of any public utility the Contractor shall arrange with the utility company for the removal or support and maintenance of such facilities.
- 3.2.2 **Gas Pipes** - Any necessary alterations to the gas mains and gas service pipes, including temporary or permanent relocations thereof, will be made by the Philadelphia Gas Works Division, United Gas Improvement Company without expense to the Contractor. Owing to the liability of explosion of gas from leaky pipes within a covered excavation, the Company will by-pass the gas service in temporary pipes laid outside such excavation, in advance of the construction work. The mains and services that have been removed may be replaced in their permanent position after the backfilling has been sufficiently compacted.
- 3.2.3 The Contractor shall contact the PA One Call System (1-800-242-1776) specifying plumbing excavation and obtaining an authorization number. **IN NO CASE SHALL THE CONTRACTOR UNDERTAKE EXCAVATION WITHOUT UNDERGROUND UTILITY PROPERTY BEING MARKED BY THE VARIOUS UTILITY COMPANIES.**

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- 3.3 Substantial barriers shall be erected and maintained by the Contractor around all operations and all openings in the ground so long as such operations and openings, in the opinion of the Department of Licenses and Inspections, shall constitute a hazardous or dangerous condition.
- 3.3.1 ***Danger Signals*** - The Contractor, at his own expense, shall erect and maintain all necessary barricades, red lanterns, and danger signals. The lights shall be kept burning from sunset until sunrise, and necessary watchmen shall be provided for the safety of the public. The Contractor shall observe such rules relative to signals and safeguards as the police regulations, harbor regulations, laws and ordinances require.
- 3.3.2 ***Detour Signs*** - When permission is given to close a highway during contract operations and to divert the traffic therefrom, the Contractor, at his own expense, shall erect and maintain highway barricades. Detour signs shall be placed by the Department of Streets. The Contractor shall be required to notify the department seven (7) working days prior to the date of starting work and one (1) day prior to the date of completion. Copies of these notices shall be sent to the Traffic Engineer of the Department of Streets.
- 3.4 ***Restoration of Conditions*** - All rubbish or refuse and all unused materials and tools shall be removed promptly from the premises, and as the work progresses it shall be carefully cleaned and kept clean from such rubbish and refuse. Before the work will be considered as having been completed, the sites and places affected by the work shall be thoroughly cleared and left clean; free from debris, construction plant, buildings, and materials; fit for travel or other proper use; and in as good condition as existed before the work was begun. Grass plots disturbed shall be resodded or planted anew, and shrubbery destroyed shall be replaced. Structures shall be broom clean, free from stains, spots or other blemish, and ready for use, and all glass shall be washed. The restoration work shall be governed by the record of existing conditions made and filed in the office of the Department previous to the commencement of work.

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- 3.4.1 Sidewalk curbing, footway pavement, roadway pavement, alley pavement and turfed areas when damaged or disturbed by the Contractor shall be restored by the Registered Master Plumber Contractor at the Contractor's expense.
- 3.4.1.1 Footway pavement shall be replaced in full blocks with a minimum of 4 inches of 3000 PSI concrete, finished in a workmanlike manner. Once work commences, the Contractor is required to leave a level walkable surface, daily, until work is finished.
- 3.5 ***Permits and Licenses*** - The Contractor shall obtain all permits and licenses required by the City or by State Regulations unless otherwise specifically directed. The Contractor will be required to pay the fee where a service is rendered or materials, supplies, or equipment is provided.
- 3.5.1 Plumbing permits must be obtained prior to start of work.
- 3.5.2 Proof of all required licenses shall be submitted to the Compliance Unit of the Department of Licenses and Inspections.
- 3.6 ***Subcontracts*** - The Contractor shall not assign this contract or any part thereof, and he shall not assign any right to any monies to be paid him thereunder. The contract as a whole shall not be sublet. No portion of the work shall be sublet without the approval of the Engineer, and no sub-contractor shall be employed unless in the opinion of the Engineer, he is reliable and responsible and competent to perform the work in compliance with the Contract Documents. All agencies so employed shall be bound by the terms and provisions of this contract, and neither the Contractor nor his sureties will be relieved from the terms and conditions of this contract or their duties or responsibilities under the same by reason of such employment.
- 3.6.1 Upon award of the emergency purchase order, the Registered Master Plumber Contractor shall notify the Department of Licenses and Inspections in writing of the names of all sub-contractors proposed for the various parts of the work and shall not employ any without written approval from the Department. The letter requesting permission for sub-contractors shall state that the sub-contractor is qualified to perform the function of the contracts. Approval of sub-contractors by the Department shall in no way relieve the Contractor of responsibility of all of the requirements of the specifications.

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- 3.7 ***Cleaning-Up:*** The Contractor shall, at completion of the work, remove from the site all rubbish and accumulated materials and leave the site in a clean, orderly and acceptable condition (See Para. 3.4).
- 3.8 ***Start of Work:*** A Contractor shall commence work within thirty (30) calendar days after receipt of the emergency purchase order number, unless otherwise directed by the Department. The Contractor shall notify the Department at least 48 hours prior to the actual commencement of work. Contractors should inform the Contractual Services Unit of any notices of cancellations. Work should be fully completed within ten (10) business days, unless otherwise advised by the Department.
- 3.9 ***Default Provisions:***
- 3.9.1 If, as a result of inspection, the Department determines that the vendor has defaulted on any requirement of the specifications, the Department shall conduct a hearing to determine the degree of culpability and the severity of the penalty to be determined. The hearing panel shall consist of a Department of Licenses and Inspections Deputy Commissioner, the Chief of Contractual Services and a member of the Quality Assurance Unit. The hearing panel shall consist of a Department of Licenses and Inspections Deputy Commissioner and the Chief of Contractual Services.
- The panel's recommendations shall be forwarded to the Commissioner of Licenses and Inspections, who will contact the Commissioner of Procurement for the appropriate action.
- 3.9.2 Notwithstanding the above provision, the Contractor shall not be liable for suspension for delays in performance caused by acts of God, acts of public enemy, acts of government, quarantine restrictions and general strikes through the industry or freight embargoes not caused by or participated in by the Contractor.
- 3.9.3 Resort to any penalty provision by the City shall not include resort by the City to other available remedies for subsequent or continuing breaches by the Contractor.

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3.9.3.1 *Violations of Contract* - If the Contractor shall abandon the work, or, in the opinion of the Operating Commissioner, neglect or fail to prosecute the work with promptness and diligence, or unreasonably delay the work so that it may not be completed within the contract time, or if he shall neglect or refuse to furnish suitable materials in place of any which may be rejected by the Chief Building Code Official as unsuitable as not being in accordance with the contract documents or shall refuse or neglect to furnish and supply a sufficiency of properly skilled workmen and necessary equipment or either, or if he shall execute any of the work improperly, carelessly, or in bad faith, and refuse to remove any of the work, which in the opinion of the Chief Building Code Official, is defective and unsuitable not in accordance with the Contract Documents, and to replace with work that is in accordance with the contract requirements, or if the Contractor shall default in the performance of any of the terms, conditions, and provisions of the contract which he is violating.

If the said notification be without effect three working days after the delivery thereof, or twenty-four (24) hours when, in the opinion of the Operating Commissioner, immediate action is necessary to safeguard life or property, then and in that event the Operating Commissioner shall notify the Procurement Commissioner who shall have the right to declare the Contractor in default, and to notify the Contractor to discontinue the work or any part thereof under the contract, and to call upon the surety to complete the same through agencies which meet the approval of the Procurement Commissioner and, in the opinion of said Procurement Commissioner have qualifications equal to those required of the original Contractor.

If the Surety fail to take up and prosecute the work by means of such approved agencies within ten (10) working days (or within twenty-four (24) hours when in the opinion of the Procurement Commissioner, immediate action is necessary to safeguard life or property) the Procurement Commissioner shall have the right to declare the Surety in default and, at his option:

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- a. To terminate the work under the contract, to maintain conditions, to obtain bids (if circumstances will allow) for all or any portion of the work, and to enter into a new contract to complete the work of the original contract;

or

- b. In case of an emergency including but not limited to danger to life or property, or serious interference with traffic, to determinate the work under the contract, and to then and there secure in open market, from any person or party, at the then current market prices, the materials of the quality and quantity required, the necessary workmen and mechanics, and the required equipment to carry forward the said work and complete the contract.

Upon default by the Contractor as herein above set forth, all monies due the Contractor upon estimates, retained percentage or otherwise, materials delivered, materials built into the work, and the Contractor's plant (including tools, appliances, and equipment on the premises intended for use in the performance of the contract), shall upon such default become the property of the City for use in the completion of the work and resort shall be had thereto by the City to the extent necessary to maintain and complete the work and reimburse the City for its outlays and expenditures in the premises.

In case of such default by the Contractor, the remedies herein provided shall be in addition to and not in substitution of the rights and remedies which would otherwise be vested in the City, all of which rights and remedies are specifically reserved to the City. The failure of the City to exercise any of the remedies herein provided shall not preclude the resort to any other appropriate remedy.

The use of specific remedies herein provided shall not prevent subsequent or concurrent resort to any other remedy which by law or equity would be vested in the City for the recovery of damages or otherwise, in the event of default by the Contractor.

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Contractor and his surety shall pay to the City on demand, all loss, expense, cost or damage suffered or incurred by it by reason of any default.

- 3.9.4 In all cases, the Department shall institute procedures to bring sanctions against the Contractor.

EQUAL EMPLOYMENT OPPORTUNITY FOR CONTRACTS OVER \$11,000.00

During the performance of this contract:

- 4.1 The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants employed, and that employees are treated during employment without regard to race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Local Public Agency setting forth the provisions of this nondiscrimination clause.
- 4.2 The Contractor will, in all solicitations or advertisement for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- 4.3 The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order #11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 4.4 The Contractor will comply with all provisions of Executive Order #11246 of September 24, 1965, and by the rules, regulations, and relevant orders to the Secretary of Labor.

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- 4.5 The Contractor will furnish all information and reports required by Executive Order #11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor or the Secretary of Housing and Urban Development pursuant thereto, and will permit access to his books, records, and accounts by the Local Public Agency, the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 4.6 In the event of the Contractor's noncompliance with the non-discrimination clauses of this contract, or with any of such rules, regulations or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order #11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order #11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 4.7 The Registered Master Plumber Contractor will include the provision of paragraphs 4.1 through 4.7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order #11246 of September 24, 1965, so that such provisions will be binding upon each sub-contractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Local Public Agency or the Department of Housing and Urban Development may direct as a means of enforcing such provisions, including sanctions for non-compliance. Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or vendor, as a result of such direction by the Local Public Agency or the Department of Housing and Urban Development, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

5 EQUAL EMPLOYMENT OPPORTUNITY FOR CONTRACTS UNDER \$11,000.00.

- 5.1 The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

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The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by Local Public Agency setting forth the provisions of this non-discrimination clause.

- 5.2 The Contractor will, in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment, without regard to race, color, religion, sex or national origin.
- 5.3 The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this contract so that such provisions will be binding upon each sub-contractor, provided that the foregoing provision shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

6. FEDERAL LABOR STANDARD PROVISIONS

- 6.1 The Contractor will adhere to all the Federal Labor Standards Provisions.