

COUNTY OF BERKS

Purchasing Department

Berks County Services Center, 633 Court Street, Reading, PA 19601

Tel: 610-478-6168 Fax: 610-898-7404

Kelly A. Laubach, CPPB, Director of Contracts and Procurement

NOTICE TO BIDDERS

Amendment #3 Issued on May 15, 2023

Re: Invitation to Bid #23-12-GR

<p>This Amendment should consist of a total of 103 pages. If you have not received this Amendment in its entirety, please contact the County of Berks Purchasing Department at (610) 478-6168.</p>
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The County hereby amends the above noted Invitation to Bid (ITB) as indicated herein. All other details of the ITB remain unchanged. Language that is underlined denotes that which has been added. Language that has been stricken denotes that which is hereby removed.

Where conflict exists between these responses and information in the original ITB package, the responses shall prevail.

Division 00 – Section Two – Instructions to Bidders

Q1: Is this project tax exempt?

A1: As per Section Two, Instructions to Bidders, Article 10, Taxes, the Bids shall include, without limitation, all Federal, State (including, without limitation, Pennsylvania Sales Tax, to the extent applicable), County and Municipal taxes imposed by law and will be collected and paid for by the Contractor.

Clarification 2

Division 00 – Section Three - Bid Form for General Construction

The Bid Form for General Construction has been revised to include Allowance #GC-3 for Three Hundred Sixty-Four Thousand Dollars and Zero Cents (\$364,000.00) for potential fit-out of a tenant space.

Use Section Three – Bid Form for General Construction – Amendment #3, in place of Section Three – Bid Form for General Construction.

Clarification 3

Division 00 – Section Four – Bid Form for Plumbing Construction

The Bid Form for Plumbing Construction has been revised to include Allowance #PC-4 for Five Thousand Dollars and Zero Cents (\$5,000.00) for potential fit-out of a tenant space.

Use Section Four – Bid Form for Plumbing Construction – Amendment #3, in place of Section Four – Bid Form for Plumbing Construction.

Clarification 4

Division 00 – Section Five – Bid Form for HVAC Construction

The Bid Form for HVAC Construction has been revised to include Allowance #HC-4 for One Hundred Thousand Dollars and Zero Cents (\$100,000.00) for potential fit-out of a tenant space.

Use Section Five – Bid Form for HVAC Construction – Amendment #3, in place of Section Five – Bid Form for HVAC Construction.

Clarification 5

Division 00 – Section Six – Bid Form for Electrical Construction

The Bid Form for Electrical Construction has been revised to include Allowance #EC-7 for One Hundred Twelve Thousand Dollars and Zero Cents (\$112,000.00) for potential fit-out of a tenant space.

Use Section Six – Bid Form for Electrical Construction – Amendment #3, in place of Section Six – Bid Form for Electrical Construction.

Clarification 6

Division 00 – Section Twenty-Three – Davis-Bacon Prevailing Wage Rates

As of the date of this Amendment #3, the prevailing wage rate determination dated 04/07/2023 found in Section Twenty-Three: Davis-Bacon Prevailing Wage Rates is current and shall be used.

Division 01 – Section 011200 – Multiple Contract Summary

Q7: Section 011200 states that the HVAC contractor will provide temporary heating and cooling. Is this expected and can you quantify?

A7: As per Division 01 – Section 011200, Multiple Contract Summary, Clause 1.10.D.a, the expectation is for the HVAC Contractor to provide temporary heating, cooling, dehumidification where required for the work of this project.

Division 08 – Section 081416 – Flush Wood Doors

Q8: Are the wood doors to be prefinished or primed?

A8: As per Division 08- Section 081416, Flush Wood Doors, Clause 1.3.C.7, doors are to be factory primed.

Clarification 9

Division 10 – Section 102113.17 - Phenolic-Core Toilet Compartments

2.2 PHENOLIC-CORE TOILET COMPARTMENTS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Ampco by AJW.
2. ASI Accurate Partitions; ASI Group.
3. ASI Global Partitions; ASI Group
4. Bobrick Washroom Equipment, Inc.
5. Bradley Corporation.

6. General Partitions Mfg. Corp.
7. Scranton Products.
78. Or approved equal.

Clarification 10

Division 01 – Section 012210 – Bid Inclusions

1.3. Bid Inclusions

D. HVAC CONSTRUCTION CONTRACT NO. 3:

1. Bid Inclusion #HC-01: 500 pounds of galvanized metal duct work w/ Acoustical Liner.
2. Bid Inclusion #HC-02: 3 additional thermostat devices.
3. Bid Inclusion #HC-03: 100 hours of Journeyman HVAC Time.

Division 23 – Section 230713 – Duct Insulation

Q11: Is the ductwork to be internally lined or externally wrapped?

A11: As per the specifications in Division 23 – Section 230713 Duct Insulation, the ductwork shall be externally wrapped.

Clarification 12

Schedule of Drawings – Amendment #2

The following sheets are hereby modified:

- Sheet A-504 Addendum: Added to indicate approximate locations of the existing RWC lines.
- Sheet A-601 – Schedules: Revised to modify the door numbering on the hardware schedule and to adjust size of door G300C (Forensics Garage) to 12' x 14'.
- Sheet E-102 - Mezzanine Lighting Plan: Revised to include additional detail for the mezzanine ceiling fans.
- Mechanical Drawing Sheet Set: Updated to include AHU 1.
- Sheet H-101 - Mezzanine Level HVAC Plan: Revised to include additional detail for the mezzanine ceiling fans.
- Sheet S-103 – Mezzanine/Hi-Window Plan: Revised to indicate the location of the outriggers on the drawing.

Use Schedule of Drawings – Amendment #3, in place of Schedule of Drawings – Amendment #2.

Schedule of Drawings – Amendment #3 – Sheet A-105 – Roof Plan

Q13: Is the existing roof railing to remain or be removed?

A13: As per Sheet A-105, Roof Plan, of Schedule of Drawings – Amendment #3, Keynote 2.41.13, the existing roof railing is to be removed and the roof shall be patched as needed.

Schedule of Drawings – Amendment #3 – Sheet A-504 – Site Details

Q14: Are the exterior stairs to be metal or concrete?

A14: As per Sheet A-504, Site Details, of Schedule of Drawings- Amendment #3, Keynote 5.51, the exterior stairs shall be metal.

Schedule of Drawings – Amendment #3 – Sheet S-202 – Roof Framing Plan

Q15: Which contractor is responsible for roof penetrations and modifications for HVAC equipment?

A15: As per Sheet S-202, Roof Framing Plan, of Schedule of Drawings – Amendment #3, the General Contractor is responsible to complete the enlarging of the openings to accommodate the ductwork.

Should you have any questions regarding this Amendment, please contact George Rodrigues, Contract Manager, via phone at (610) 478-6168 ext. 6270 or via email at grodrigues@countyofberks.com.

DIVISION 00
SECTION THREE – BID FORM FOR GENERAL CONSTRUCTION –
AMENDMENT #3

COUNTY OF BERKS
ITB #23-12-GR - Berks County Agricultural Center Facility Upgrades – Phase 1

BID FORM – GENERAL CONSTRUCTION

County of Berks
Controller's Office
Berks County Services Center
633 Court Street, 12th Floor
Reading, PA 19601

DATE _____

Attn: County Controller

The following Bid is submitted in response to your Invitation to Bid.

This Bid is submitted by:

Company Name: _____

Company Address: _____

Main Telephone: _____

Main Fax: _____

Communications and questions concerning this bid are to be directed to:

Contact Name / Title: _____

Contact Telephone: _____

Fax: _____

Contact Email: _____

Bidder's Handwritten Initials _____

DIVISION 00
SECTION THREE – BID FORM FOR GENERAL CONSTRUCTION –
AMENDMENT #3

In the event our company is awarded a contract as a result of the ITB and this bid, the following individual will serve as project liaison/manager:

Name / Title: _____

Office Address: _____

Telephone: _____

Fax: _____

Email: _____

This Bidder agrees to furnish the bonds required by Article 11, Paragraph 11.4 of the General Conditions, as modified by the Owner. Bid Security in the amount required by the Instructions to Bidders is enclosed. It is agreed that Bid Security shall be forfeited to the addressee if this Bidder does not, within seven (7) days after notification of Award of Contract, enter into a Contract for the construction proposed, furnish the Performance Bond and the Payment Bond required by the Bidding Documents and provide the required insurance.

This Bidder has carefully examined the Bidding Documents and the Project site, and certifies that it fully understands the requirements thereof. This Bidder agrees that, after notification of Award of Contract, it will furnish and deliver materials, water, tools, equipment, light, heat, power, tests, transportation, secure permits and licenses, do and perform labor, superintendence and means of construction, pay fees and do incidental Work, and execute, construct and finish the aforesaid in an expeditious, substantial and workmanlike manner, in accordance with the Bidding Documents to the complete satisfaction and acceptance of the Owner for the price hereinafter stated.

As set forth in Article 8, Subparagraph 8.2.4 and Article 9, Subparagraph 9.11 of the General Conditions, Bidder submits this Bid with the understanding that the **Berks County Agriculture Center Facility Upgrades – Phase 1** encompassed in the Bidding Documents shall be commenced immediately upon receipt of the Notice to Proceed and shall be fully and finally completed in accordance with the Project schedule established by the Owner, and that time for the completion of the Work shall be considered as of the essence of this Contract, and that for the costs of extra inspections, salaries of contingent forces and other expenses entailed by the Owner by delay in completing the Contract, said Owner shall be entitled to the fixed sum of One Thousand Dollars (\$1,000.00), per Contractor, per calendar day, until the Date of Substantial Completion as liquidated damages for each and every days' delay, not caused by the Owner. This provision shall apply to each and every phase of construction.

Bidder's Handwritten Initials _____

Bid Form

DIVISION 00
SECTION THREE – BID FORM FOR GENERAL CONSTRUCTION –
AMENDMENT #3

In addition to the foregoing and without limiting the foregoing, the Contractor and Contractor's Surety shall be jointly and severally liable for and shall pay the Owner the costs incurred by the Owner resulting from the Contractor's delay in submitting Shop Drawings, Product Data, Samples and similar submittals beyond the required number of days specified for such submittals as provided in the Contract Documents as liquidated damages, and not as a penalty, in the amount of Five Hundred Dollars (\$500.00) per calendar day, for each calendar day of delay until such submittal has been properly submitted as provided in the Contract Documents. All submittals shall be received from the Contractors by the earlier of the date set forth in the Contract Documents, if applicable, or within forty-five (45) days of the Notice to Proceed.

Bidder understands that the Award of Contract will be preconditioned on submittal to the Owner and the Architect, of a Certificate of Insurance as outlined in the General Conditions, within seven (7) days after notification of Award of Contract is received by this Contractor.

Bidder understands the following supplements to the Bid Form **must be** submitted concurrent with this bid submission.

- Bid Bond Form and Consent of Surety
- Substitution List
- Non-Collusion Affidavit
- Commonwealth of Pennsylvania Public Works Employment Verification Form for both Bidder and Subcontractors
- Bidder's Qualifications (AIA Document A305, 1986 edition)
- Bidder's Qualification Form Supplement
- Bidder's Financial Disclosure Form
- Sample Certificate of Insurance evidencing limits required herein
- Worker Protection and Investment Certification Form BOP-2201

FAILURE TO SUBMIT ALL OF THESE ITEMS, ON THE COUNTY SUPPLIED FORM WHEN APPLICABLE, MAY RESULT IN A BID BEING REJECTED AS NON-RESPONSIVE.

Bidder understands the following supplement to the Bid Form must be submitted within seven (7) calendar days after receipt of the Notice of Intent to Award.

- Equipment Suppliers List
- Subcontractors List
- Performance Bond
- Payment Bond
- Certificate of Insurance evidencing the limits and including the additional insured language required herein

It is agreed that Bid Security shall be forfeited to the addressee if this Bidder does not, within **(i) seven (7) days after the Notice of Intent to Award a Contract submit the Verification Forms required by the Public Works Employment Verification Act on behalf of itself and each of its Subcontractors and (ii) seven (7) days after notification of Award of Contract,**

Bidder's Handwritten Initials _____

Bid Form

DIVISION 00
SECTION THREE – BID FORM FOR GENERAL CONSTRUCTION –
AMENDMENT #3

enter into a Contract for the construction proposed, furnish the Performance Bond and the Payment Bond required by the Bidding Documents and provide the required insurance.

This Bid is submitted with the definite understanding that Bids are valid for acceptance by the Owner and may not be withdrawn for a period of at least sixty (60) days after the actual date of the opening thereof unless the award of the Contract is delayed due to required approvals of other governmental agencies, or sale of bonds, in which case, Bids shall be irrevocable for one hundred twenty (120) days in compliance with Act 1978-317, approved November 26, 1978.

It is understood that the Owner reserves the right to reject any or all Bids, or part thereof or items therein, and to waive technicalities required for the best interests of the Owner. Omission of any information may be sufficient cause for rejection of this Bid. It is further understood that competency and responsibility of Bidders will receive consideration before the Award of Contract.

The undersigned will not assign his Bid or any of his rights or interests thereunder without the written consent of the Owner.

The Base Bid and other required information are submitted in the spaces provided. Handwritten initials on each page of this Bid Form identify each as a part of this Bid.

BASE BID

The sum of _____ Dollars
(\$ _____) for General Construction of the Berks County Agricultural Center Facility
Upgrades – Phase 1.

COST BREAKDOWN

Total shall equal Base Bid.

Bonds \$ _____

General Construction \$ _____

Total shall equal Base Bid.

** Cost breakdowns are for administrative purposes only, and will not be used to determine the lowest possible bidder.*

Bidder's Handwritten Initials _____

DIVISION 00
SECTION THREE – BID FORM FOR GENERAL CONSTRUCTION –
AMENDMENT #3

QUANTITY ALLOWANCES

The undersigned certifies that it has included the following "Quantity Allowances" in the above Base Bid. The undersigned further certifies that the sums stated shall be deducted from the Contract Sum by deduct change order if the corresponding work is not required by the actual conditions encountered. Refer to Section 012210, Bid Inclusions, as indicated below, for additional information.

Contract #1 - General Construction – Section 012210, Clause 1.3.B

Allowance #GC-1: Two Hundred Fifty (250) Hours General Skilled Labor

\$ _____

Allowance #GC-2: Fifty (50) Painters Hours and Five (5) Gallons of Paint

\$ _____

Allowance #GC-3: County is a finalist for the award of a lease agreement for +/- Five Thousand (5,000) square feet of space at the Agricultural Center. For General Construction work of a potential fit-out of this space an allowance of Three Hundred Sixty-Four Thousand Dollars and Zero Cents (\$364,000.00).

ALTERNATES

The following listed alternate prices shall be filled in and submitted with the Bid Form. It is agreed that all Work to be performed under accepted alternate prices shall conform to the applicable Contract Documents and shall include all Work in connection with or consequent to the alternate price Work to produce a complete installation.

Alternate prices shall be all inclusive of the cost of materials, Work, profit, supervision, administration, and any and all other costs in connection therewith for Work in place and accepted or omitted as the case may be and shall hold for the same period as the Bid. The undersigned hereby proposes the following prices for Alternates, the selection of which shall be at the Owner's option:

N/A

Bidder's Handwritten Initials _____

Bid Form
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DIVISION 00
SECTION THREE – BID FORM FOR GENERAL CONSTRUCTION –
AMENDMENT #3

UNIT PRICES

The Contractor is required to bid unit prices on the following items as identified below. If any extra Work is required in these categories beyond the Contract requirements, the unit prices shall be used as a basis for determining the amount of additional payment to the Contractor. If any deletions are to be made in these categories, the unit prices shall be used as the basis for determining the credit the Owner is entitled to receive. The Owner reserves the right to reject any unit price which is unreasonable or unbalanced, as compared with prevailing costs, or as compared with the unit prices submitted by the other bidders for this Project. The Owner reserves the right to ask for a revised unit price before or after the Contracts are signed.

Contract #1 - General Construction – Section 012200, Clause 3.1

Unit Price #GC-01: Cutting and Patching of Concrete Slabs-on-Grade

\$ _____ /square foot

Unit Price #GC-02: Trench Excavation

\$ _____ /cubic yard

ADDENDA

The Bidder acknowledges receipt of Addenda listed below which have been issued during the bidding period and agrees that said Addenda shall become part of the Contract (Bidder shall list numbers and dates of Addenda received).

No. _____	Date _____	No. _____	Date _____
No. _____	Date _____	No. _____	Date _____
No. _____	Date _____	No. _____	Date _____

Bidder's Handwritten Initials _____

Bid Form

DIVISION 00
SECTION THREE – BID FORM FOR GENERAL CONSTRUCTION –
AMENDMENT #3

IDENTIFICATION OF BIDDER

Company _____ Phone _____

Address _____

Please check the appropriate category:

_____ Sole Proprietorship
_____ Pennsylvania Corporation

_____ Partnership
_____ Foreign Corporation Registered in PA

The undersigned hereby certifies that this Bid is genuine and not sham, collusive or fraudulent or made in the interest of or on behalf of any person, firm, or corporation not herein named; and that the undersigned has not, directly or indirectly, induced or solicited any Bidder to submit a sham Bid, or any other person, firm or corporation from bidding, and that the undersigned has not, in any manner, sought by collusion to secure for himself any advantage over any other Bidder.

SIGNATURES

COMPANY NAME

FEDERAL ID# _____

STREET ADDRESS PO BOX CITY STATE ZIP

TELEPHONE # _____

FAX # _____

Witness or Attest:

An Officer, if Bidder is corporation, if not
corporation, any competent adult

Owner, Partner, or President/Vice President*

* Bidder to circle appropriate term.

END OF DOCUMENT

Bidder's Handwritten Initials _____

Bid Form
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DIVISION 00
SECTION FOUR – BID FORM FOR PLUMBING CONSTRUCTION –
AMENDMENT #3

COUNTY OF BERKS
ITB #23-12-GR - Berks County Agricultural Center Facility Upgrades – Phase 1
BID FORM – PLUMBING CONSTRUCTION

County of Berks
Controller's Office
Berks County Services Center
633 Court Street, 12th Floor
Reading, PA 19601

DATE _____

Attn: County Controller

The following Bid is submitted in response to your Invitation to Bid.

This Bid is submitted by:

Company Name: _____

Company Address: _____

Main Telephone: _____

Main Fax: _____

Communications and questions concerning this bid are to be directed to:

Contact Name / Title: _____

Contact Telephone: _____

Fax: _____

Contact Email: _____

Bidder's Handwritten Initials _____

Bid Form

DIVISION 00
SECTION FOUR – BID FORM FOR PLUMBING CONSTRUCTION –
AMENDMENT #3

In the event our company is awarded a contract as a result of the ITB and this bid, the following individual will serve as project liaison/manager:

Name / Title: _____

Office Address: _____

Telephone: _____

Fax: _____

Email: _____

This Bidder agrees to furnish the bonds required by Article 11, Paragraph 11.4 of the General Conditions, as modified by the Owner. Bid Security in the amount required by the Instructions to Bidders is enclosed. It is agreed that Bid Security shall be forfeited to the addressee if this Bidder does not, within seven (7) days after notification of Award of Contract, enter into a Contract for the construction proposed, furnish the Performance Bond and the Payment Bond required by the Bidding Documents and provide the required insurance.

This Bidder has carefully examined the Bidding Documents and the Project site and certifies that it fully understands the requirements thereof. This Bidder agrees that, after notification of Award of Contract, it will furnish and deliver materials, water, tools, equipment, light, heat, power, tests, transportation, secure permits and licenses, do and perform labor, superintendence and means of construction, pay fees and do incidental Work, and execute, construct and finish the aforesaid in an expeditious, substantial and workmanlike manner, in accordance with the Bidding Documents to the complete satisfaction and acceptance of the Owner for the price hereinafter stated.

As set forth in Article 8, Subparagraph 8.2.4 and Article 9, Subparagraph 9.11 of the General Conditions, Bidder submits this Bid with the understanding that the **Berks County Agriculture Center Facility Upgrades – Phase 1** encompassed in the Bidding Documents shall be commenced immediately upon receipt of the Notice to Proceed and shall be fully and finally completed in accordance with the Project schedule established by the Owner, and that time for the completion of the Work shall be considered as of the essence of this Contract, and that for the costs of extra inspections, salaries of contingent forces and other expenses entailed by the Owner by delay in completing the Contract, said Owner shall be entitled to the fixed sum of One Thousand Dollars (\$1,000.00), per Contractor, per calendar day, until the Date of Substantial Completion as liquidated damages for each and every days' delay, not caused by the Owner. This provision shall apply to each and every phase of construction.

Bidder's Handwritten Initials _____

Bid Form

DIVISION 00
SECTION FOUR – BID FORM FOR PLUMBING CONSTRUCTION –
AMENDMENT #3

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Bidder understands that the Award of Contract will be preconditioned on submittal to the Owner and the Architect, of a Certificate of Insurance as outlined in the General Conditions, within seven (7) days after notification of Award of Contract is received by this Contractor.

Bidder understands the following supplements to the Bid Form **must be** submitted concurrent with this bid submission.

- Bid Bond Form and Consent of Surety
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- Payment Bond
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Bidder's Handwritten Initials _____

Bid Form

DIVISION 00
SECTION FOUR – BID FORM FOR PLUMBING CONSTRUCTION –
AMENDMENT #3

enter into a Contract for the construction proposed, furnish the Performance Bond and the Payment Bond required by the Bidding Documents and provide the required insurance.

This Bid is submitted with the definite understanding that Bids are valid for acceptance by the Owner and may not be withdrawn for a period of at least sixty (60) days after the actual date of the opening thereof unless the award of the Contract is delayed due to required approvals of other governmental agencies, or sale of bonds, in which case, Bids shall be irrevocable for one hundred twenty (120) days in compliance with Act 1978-317, approved November 26, 1978.

It is understood that the Owner reserves the right to reject any or all Bids, or part thereof or items therein, and to waive technicalities required for the best interests of the Owner. Omission of any information may be sufficient cause for rejection of this Bid. It is further understood that competency and responsibility of Bidders will receive consideration before the Award of Contract.

The undersigned will not assign his Bid or any of his rights or interests thereunder without the written consent of the Owner.

The Base Bid and other required information are submitted in the spaces provided. Handwritten initials on each page of this Bid Form identify each as a part of this Bid.

BASE BID

The sum of _____ Dollars
(\$_____) for Plumbing Construction of the Berks County Agricultural Center Facility
Upgrades – Phase 1.

COST BREAKDOWN

Total shall equal Base Bid.

Bonds \$ _____

Plumbing Construction \$ _____

Total shall equal Base Bid.

** Cost breakdowns are for administrative purposes only and will not be used to determine the lowest possible bidder.*

Bidder's Handwritten Initials _____

Bid Form

DIVISION 00
SECTION FOUR – BID FORM FOR PLUMBING CONSTRUCTION –
AMENDMENT #3

QUANTITY ALLOWANCES

The undersigned certifies that it has included the following "Quantity Allowances" in the above Base Bid. The undersigned further certifies that the sums stated shall be deducted from the Contract Sum by deduct change order if the corresponding work is not required by the actual conditions encountered. Refer to Section 012210, Bid Inclusions, as indicated below, for additional information.

Contract #2 - Plumbing Construction – Section 012210, Clause 1.3.C

Allowance #PC-1: One Hundred (100) Linear feet of two inch (2"), Type L, copper piping

\$ _____

Allowance #PC-2: One Hundred (100) Linear feet of four inch (4"), sanitary piping with trenching

\$ _____

Allowance #PC-3: Two Hundred (200) Hours Journeyman Plumber Time

\$ _____

Allowance #PC-4: County is a finalist for the award of a lease agreement for +/- Five Thousand (5,000) square feet of space at the Agricultural Center. For Plumbing Construction work of a potential fit-out of this space an allowance of Five Thousand Dollars and Zero Cents (\$5,000.00).

ALTERNATES

The following listed alternate prices shall be filled in and submitted with the Bid Form. It is agreed that all Work to be performed under accepted alternate prices shall conform to the applicable Contract Documents and shall include all Work in connection with or consequent to the alternate price Work to produce a complete installation.

Alternate prices shall be all inclusive of the cost of materials, Work, profit, supervision, administration, and any and all other costs in connection therewith for Work in place and accepted or omitted as the case may be and shall hold for the same period as the Bid. The undersigned hereby proposes the following prices for Alternates, the selection of which shall be at the Owner's option:

N/A

Bidder's Handwritten Initials _____

Bid Form

DIVISION 00
SECTION FOUR – BID FORM FOR PLUMBING CONSTRUCTION –
AMENDMENT #3

UNIT PRICES

The Contractor is required to bid unit prices on the following items as identified below. If any extra Work is required in these categories beyond the Contract requirements, the unit prices shall be used as a basis for determining the amount of additional payment to the Contractor. If any deletions are to be made in these categories, the unit prices shall be used as the basis for determining the credit the Owner is entitled to receive. The Owner reserves the right to reject any unit price which is unreasonable or unbalanced, as compared with prevailing costs, or as compared with the unit prices submitted by the other bidders for this Project. The Owner reserves the right to ask for a revised unit price before or after the Contracts are signed.

Contract #2 - Plumbing Construction – Section 012200, Clause 3.2

Unit Price #PC-01: Domestic Cold-Water Piping

\$ _____ /ten (10) linear feet

Unit Price #PC-02: Four inch (4”) Sanitary Piping, Below Slab

\$ _____ /ten (10) linear feet

ADDENDA

The Bidder acknowledges receipt of Addenda listed below which have been issued during the bidding period and agrees that said Addenda shall become part of the Contract (Bidder shall list numbers and dates of Addenda received).

No. _____	Date _____	No. _____	Date _____
No. _____	Date _____	No. _____	Date _____
No. _____	Date _____	No. _____	Date _____

Bidder's Handwritten Initials _____

Bid Form

DIVISION 00
SECTION FOUR – BID FORM FOR PLUMBING CONSTRUCTION –
AMENDMENT #3

IDENTIFICATION OF BIDDER

Company _____ Phone _____

Address _____

Please check the appropriate category:

Sole Proprietorship
 Pennsylvania Corporation

Partnership
 Foreign Corporation Registered in PA

The undersigned hereby certifies that this Bid is genuine and not sham, collusive or fraudulent or made in the interest of or on behalf of any person, firm, or corporation not herein named; and that the undersigned has not, directly or indirectly, induced or solicited any Bidder to submit a sham Bid, or any other person, firm or corporation from bidding, and that the undersigned has not, in any manner, sought by collusion to secure for himself any advantage over any other Bidder.

SIGNATURES

COMPANY NAME

FEDERAL ID# _____

STREET ADDRESS PO BOX CITY STATE ZIP

TELEPHONE #

FAX #

Witness or Attest:

An Officer, if Bidder is corporation, if not corporation, any competent adult

Owner, Partner, or President/Vice President*

* Bidder to circle appropriate term.

END OF DOCUMENT

Bidder's Handwritten Initials _____

Bid Form

DIVISION 00
SECTION FIVE – BID FORM FOR HVAC CONSTRUCTION –
AMENDMENT #3

COUNTY OF BERKS
ITB #23-12-GR - Berks County Agricultural Center Facility Upgrades – Phase 1

BID FORM – HVAC CONSTRUCTION

County of Berks
Controller's Office
Berks County Services Center
633 Court Street, 12th Floor
Reading, PA 19601

DATE _____

Attn: County Controller

The following Bid is submitted in response to your Invitation to Bid.

This Bid is submitted by:

Company Name: _____

Company Address: _____

Main Telephone: _____

Main Fax: _____

Communications and questions concerning this bid are to be directed to:

Contact Name / Title: _____

Contact Telephone: _____

Fax: _____

Contact Email: _____

Bidder's Handwritten Initials _____

Bid Form

DIVISION 00
SECTION FIVE – BID FORM FOR HVAC CONSTRUCTION –
AMENDMENT #3

In the event our company is awarded a contract as a result of the ITB and this bid, the following individual will serve as project liaison/manager:

Name / Title: _____

Office Address: _____

Telephone: _____

Fax: _____

Email: _____

This Bidder agrees to furnish the bonds required by Article 11, Paragraph 11.4 of the General Conditions, as modified by the Owner. Bid Security in the amount required by the Instructions to Bidders is enclosed. It is agreed that Bid Security shall be forfeited to the addressee if this Bidder does not, within seven (7) days after notification of Award of Contract, enter into a Contract for the construction proposed, furnish the Performance Bond and the Payment Bond required by the Bidding Documents and provide the required insurance.

This Bidder has carefully examined the Bidding Documents and the Project site, and certifies that it fully understands the requirements thereof. This Bidder agrees that, after notification of Award of Contract, it will furnish and deliver materials, water, tools, equipment, light, heat, power, tests, transportation, secure permits and licenses, do and perform labor, superintendence and means of construction, pay fees and do incidental Work, and execute, construct and finish the aforesaid in an expeditious, substantial and workmanlike manner, in accordance with the Bidding Documents to the complete satisfaction and acceptance of the Owner for the price hereinafter stated.

As set forth in Article 8, Subparagraph 8.2.4 and Article 9, Subparagraph 9.11 of the General Conditions, Bidder submits this Bid with the understanding that the **Berks County Agriculture Center Facility Upgrades – Phase 1** encompassed in the Bidding Documents shall be commenced immediately upon receipt of the Notice to Proceed and shall be fully and finally completed in accordance with the Project schedule established by the Owner, and that time for the completion of the Work shall be considered as of the essence of this Contract, and that for the costs of extra inspections, salaries of contingent forces and other expenses entailed by the Owner by delay in completing the Contract, said Owner shall be entitled to the fixed sum of One Thousand Dollars (\$1,000.00), per Contractor, per calendar day, until the Date of Substantial Completion as liquidated damages for each and every days' delay, not caused by the Owner. This provision shall apply to each and every phase of construction.

Bidder's Handwritten Initials _____

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In addition to the foregoing and without limiting the foregoing, the Contractor and Contractor's Surety shall be jointly and severally liable for and shall pay the Owner the costs incurred by the Owner resulting from the Contractor's delay in submitting Shop Drawings, Product Data, Samples and similar submittals beyond the required number of days specified for such submittals as provided in the Contract Documents as liquidated damages, and not as a penalty, in the amount of Five Hundred Dollars (\$500.00) per calendar day, for each calendar day of delay until such submittal has been properly submitted as provided in the Contract Documents. All submittals shall be received from the Contractors by the earlier of the date set forth in the Contract Documents, if applicable, or within forty-five (45) days of the Notice to Proceed.

Bidder understands that the Award of Contract will be preconditioned on submittal to the Owner and the Architect, of a Certificate of Insurance as outlined in the General Conditions, within seven (7) days after notification of Award of Contract is received by this Contractor.

Bidder understands the following supplements to the Bid Form **must be** submitted concurrent with this bid submission.

- Bid Bond Form and Consent of Surety
- Substitution List
- Non-Collusion Affidavit
- Commonwealth of Pennsylvania Public Works Employment Verification Form for both Bidder and Subcontractors
- Bidder's Qualifications (AIA Document A305, 1986 edition)
- Bidder's Qualification Form Supplement
- Bidder's Financial Disclosure Form
- Sample Certificate of Insurance evidencing limits required herein
- Worker Protection and Investment Certification Form BOP-2201

FAILURE TO SUBMIT ALL OF THESE ITEMS, ON THE COUNTY SUPPLIED FORM WHEN APPLICABLE, MAY RESULT IN A BID BEING REJECTED AS NON-RESPONSIVE.

Bidder understands the following supplement to the Bid Form must be submitted within seven (7) calendar days after receipt of the Notice of Intent to Award.

- Equipment Suppliers List
- Subcontractors List
- Performance Bond
- Payment Bond
- Certificate of Insurance evidencing the limits and including the additional insured language required herein

It is agreed that Bid Security shall be forfeited to the addressee if this Bidder does not, within **(i) seven (7) days after the Notice of Intent to Award a Contract submit the Verification Forms required by the Public Works Employment Verification Act on behalf of itself and each of its Subcontractors and (ii) seven (7) days after notification of Award of Contract,**

Bidder's Handwritten Initials _____

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enter into a Contract for the construction proposed, furnish the Performance Bond and the Payment Bond required by the Bidding Documents and provide the required insurance.

This Bid is submitted with the definite understanding that Bids are valid for acceptance by the Owner and may not be withdrawn for a period of at least sixty (60) days after the actual date of the opening thereof unless the award of the Contract is delayed due to required approvals of other governmental agencies, or sale of bonds, in which case, Bids shall be irrevocable for one hundred twenty (120) days in compliance with Act 1978-317, approved November 26, 1978.

It is understood that the Owner reserves the right to reject any or all Bids, or part thereof or items therein, and to waive technicalities required for the best interests of the Owner. Omission of any information may be sufficient cause for rejection of this Bid. It is further understood that competency and responsibility of Bidders will receive consideration before the Award of Contract.

The undersigned will not assign his Bid or any of his rights or interests thereunder without the written consent of the Owner.

The Base Bid and other required information are submitted in the spaces provided. Handwritten initials on each page of this Bid Form identify each as a part of this Bid.

BASE BID

The sum of _____ Dollars
(\$_____) for HVAC Construction of the Berks County Agricultural Center Facility
Upgrades – Phase 1.

COST BREAKDOWN

Total shall equal Base Bid.

Bonds \$ _____

HVAC Construction \$ _____

Total shall equal Base Bid.

** Cost breakdowns are for administrative purposes only and will not be used to determine the lowest possible bidder.*

Bidder's Handwritten Initials _____

Bid Form

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QUANTITY ALLOWANCES

The undersigned certifies that it has included the following "Quantity Allowances" in the above Base Bid. The undersigned further certifies that the sums stated shall be deducted from the Contract Sum by deduct change order if the corresponding work is not required by the actual conditions encountered. Refer to Section 011200, Multiple Contract Summary, as indicated below, for additional information.

Contract #3 - HVAC Construction – Section 012210, Clause 1.3.D

Allowance #HC-1: Five Hundred (500) pounds of galvanized metal duct work

\$ _____

Allowance #HC-2: Three (3) additional thermostat devices

\$ _____

Allowance #HC-3: One Hundred (100) hours of Journeyman HVAC Time

\$ _____

Allowance #HC-3: County is a finalist for the award of a lease agreement for +/- Five Thousand (5,000) square feet of space at the Agricultural Center. For HVAC Construction work of a potential fit-out of this space an allowance of One Hundred Thousand Dollars and Zero Cents (\$100,000.00).

ALTERNATES

The following listed alternate prices shall be filled in and submitted with the Bid Form. It is agreed that all Work to be performed under accepted alternate prices shall conform to the applicable Contract Documents and shall include all Work in connection with or consequent to the alternate price Work to produce a complete installation.

Alternate prices shall be all inclusive of the cost of materials, Work, profit, supervision, administration, and any and all other costs in connection therewith for Work in place and accepted or omitted as the case may be and shall hold for the same period as the Bid. The undersigned hereby proposes the following prices for Alternates, the selection of which shall be at the Owner's option:

N/A

Bidder's Handwritten Initials _____

Bid Form

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SECTION FIVE – BID FORM FOR HVAC CONSTRUCTION –
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UNIT PRICES

The Contractor is required to bid unit prices on the following items as identified below. If any extra Work is required in these categories beyond the Contract requirements, the unit prices shall be used as a basis for determining the amount of additional payment to the Contractor. If any deletions are to be made in these categories, the unit prices shall be used as the basis for determining the credit the Owner is entitled to receive. The Owner reserves the right to reject any unit price which is unreasonable or unbalanced, as compared with prevailing costs, or as compared with the unit prices submitted by the other bidders for this Project. The Owner reserves the right to ask for a revised unit price before or after the Contracts are signed.

Contract #3 - HVAC Construction – Section 012200, Clause 3.3

Unit Price #HC-01: Additional Galvanized Sheet Metal Ductwork w/ Acoustical Liner

\$ _____ /One Hundred (100) pound unit cost

Unit Price #HC-02: Wall-Mounted DDC Temperature Sensor

\$ _____ /Device

ADDENDA

The Bidder acknowledges receipt of Addenda listed below which have been issued during the bidding period and agrees that said Addenda shall become part of the Contract (Bidder shall list numbers and dates of Addenda received).

No. _____	Date _____	No. _____	Date _____
No. _____	Date _____	No. _____	Date _____
No. _____	Date _____	No. _____	Date _____

Bidder's Handwritten Initials _____

Bid Form

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IDENTIFICATION OF BIDDER

Company _____ Phone _____

Address _____

Please check the appropriate category:

_____ Sole Proprietorship
_____ Pennsylvania Corporation

_____ Partnership
_____ Foreign Corporation Registered in PA

The undersigned hereby certifies that this Bid is genuine and not sham, collusive or fraudulent or made in the interest of or on behalf of any person, firm, or corporation not herein named; and that the undersigned has not, directly or indirectly, induced or solicited any Bidder to submit a sham Bid, or any other person, firm or corporation from bidding, and that the undersigned has not, in any manner, sought by collusion to secure for himself any advantage over any other Bidder.

SIGNATURES

COMPANY NAME

FEDERAL ID# _____

STREET ADDRESS PO BOX CITY STATE ZIP

TELEPHONE #

FAX #

Witness or Attest:

An Officer, if Bidder is corporation, if not
corporation, any competent adult

Owner, Partner, or President/Vice President*

* Bidder to circle appropriate term.

END OF DOCUMENT

Bidder's Handwritten Initials _____

Bid Form

DIVISION 00
SECTION SIX – BID FORM FOR ELECTRICAL CONSTRUCTION –
AMENDMENT #3

COUNTY OF BERKS
ITB #23-12-GR - Berks County Agricultural Center Facility Upgrades – Phase 1
BID FORM – ELECTRICAL CONSTRUCTION

County of Berks
Controller's Office
Berks County Services Center
633 Court Street, 12th Floor
Reading, PA 19601

DATE _____

Attn: County Controller

The following Bid is submitted in response to your Invitation to Bid.

This Bid is submitted by:

Company Name: _____

Company Address: _____

Main Telephone: _____

Main Fax: _____

Communications and questions concerning this bid are to be directed to:

Contact Name / Title: _____

Contact Telephone: _____

Fax: _____

Contact Email: _____

Bidder's Handwritten Initials _____

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In the event our company is awarded a contract as a result of the ITB and this bid, the following individual will serve as project liaison/manager:

Name / Title: _____
Office Address: _____
Telephone: _____
Fax: _____
Email: _____

This Bidder agrees to furnish the bonds required by Article 11, Paragraph 11.4 of the General Conditions, as modified by the Owner. Bid Security in the amount required by the Instructions to Bidders is enclosed. It is agreed that Bid Security shall be forfeited to the addressee if this Bidder does not, within seven (7) days after notification of Award of Contract, enter into a Contract for the construction proposed, furnish the Performance Bond and the Payment Bond required by the Bidding Documents and provide the required insurance.

This Bidder has carefully examined the Bidding Documents and the Project site and certifies that it fully understands the requirements thereof. This Bidder agrees that, after notification of Award of Contract, it will furnish and deliver materials, water, tools, equipment, light, heat, power, tests, transportation, secure permits and licenses, do and perform labor, superintendence and means of construction, pay fees and do incidental Work, and execute, construct and finish the aforesaid in an expeditious, substantial and workmanlike manner, in accordance with the Bidding Documents to the complete satisfaction and acceptance of the Owner for the price hereinafter stated.

As set forth in Article 8, Subparagraph 8.2.4 and Article 9, Subparagraph 9.11 of the General Conditions, Bidder submits this Bid with the understanding that the **Berks County Agriculture Center Facility Upgrades – Phase 1** encompassed in the Bidding Documents shall be commenced immediately upon receipt of the Notice to Proceed and shall be fully and finally completed in accordance with the Project schedule established by the Owner, and that time for the completion of the Work shall be considered as of the essence of this Contract, and that for the costs of extra inspections, salaries of contingent forces and other expenses entailed by the Owner by delay in completing the Contract, said Owner shall be entitled to the fixed sum of One Thousand Dollars (\$1,000.00), per Contractor, per calendar day, until the Date of Substantial Completion as liquidated damages for each and every days' delay, not caused by the Owner. This provision shall apply to each and every phase of construction.

In addition to the foregoing and without limiting the foregoing, the Contractor and Contractor's Surety shall be jointly and severally liable for and shall pay the Owner the costs incurred by the Owner resulting from the Contractor's delay in submitting Shop Drawings, Product Data, Samples and similar submittals beyond the required number of days specified for such submittals as provided in the Contract Documents as liquidated damages, and not as a penalty,

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in the amount of Five Hundred Dollars (\$500.00) per calendar day, for each calendar day of delay until such submittal has been properly submitted as provided in the Contract Documents. All submittals shall be received from the Contractors by the earlier of the date set forth in the Contract Documents, if applicable, or within forty-five (45) days of the Notice to Proceed.

Bidder understands that the Award of Contract will be preconditioned on submittal to the Owner and the Architect, of a Certificate of Insurance as outlined in the General Conditions, within seven (7) days after notification of Award of Contract is received by this Contractor.

Bidder understands the following supplements to the Bid Form **must be** submitted concurrent with this bid submission.

- Bid Bond Form and Consent of Surety
- Substitution List
- Non-Collusion Affidavit
- Commonwealth of Pennsylvania Public Works Employment Verification Form for both Bidder and Subcontractors
- Bidder's Qualifications (AIA Document A305, 1986 edition)
- Bidder's Qualification Form Supplement
- Bidder's Financial Disclosure Form
- Sample Certificate of Insurance evidencing limits required herein
- Worker Protection and Investment Certification Form BOP-2201

FAILURE TO SUBMIT ALL OF THESE ITEMS, ON THE COUNTY SUPPLIED FORM WHEN APPLICABLE, MAY RESULT IN A BID BEING REJECTED AS NON-RESPONSIVE.

Bidder understands the following supplement to the Bid Form must be submitted within seven (7) calendar days after receipt of the Notice of Intent to Award.

- Equipment Suppliers List
- Subcontractors List
- Performance Bond
- Payment Bond
- Certificate of Insurance evidencing the limits and including the additional insured language required herein

It is agreed that Bid Security shall be forfeited to the addressee if this Bidder does not, within **(i) seven (7) days after the Notice of Intent to Award a Contract submit the Verification Forms required by the Public Works Employment Verification Act on behalf of itself and each of its Subcontractors and (ii) seven (7) days after notification of Award of Contract**, enter into a Contract for the construction proposed, furnish the Performance Bond and the Payment Bond required by the Bidding Documents and provide the required insurance.

This Bid is submitted with the definite understanding that Bids are valid for acceptance by the Owner and may not be withdrawn for a period of at least sixty (60) days after the actual date of the opening thereof unless the award of the Contract is delayed due to required approvals of

Bidder's Handwritten Initials _____

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other governmental agencies, or sale of bonds, in which case, Bids shall be irrevocable for one hundred twenty (120) days in compliance with Act 1978 317, approved November 26, 1978.

It is understood that the Owner reserves the right to reject any or all Bids, or part thereof or items therein, and to waive technicalities required for the best interests of the Owner. Omission of any information may be sufficient cause for rejection of this Bid. It is further understood that competency and responsibility of Bidders will receive consideration before the Award of Contract.

The undersigned will not assign his Bid or any of his rights or interests thereunder without the written consent of the Owner.

The Base Bid and other required information are submitted in the spaces provided. Handwritten initials on each page of this Bid Form identify each as a part of this Bid.

BASE BID

The sum of _____ Dollars
(\$ _____) for Electrical Construction of the Berks County Agricultural Center Facility
Upgrades – Phase 1.

COST BREAKDOWN

Total shall equal Base Bid.

Bonds \$ _____

Electrical Construction \$ _____

Total shall equal Base Bid.

* Cost breakdowns are for administrative purposes only and will not be used to determine the lowest possible bidder.

Bidder's Handwritten Initials _____

Bid Form

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QUANTITY ALLOWANCES

The undersigned certifies that it has included the following "Quantity Allowances" in the above Base Bid. The undersigned further certifies that the sums stated shall be deducted from the Contract Sum by deduct change order if the corresponding work is not required by the actual conditions encountered. Refer to Section 011200, Multiple Contract Summary, as indicated below, for additional information.

Contract #4 - Electrical Construction – Section 012210, Clause 1.3.E

Allowance #EC-1: Ten (10) Additional Duplex receptacles and 20A circuit

\$ _____

Allowance #EC-2: Five (5) Additional Data Outlets

\$ _____

Allowance #EC-3: Five (5) Additional Wall Mounted Fire Alarm Audio/Visual Appliances

\$ _____

Allowance #EC-4: Five (5) Additional Ceiling Mounted Fire Alarm Smoke Detectors

\$ _____

Allowance #EC-5: Five (5) Additional Exit Signs and branch circuit

\$ _____

Allowance #EC-6: Two Hundred (200) hours of Journeyman Electricians time

\$ _____

Bidder's Handwritten Initials _____

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Allowance #EC-7: County is a finalist for the award of a lease agreement for +/- Five Thousand (5,000) square feet of space at the Agricultural Center. For Electrical Construction work of a potential fit-out of this space an allowance of One Hundred Twelve Thousand Dollars and Zero Cents (\$112,000.00).

ALTERNATES

The following listed alternate prices shall be filled in and submitted with the Bid Form. It is agreed that all Work to be performed under accepted alternate prices shall conform to the applicable Contract Documents and shall include all Work in connection with or consequent to the alternate price Work to produce a complete installation.

Alternate prices shall be all inclusive of the cost of materials, Work, profit, supervision, administration, and any and all other costs in connection therewith for Work in place and accepted or omitted as the case may be and shall hold for the same period as the Bid. The undersigned hereby proposes the following prices for Alternates, the selection of which shall be at the Owner's option:

N/A

UNIT PRICES

The Contractor is required to bid unit prices on the following items as identified below. If any extra Work is required in these categories beyond the Contract requirements, the unit prices shall be used as a basis for determining the amount of additional payment to the Contractor. If any deletions are to be made in these categories, the unit prices shall be used as the basis for determining the credit the Owner is entitled to receive. The Owner reserves the right to reject any unit price which is unreasonable or unbalanced, as compared with prevailing costs, or as compared with the unit prices submitted by the other bidders for this Project. The Owner reserves the right to ask for a revised unit price before or after the Contracts are signed.

Contract #4 - Electrical Construction – Section 012200, Clause 3.4

Unit Price #EC-01: Additional Duplex Receptacle & 20A Circuit

\$ _____ /receptacle

Unit Price #EC-02: Additional Data Jacks

\$ _____ /each

Bidder's Handwritten Initials _____

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Unit Price #EC-03: Wall Mounted Fire Alarm Audible/Visual Appliances

\$ _____ /device

[unit pricing continued on next page]

Unit Price #EC-04: Ceiling Mounted Fire Alarm Smoke Detector

\$ _____ /device

Unit Price #EC-05: Exit Sign

\$ _____ /device

ADDENDA

The Bidder acknowledges receipt of Addenda listed below which have been issued during the bidding period and agrees that said Addenda shall become part of the Contract (Bidder shall list numbers and dates of Addenda received).

No. _____	Date _____	No. _____	Date _____
No. _____	Date _____	No. _____	Date _____
No. _____	Date _____	No. _____	Date _____

Bidder's Handwritten Initials _____

Bid Form

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IDENTIFICATION OF BIDDER

Company _____ Phone _____

Address _____

Please check the appropriate category:

Sole Proprietorship Partnership
 Pennsylvania Corporation Foreign Corporation Registered in PA

The undersigned hereby certifies that this Bid is genuine and not sham, collusive or fraudulent or made in the interest of or on behalf of any person, firm, or corporation not herein named; and that the undersigned has not, directly or indirectly, induced or solicited any Bidder to submit a sham Bid, or any other person, firm or corporation from bidding, and that the undersigned has not, in any manner, sought by collusion to secure for himself any advantage over any other Bidder.

SIGNATURES

COMPANY NAME

FEDERAL ID# _____

STREET ADDRESS PO BOX CITY STATE ZIP

TELEPHONE #

FAX #

Witness or Attest:

An Officer, if Bidder is corporation, if not
corporation, any competent adult

Owner, Partner, or President/Vice President*

* Bidder to circle appropriate term.

END OF DOCUMENT

Bidder's Handwritten Initials _____

Bid Form