



March 14, 2022

TO ALL PROSPECTIVE BIDDERS

RE: Schuylkill Valley School District
High School and Elementary School HVAC Upgrades
Contract Nos. 1 through 3
ADDENDUM NO. 1
SSM File 103916.0008

Dear Bidders:

The CONTRACT DOCUMENTS for the subject project are hereby revised by the following additions, changes, and/or deletions, which shall constitute ADDENDUM NO. 1.

1. **Pre-Bid Meeting Minutes**

ATTACHED: Agenda, Minutes, and sign-in sheet for the voluntary pre-bid meeting held on March 1, 2022 at the offices of the Schuylkill Valley School District

2. **Bidder Questions**

ATTACHED: Questions and responses posted on the PennBid system and are hereby incorporated into this Addendum 1. Formal Addenda Items related to these items are provided after this section as applicable.

3. **PROJECT MANUAL REVISIONS AND CLARIFICATIONS**

The following Project Manual Sections have been updated/revised. In each case, the Bidder is responsible to make note of the revisions. In the case of extensive revisions the Engineer has noted if a new document is being provided for use by Bidders.

A. Form EJCDC C-520: Agreement Between Owner and Contractor, Article 4 - Contract Times. Paragraph 4.02 is hereby revised to read as follows:

“The Work will be substantially completed on or before **Two Hundred Ten (210) days** after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **Two Hundred Forty (240) days** after the date when the Contract Times commence to run.” Should the owner award the Alternate Bid, the Work will be substantially completed on or before **One Hundred Eighty (180) days** after the date when the

Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **Two Hundred Ten (210) days** after the date when the Contract Times commence to run.”

B. Form EJCDC C-410: Bid Forms, Contract Nos. 1 through 3:

1. All Bid Forms have been modified to include an Add/Deduct Line Item to accelerate the project completion schedule by 30 days as an Alternate Bid. That is, to achieve Substantial Completion in 180 days and Final Completion in 210 days respectively after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions.

At the discretion of the Owner, the Contract may be awarded to the responsive Bidder with the lowest Total Base Bid (210 days and 240 days for substantial and final completion, respectively) or to the responsive Bidder with the lowest Total Alternate Bid (180 days and 210 days for substantial and final completion, respectively).

2. The Bid Forms have been modified to include the requirement for the submission of a compliant project schedule as part of the Contractor’s Bid.
3. The Bid Form for Contract No. 3 has been modified to include line items for the provision of portable air conditioning units on a weekly basis if directed by the Owner.

C. Division 1- General Requirements: Section 011000 Summary

Paragraph 1.7. Access to Site – The following clarifications and supplementary information is provided:

- A. Use of Site – The work site shall be available to all Contracts beginning on June 10, 2022. Contractor work hours shall be 7:00 AM to 7:00 PM through August 24, 2022, and may be extended with permission from the Owner. Beginning August 25, 2022 work hours shall be 4:00 PM through 3:00 AM; there will be no access to the work site during regular school hours, except to the mechanical room.
- B. Cleaning – It is clarified that Contract 1 shall have the responsibility for the installation of drop cloths, etc. and protection of floors, furniture, and equipment in the work areas. Each Contractor is responsible to maintain a clean work area, protect existing furniture and equipment, and to remove all trash and debris generated by their respective work.

4. **DRAWING REVISIONS AND CLARIFICATIONS**

The following drawings are revised as noted below. Where indicated new Drawing(s) have been provided. Revisions to Drawings are indicated via “clouding.”

- A. **Drawing G.0-00** – New Drawing provided to indicate sheet M.4-02 is not used and changed the description of sheet M.4-01 to Details.
- B. **Drawing M.5-03** – New Drawing provided to remove note indicating equipment was pre-purchased by the owner. The equipment listed on sheet M.5-03 shall be purchased by the contractor.
- C. **Drawing EP.1-02** – Added drawing notes #8 & #9 to clarify LEV Kit power circuit(s).
- D. **Drawing EP.1-08** – Clarified branch circuits for RTU-4, RTU-5, RTU-6, & RTU-7 to coordinate with panel schedule.
- E. **Drawing E.4-01** – Updated MOCP and branch circuiting for RTU-4, RTU-5, RTU-6, & RTU-7.
- F. **Drawing EP.1-01-HS** – Updated Roof Plan scale.
- G. **Drawing EP.1-02-HS** – Updated Roof Plan scale.

End of Addendum No. 1

Very truly yours,
Spotts, Stevens and McCoy

Attachments: MINUTES and AGENDA – PRE-BID MEETING with ATTENDEE SIGN-IN SHEET

PENNBID QUESTIONS AND RESPONSES

REVISED BID FORMS – CONTRACT NOS. 1 THROUGH 3

DRAWINGS AS INDICATED

PRE-BID MEETING MINUTES

Project Name: Schuylkill Valley School District HVAC Upgrade
Client: Schuylkill Valley School District
SSM File: 103916.0008
Date: March 1, 2022

Meeting Topic Pre-Bid Meeting

Facilitator SSM Group, Inc.

Attendees	Seth Nace	SSM Group, Inc. (SSM)	610-621-2000
	Michelle Hohl	SSM Group, Inc. (SSM)	610-621-2000
	Tristan Allmendinger	SSM Group, Inc. (SSM)	610-621-2000
	John Reedy	Schuylkill Valley School District.....	610-916-5448
	Casey Blankenbiller	Schuylkill Valley School District.....	610-916-5439
	Grant Straiton	Balton Construction.....	951-317-8261
	Jeff Lawrence	McClure Co.	717-574-6889
	Bill Heydt	Burkhardt Mechanical	610-223-1446
	Paige Grossman	Trane.....	717-941-0971
	Curt Leibold	Leibold HVAC	570-593-8743
	John Cappellano	Leibold HVAC	610-334-1043
	Eric Sollenberger	MYCO Mechanical	717-880-0531
	Kevin Stechman	SAS, Inc.	717-866-6643
	Bryan Eschleman	Warko Group	484-256-5998
	Bob Garman	Warko Group	610-587-3803
	Todd Cameron	Uhrig Construction	610-373-1612
	Chris Reichardt	Pagoda Electical	610-823-5432
	Nate Blanski	Blanski Energy	610-823-2883
	Nick Lynn	Blanski Energy	610-373-5273
	Kevin Snyder	Hirneisen Electric	610-727-9438
	Justin Peachey	ECI Construction	717-638-3000

INTRODUCTIONS & PROJECT DESCRIPTION

01:00 PM - Start of Meeting at Schuylkill Valley Administration Offices.

1. General introduction of Schuylkill Valley School District representatives and engineer.
2. Contract requirements:
 - o Contract 1 – General
 - o Contract 2 – Electrical
 - o Contract 3 – HVAC
3. Scope of Work
 - o Upgrade of the HVAC systems and equipment in the elementary and high school
 - o In the Elementary School and High school large air handling units will be replaced with rooftop units.

- Systems to be converted from two pipe chilled and hot water system to combination of packaged rooftop DX and VRF systems serving unit ventilators and fan coil units
 - VRF systems to continue to use hot water as backup and supplemental heat for very low temperatures
 - In the Elementary School the existing chiller is to be removed and the existing boilers to be replaced with natural gas condensing boilers
 - Existing heating water pumps to be replaced
 - Existing heating only control valves to be replaced
 - Existing pneumatic controls to be replaced with DDC controls and existing controls returned to client
4. All bids shall be based on specified materials in accordance with the specifications. Bid price to be based on the use of specified materials. Bids shall not be based on substitutions.
 5. Contract Time and Liquidated Damages
 - 180 days to Substantial Completion
 - 210 days to Final Completion
 - \$250/day beyond Substantial Completion
 - \$250/day beyond Final Completion
 6. Basis for award is described on Bid Form.
 7. Building permit to be obtained by the Contractor.
 8. Prevailing wages rates are provided in the Project Manual.
 9. Bidders were reminded to submit questions via PennBid to be answered and become part of record documents. Questions will be answered through the PennBid system.
 10. Site inspection is the responsibility of the bidders. All bidders are encouraged to walk the project area and makes note of any question to be posted through PennBid. Bidders to contact Casey Blankenbiller, Director of Buildings and Grounds, Schuylkill Valley School District for additional building access and walk around of project area. (cell: 484-651-7129, office: 610-916-5439 or email: cblankenbiller@schuylkillvalley.org)
 11. Bid due date remains March 24, 2022 at 11:00 AM. All bids shall be submitted on PennBid.
 12. Attendees participated in a post-meeting walk-through site of High School and Elementary School.

COMMENTS AND GENERAL DISCUSSIONS FROM THE PRE-BID MEETING

These notes are a general summary. Pertinent information will be formally added to the Bidding Documents as addenda if required.

1. The contractor is to provide sanitary facilities and dumpsters for the duration of project.
2. Equipment storage areas are to be coordinated with the school district. Bidders must provide fencing at their cost if secure storage is desired.

3. School District will provide card and badge access into buildings during construction.
4. All owner furnished equipment is expected to be stored on site.
5. Schuylkill Valley School District has awarded a roofing contract for the elementary school.
 - HVAC contractor is expected to coordinate with roofing contractor during project.
 - HVAC contractor is to install roof curbing.
6. Rooftop units for the elementary school and high school have been pre-purchased as well as the VRF system for the elementary school administration area.
 - Equipment shown on the Shamenek Engineering drawings has also been pre purchased.
7. Building permit costs will be paid for by Schuylkill Valley School District. Successful bidder will be responsible for preparing the permit application.
8. Schuylkill Valley School District to be the warranty holder for pre-purchased equipment.
9. The effective date for the start of all equipment warranties is based on date of substantial completion (per the contract documents).
10. Controls are to be included in HVAC package.
11. Both the elementary and high school projects can be done concurrently.
12. Several attendees expressed concern regarding the contract time being insufficient due to anticipated delivery times for contractor purchased equipment and materials (anticipated at 12 to 16 weeks from the time the order is placed). The Engineer will review this concern with the Owner and respond to Bidders accordingly. Bidders were directed to formally note this concern via the Pennbid system.
13. The Project is expected to take place during summer break (no school in session). Contractor must coordinate working hours with the school district on building access and working area.
14. Dust protection shall be provided in the library for books/shelving during construction. Provide dust/damage protection for any flooring and owner furnishings that are located in the area of work throughout the project. Protective mats must be used on the gymnasium floor.
15. Schuylkill Valley School District to provide tanks for glycol recovery. Coordinate with the school district for proper disposal and recovery at the high school and elementary school.
16. The general contractor is responsible for ceiling removal and replacement associated with existing HVAC demo and new work. Removal/replacement of seating and protection of floors as necessary shall be included in the bid price.
17. The Drawings will be updated by the Engineer to reflect changes to the schedule of pre-purchased items.

SCHUYLKILL VALLEY SCHOOL DISTRICT

Elementary School HVAC Upgrade And High School Rooftop Upgrade

PRE-BID MEETING
Tuesday, March 1, 2022
1:00 PM

1. Bid Due Date & Time: March 24, 2022
11:00 AM
2. Bid Location: PennBid Opening and Posting
3. Contracts: Contract 1 – General
Contract 2 – Electrical
Contract 3 – HVAC
4. Scope of Work: Major components of the project include the following:
 - Upgrade of the HVAC systems and equipment in the elementary and high school
 - In the Elementary School and High school large air handling units will be replaced with rooftop units.
 - Systems to be converted from two pipe chilled and hot water system to combination of packaged rooftop DX and VRF systems serving unit ventilators and fan coil units
 - VRF systems to continue to use hot water as backup and supplemental heat for very low temperatures
 - In the Elementary School the existing chiller is to be removed and the existing boilers to be replaced with natural gas condensing boilers
 - Existing heating water pumps to be replaced
 - Existing heating only control valves to be replaced
 - Existing pneumatic controls to be replaced with DDC controls and existing controls returned to client

SCHUYLKILL VALLEY SCHOOL DISTRICT

Elementary School HVAC Upgrade
And High School Rooftop Upgrade

5. Substitutions: In accordance with the specifications, all bids shall be based on the specified materials.
6. Contract Time: 180 days to Substantial Completion
210 days to Final Completion

Notice to proceed is anticipated to be issued in April 2022 subject to timely execution of contract documents by the successful bidder.
7. Liquidated Damages: \$250/day beyond Substantial Completion
\$250/day beyond Final Completion
8. Base Bid: Bid price must be based on the use of specified materials. Bids shall not be based on substitutions.
9. Basis for Award: Described on Bid Form.
10. Building Permit Obtained by Contractor.
11. Prevailing Wages This is a prevailing wage project. Prevailing wages rates are provided in the Project Manual.
12. Questions: All questions shall be posted on the PennBid site and responses/clarifications will be posted by the Engineer. Answers to significant questions or updates to the drawings or specifications will be issued in an Addendum.
13. Site Inspection: Responsibility of the Bidders.
14. Addendum No. 1 Will include minutes from this meeting, responses to questions on PennBid, plus any Drawing/Specification revisions identified at this time.

MEETING SIGN-IN

Project Name: Schuylkill
Valley HVAC Upgrade

SSM File:103916.0008

Meeting Topic: Pre-Bid Meeting

Date: Tuesday, March 1, 2022

Attendees

Name/Title	Company	Email	Phone #
JEFF LAWRENCE	MCCLURE CO	jefflawrence@mcclureco.com	717 574 6889
Grant Straiton	Balton Construction	grant@baltonconstruction.com	951 317 2261
Bill HEYDT	Buekharts Mech	bheydt@BuekhartsMechanical.com	610 223 1446
Justin Peachey	eciConstruction	estimating@eciconstruction.com	717 638 3000
Paige Grossman	Trane	paige.grossman@trane.com	717 941 0971
Curt Leibold PM	LEIBOLD HVAC	Curt.Leibold@LeiboldHVAC.com	570 593 8743
JOHN CAPPELLANO	LEIBOLD	John.cappellano@leiboldhvac.com	610 334-1043
Eric Sollenberger	MYCO	eric esollenberger@MYCOMechanical.com	717.880.0531
Kevin Stechman	SAS, inc	OFFICE@SASINC.US	717-866-6643
BRYAN ESCHELMAN	WANKO	BRYAN@THEWANKOGROUP.COM	484-256-5228
BOB GARMAN	WANKO	bobg@THEWANKOGROUP.COM	610-527-3603

**Schuylkill Valley School District
High School and Elementary School HVAC Upgrades
Contract Nos. 1 through 3
SSM File 103916.0008**

Responses to Bidder Questions Posted on the PennBid System

1. Notes 5, 6, 7, and 8 on Electrical plan EP.D-06, show AHU-7, 8, and 9 and 3 roof fans to be disconnected and removed, but the mechanical plans do not show these items as needing removed. Which is correct? Shannon Smith
[Work shown on SSM electrical plans is accurate. See included Mechanical plans from Shamenek related to RTU's.](#)
2. Which contractor is responsible for removing and replacing the ceilings, and items such as lights, fire alarm devices, speakers, security, or lighting motion detectors, wireless access devices, in the ceiling where HVAC items need to be removed from above it? Shannon Smith
[General contractor is responsible for removing and replacing ceilings, as well as temporarily supporting lighting and ancillary devices.](#)
3. General conditions article 14.02-D states Inspection and testing, paid for by the contractor. The electrical bid form shown \$5,000.00 is to be included for testing and inspection. Does the Electrical contractor need to pay for testing and inspection in addition to the \$5,000.00 listed on the bid for or will the Electrical testing and inspection be paid for with the \$5,000.00 listed on the bid form? Shannon Smith
[The Owner will pay for the electrical permit, which would typically include the required inspection fees. The \\$5,000 allowance included on the bid form is for any supplemental testing required beyond that required by the electrical permit.](#)
4. Does note #3 on drawing EP.1-01 mean that the conduit and wire for this is provided by the HVAC contractor or by Trane, or does it mean that the EC should provide conduit and wire to a control device that is provided by Trane? Shannon Smith
[Low voltage control wiring to be provided and installed by the HVAC contractor. EC to provide any 120V and greater circuiting.](#)
5. If the EC is to provide conduit and wire where notes #3 appear on drawing EP.1-01, can you provide a location where these valves would be? Shannon Smith
[Low voltage control wiring to be provided and installed by the HVAC contractor. Valves are directly adjacent to the unit shown.](#)
6. Does the EC need to provide power to the Damper Actuators shown on EP.1-01 in rooms A136, A137, Corridor E, and Corridor B, or are these control wired by the HVAC, or the HVAC ATC contractor? Shannon Smith
[Damper actuators are new and only require low voltage control wiring to be provided and installed by the HVAC contractor.](#)

7. There are no power connections shown to the EDH units in rooms A132, A130, A133, and A134 on drawing EP.1-01. Does the EC need to provide power to these or are these control wired by the HVAC, or the HVAC ATC contractor? Shannon Smith
EDH units are existing to remain and only require low voltage control wiring to be provided and installed by the HVAC contractor.
8. Notes 1 and 2 on both drawings A-1.01 and A-1.02 mentions temporarily supporting lights and ceiling devices. Is the work to support lighting and ceiling devices done by the GC or by the EC.? General contractor is responsible for removing and replacing ceilings, as well as temporarily supporting lighting and ancillary devices.
9. Note #2 on drawing EP.1-02, show a requirement for power to Trane Lev Kit. Should the power for these Lev Kits be connected to the nearest UV, or should these be run on separate a separate new circuit to a local panel?
UV-3 shall be tied to 20A, 208V-1PH CIRCUIT "D2(R)-15,17" used for UV's in 2nd floor Corridor "D". UV-4 shall be tied to 20A, 208V-1PH CIRCUIT "C2(R)-7,9" used for UV's in 2nd floor Corridor "C".
10. Note #1 on drawing EP.1-02, show conduit and wire to HUH units control valve by Trane. There is also a circuit NEL-29 shown to all but one of these. Do all of these need power supplied by the EC?
We believe this should reference drawing EP.1-02. HUH units are existing to remain and only require low voltage control wiring to be provided and installed by the HVAC contractor.
11. Does the EC need to provide a power disconnect switch or a thermal switch for the HUH units shown on drawing EP.1-07?
HUH units are existing to remain and only require low voltage control wiring to be provided and installed by the HVAC contractor.
12. There is a combination starter shown on drawing EP.107 for Supply fan SF-1. Is this combo Stater provided by the HVAC, or Trane, or the EC?
Electrical contractor to provide.
13. Can you tell us when the Boiler/Mech Room (mechanical) drawings will come out for the High School.
A date has not been determined.

14. Circuits HE-19, HE-20, HE-21 and HE-22, on drawing EP.1-08 show wire for these circuits as 3-#8's. The panel schedule HE for these circuits require 3-#6's on a 50/3 breaker. Should these 2 breakers be changed to 40/3, or should the wire be changed to #6's?
Circuits HE-19 & HE-21 shall be 3#6 & 1#10 - 1" C with a 45A breaker. Circuits HE-20 & HE-22 shall be 3#6 & 1#10 - 1" C with a 50A breaker.
15. Can you provide Drawing M.4-02 ?
The reference to Sheet M.4-02 is an error. The information can be found on sheet M.4-01, which is labeled "Mechanical Details."
16. Please clarify what equipment will be provided by the owner and what equipment is already on site versus what the contractors are required to procure for both the Elementary School and the High School.
All of the HVAC equipment shown on the Shamenek Engineering drawings has been pre-purchased. This includes all the rooftop units as well as the VRF system in the elementary school administration area. The VRF system includes the outdoor condensing unit labeled VRF-1, nine indoor units, a branch controller BC-1, and a ventilation unit ERV-1. All of the roof curbs for the rooftop units have also been pre-purchased except for the curbs associated with RTU-14 and RTU-15. The equipment shown on the Spotts, Stevens & McCoy drawings will be purchased by the HVAC contractor.
17. There was some discussion at the pre-bid meeting about how to remove the AHU units in the auditorium area. It was suggested that HVAC contractor may need to remove the drywall ceiling below the units to remove them. Which contractor would carry the cost of removing and replacing the lights, and other electrical devices in this ceiling below the units?
General contractor is responsible for removing and replacing ceilings. In rigid ceilings, Electrical Contractor shall disconnect and safe-off circuits and remove, store, clean, and replace existing lights and other electrical devices removed as a result of the AHU replacement.
18. There does not seem to be any ceiling replacement in the High school building, other than in the Library, by the GC as there is in the elementary school. Which contractor shall remove and replace ceilings in the work areas?
General contractor is responsible for removing and replacing ceilings.
19. There does not seem to be any ceiling replacement in the High school building, other than in the Library, by the GC as there is in the elementary school. Which contractor shall remove and replace light fixtures, fire alarm devices, speakers, security, or lighting motion detectors, wireless access devices in the affected work areas
General contractor is responsible for removing and replacing ceilings, as well as temporarily supporting lighting and ancillary devices.

20. What are the approximate gallons of glycol in the existing HVAC system at the Elementary school and High School?
SSM has not performed a system volume calculation for the existing system at the High School or Elementary School. Existing drawings indicate that the system is a 15% glycol solution for both schools. Contractor shall measure existing chemical/glycol levels and verify type of chemicals with facility staff. At the elementary school the final design will require the system to be drained, flushed, and refilled with water.
21. Has the duration for acquisition of Equipment been taken into consideration for schedule for this project?
Please refer to Addendum No. 1.
22. Can pro-press and / or Mega-Press and Mega-Press "G" be utilized on this project to make it more cost-effective?
Contractor should base their bids on the design documents and follow the substitution process outlined in the specifications.
23. Can mechanically grooved products be utilized on this project to make it more cost-effective?
Contractor should base their bids on the design documents and follow the substitution process outlined in the specifications.
24. Please provide manufacture roofing warranty information and contact for installation contractor who initially installed the roof.
The installing contractor contact for the High School and Elementary school is Scott Liebl at Richard L. Sensenig Company 717-733-0364. The contractor holds the roof warranty and any roof work shall be coordinated with this contract to maintain roof warranty.
25. Is Zoom-Lok or equal product an excepts or fitting product to be utilized on the refrigeration piping?
Contractor should base their bids on the design documents and follow the substitution process outlined in the specifications.
26. Can the demolition of the mechanical rooms begin prior to the school summer break?
Contractor will need to coordinate with the school district for scheduling of work when school is occupied.
27. Who is responsible for the protection of the gym floors?
The general contractor is responsible for protection of the floors.
28. At the High School, there does not seem to be a defined scope of ceiling removal work other than in the library area. Who is responsible for seeing removal and reinstallation in areas requiring so for the installation of the new HVAC equipment or the demolition of existing HVAC Equipment?
General contractor is responsible for removing and replacing ceilings.

29. Will the owner permit the HVAC contractor to work on installation of the new gas piping during normal school hours prior to school being dismissed for summer break?

No.

30. Will there be a High School Mechanical room plan provided?

No.

31. Who performs the start-up on pre-purchased equipment?

Contractor shall engage a factory authorized service representative to perform startup service. See specification sections 237416.11 and 237416.13.

32. The Scale on drawing EP.D-02-HS is noted $1/8"=1'$, making the distance across the library 75 feet. The Scale on drawing EP.1-01-HS is noted $1/8"=1'$, making the distance across the library 37 feet. The Scale on drawing EL.1-01-HS is noted $1/4"=1'$, making the distance across the library 75 feet. Can you please provide the correct and usable scales for the Electrical drawings?

The Scale on drawing EP.D-02-HS noted as $1/8"=1'$ is correct. The Scale on drawing EP.1-01-HS roof plan is incorrect and shall be noted as $1/16"=1'$. In addition, the scale on drawing EP.1-02-HS roof plan is incorrect and shall be noted as $1/16"=1'$. The Scale on drawing EL.1-01-HS noted as $1/4"=1'$ is correct. Library is approx. 75' wide.

33. Does the mechanical contractor own the concrete pads?

Per the multiple contract summary, each contractor is responsible to provide equipment pads/trenching/backfill/restoration, etc. for work associated with their contract. Refer to the "S" series drawings for the equipment pad specifications.

BID FORM

Elementary School HVAC Upgrade and High School Rooftop Unit Project
Contract 1 – General Construction

TABLE OF CONTENTS

	Page
Article 1 – Bid Recipient	1
Article 2 – Bidder’s Acknowledgements	1
Article 3 – Bidder’s Representations.....	1
Article 4 – Bidder’s Certification	2
Article 5 – Basis of Bid.....	3
Article 6 – Time of Completion	4
Article 7 – Attachments to this Bid	4
Article 8 – Defined Terms.....	4
Article 9 – Bid Submittal.....	5

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

Schuylkill Valley School District
929 Lakeshore Drive
Leesport PA 19533

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, unless award is delayed by a required approval from a government agency, the sale of bonds, or the award of a grant, in which event, the Bids shall remain open for a period of one hundred twenty (120) calendar days from the date of bid opening. The Owner will either award the contract within the applicable time period or reject all Bids, returning the Bid Security to the Bidders. A thirty (30) day time extension of the date for the award may be made by the mutual written consent of the Owner and the lowest responsible, responsive Bidder.

2.02 Bidder will sign and submit the Agreement along with the Bonds and other documents requires by the Bidding Requirement within the time period indicated in the Notice of Award.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
_____	_____
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the

Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner, and
- E. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.E:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at

artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following Lump Sum and Unit Price(s):

SCHEDULE OF PRICES

	<u>Description</u>	<u>Units</u>	<u>Estimated Quantity</u>	<u>Bid Unit Price</u>	<u>Bid Price</u>
1.	Bonds and Insurance	LS	1		\$
2.	Mobilization and Demobilization	LS	1		\$
3.	Construction of General Contract Scope as required by the drawings and specifications complete in place	LS	1		\$
4.	Inspection and Testing Allowance	LS	1		\$5,000
5.	Allowance for miscellaneous work ordered by the Owner and/or Engineer	LS	1		\$5,000
6.	Add/deduct for execution of contract at 180 days to Substantial Completion and 210 Days for Final Completion	LS	1		\$

Total of All Lump Sum and Unit Price Items 1 through 5 equals the Total Bid Price (Base Bid) \$ _____

Total Amount of Base Bid in written words

**Total of All Lump Sum and Unit Price Items 1 through 6
equals the Total Alternate Bid Price (Alternate Bid) \$ _____**

Total Amount of Alternate Bid in written words

At the discretion of the Owner, the Contract may be awarded to the responsive Bidder with the lowest Total Bid Price of all Lump Sum and Unit Price bid items for the Base Bid (Item Nos. 1 through 5) or to the responsive Bidder with the lowest Total Bid Price of all Lump Sum and Unit Price bid items for the Alternate Bid (Item Nos. 1 through 6).

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

The use of the word "complete" or "in place" in the Schedule of Prices shall be understood to mean the item of Work includes all labor, materials, tools, equipment, excavation (regardless of material encountered), backfill, restoration, reseeding and incidental work necessary to complete the item.

All specified cash allowances are included in the price(s) set forth above, and have been computed in accordance with Paragraph 13.02 of the General Conditions.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security; if Bid Bond use only the two page form included with the Bidding Documents;
 - B. Noncollusion Affidavit;
 - C. Required Bidder Qualification Statement with supporting data; and
 - D. Public Works Verification Form – Act 127
 - E. **Project Schedule (for Base and Alternate Bids) demonstrating compliance with the contract times per Paragraph 4.02 of the Agreement between Owner and Contractor**

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

By:
[Signature] _____

[Printed name] _____
(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:
[Signature] _____

[Printed name] _____

Title: _____

Submittal Date: _____

Address for giving notices:

Telephone Number: _____

Fax Number: _____

Contact Name and e-mail address: _____

Bidder's License No.: _____
(where applicable)

++ END OF BID FORM ++

BID FORM

Elementary School HVAC Upgrade and High School Rooftop Unit Project
Contract 2 – Electrical

TABLE OF CONTENTS

	Page
Article 1 – Bid Recipient	1
Article 2 – Bidder’s Acknowledgements	1
Article 3 – Bidder’s Representations.....	1
Article 4 – Bidder’s Certification	2
Article 5 – Basis of Bid.....	3
Article 6 – Time of Completion	4
Article 7 – Attachments to this Bid	4
Article 8 – Defined Terms.....	4
Article 9 – Bid Submittal.....	5

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

Schuylkill Valley School District
929 Lakeshore Drive
Leesport PA 19533

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, unless award is delayed by a required approval from a government agency, the sale of bonds, or the award of a grant, in which event, the Bids shall remain open for a period of one hundred twenty (120) calendar days from the date of bid opening. The Owner will either award the contract within the applicable time period or reject all Bids, returning the Bid Security to the Bidders. A thirty (30) day time extension of the date for the award may be made by the mutual written consent of the Owner and the lowest responsible, responsive Bidder.

2.02 Bidder will sign and submit the Agreement along with the Bonds and other documents requires by the Bidding Requirement within the time period indicated in the Notice of Award.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
_____	_____
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and

drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner, and
- E. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.E:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at

artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

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4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following Lump Sum and Unit Price(s):

SCHEDULE OF PRICES

	<u>Description</u>	<u>Units</u>	<u>Estimated Quantity</u>	<u>Bid Unit Price</u>	<u>Bid Price</u>
1.	Bonds and Insurance	LS	1		\$
2.	Mobilization and Demobilization	LS	1		\$
3.	Construction of Electrical Scope as required by the drawings and specifications complete in place	LS	1		\$
4.	Electrical demolition and temporary power connections	LS	1		\$
5.	Inspection and Testing Allowance	LS	1		\$5,000
6.	Allowance for Miscellaneous work ordered by the Owner and/or Engineer	LS	1		\$5,000
7.	Add/deduct for execution of contract at 180 days to Substantial Completion and 210 Days for Final Completion*	LS	1		\$

Total of All Lump Sum and Unit Price Items 1 through 6 equals the Total Bid Price (Base Bid) \$ _____

Total Amount of Base Bid in written words

**Total of All Lump Sum and Unit Price Items 1 through 7
equals the Total Alternate Bid Price (Alternate Bid) \$**

Total Amount of Alternate Bid in written words

At the discretion of the Owner, the Contract may be awarded to the responsive Bidder with the lowest Total Bid Price of all Lump Sum and Unit Price bid items for the Base Bid (Item Nos. 1 through 6) or to the responsive Bidder with the lowest Total Bid Price of all Lump Sum and Unit Price bid items for the Alternate Bid (Item Nos. 1 through 7).

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

The use of the word "complete" or "in place" in the Schedule of Prices shall be understood to mean the item of Work includes all labor, materials, tools, equipment, excavation (regardless of material encountered), backfill, restoration, reseeding and incidental work necessary to complete the item.

All specified cash allowances are included in the price(s) set forth above, and have been computed in accordance with Paragraph 13.02 of the General Conditions.

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

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- C. Required Bidder Qualification Statement with supporting data; and
- D. Public Works Verification Form – Act 127
- E. **Project Schedule (for Base and Alternate Bids) demonstrating compliance with the contract times per Paragraph 4.02 of the Agreement between Owner and Contractor**

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

By:
[Signature] _____

[Printed name] _____
(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:
[Signature] _____

[Printed name] _____

Title: _____

Submittal Date: _____

Address for giving notices:

Telephone Number: _____

Fax Number: _____

Contact Name and e-mail address: _____

Bidder's License No.: _____
(where applicable)

++ END OF BID FORM ++

BID FORM

Elementary School HVAC Upgrade and High School Rooftop Unit Project
Contract 3 – HVAC

TABLE OF CONTENTS

	Page
Article 1 – Bid Recipient	1
Article 2 – Bidder’s Acknowledgements	1
Article 3 – Bidder’s Representations.....	1
Article 4 – Bidder’s Certification	2
Article 5 – Basis of Bid.....	3
Article 6 – Time of Completion	4
Article 7 – Attachments to this Bid	5
Article 8 – Defined Terms.....	5
Article 9 – Bid Submittal.....	6

ARTICLE 1 – BID RECIPIENT

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929 Lakeshore Drive
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_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and

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- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
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- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner, and
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artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
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5.01 Bidder will complete the Work in accordance with the Contract Documents for the following Lump Sum and Unit Price(s):

SCHEDULE OF PRICES

	<u>Description</u>	<u>Units</u>	<u>Estimated Quantity</u>	<u>Bid Unit Price</u>	<u>Bid Price</u>
1.	Bonds and Insurance	LS	1		\$
2.	Mobilization and Demobilization	LS	1		\$
3.	Project Management	LS	1		\$
4.	Construction of HVAC Scope as required by the drawings and specifications complete in place	LS	1		\$
5.	Inspection and Testing Allowance	LS	1		\$5,000
6.	Allowance for Miscellaneous work ordered by the Owner and/or Engineer	LS	1		\$5,000
7.	Add/deduct for execution of contract at 180 days to Substantial Completion and 210 Days for Final Completion	LS	1		\$

Total of All Lump Sum and Unit Price Items 1 through 6 equals the Total Bid Price (Base Bid) \$ _____

Total Amount of Base Bid in written words

Total of All Lump Sum and Unit Price Items 1 through 7 equals the Total Alternate Bid Price (Alternate Bid) \$ _____

Total Amount of Alternate Bid in written words

The following items of Work are EXTRA items. They are not part of the scope of work for this project as described on the plans and specifications. They shall only be provided by the Contractor and paid by the Owner if so directed in writing by the Engineer or Owner. The EXTRA Work items are included in the Contract but will not be used in determining the low bidder and awarding the Contract.

	<u>Description</u>	<u>Units</u>	<u>Estimated Quantity</u>	<u>Bid Unit Price</u>	<u>Bid Price</u>
8.	Provide one portable air conditioning unit, 1 ton capacity, complete in place*	Weekly	4 weeks		\$
9.	Provide one portable air conditioning unit, 5 ton capacity, complete in place*	Weekly	4 weeks		\$

*Owner may request that multiple units be installed at the Bid Price.

At the discretion of the Owner, the Contract may be awarded to the responsive Bidder with the lowest Total Bid Price of all Lump Sum and Unit Price bid items for the Base Bid (Item Nos. 1 through 6) or to the responsive Bidder with the lowest Total Bid Price of all Lump Sum and Unit Price bid items for the Alternate Bid (Item Nos. 1 through 7).

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

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ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

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BIDDER: *[Indicate correct name of bidding entity]*

By:
[Signature] _____

[Printed name] _____
(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:
[Signature] _____

[Printed name] _____

Title: _____

Submittal Date: _____

Address for giving notices:

Telephone Number: _____

Fax Number: _____

Contact Name and e-mail address: _____

Bidder's License No.: _____
(where applicable)

++ END OF BID FORM ++