

# Invitation & Instructions to Bidders

## LVCHSA HVAC Modifications

Date: 25 February 2019

To: Bidders

From: Charter Arts Foundation  
321 East 3<sup>rd</sup> Street  
Bethlehem, PA 18015

Re: Invitation & Instructions to Bidders for:  
Lehigh Valley Charter High School for Arts  
HVAC System Modifications  
321 East 3<sup>rd</sup> Street  
Bethlehem, PA 18015

### Invitation to Bid (ITB) - Introduction

The Charter Arts Foundation (Owner) is inviting General Contractors to respond to this Invitation to Bid (ITB) for the modifications to the existing HVAC systems in place at the Lehigh Valley Charter High School for the Arts. (LVCHSA)

Charter Arts Foundation is seeking a General Contractor(s) (Contractor or Bidder) who can meet its cost, quality and service requirements. Should you decide to participate in the bid process, you must acknowledge the receipt and intent to bid via PennBid.

### Bid Process Overview

The tentative timeline for the ITB is given below. Please note that these dates are subject to change. Changes will be communicated to General Contractors by phone and confirmed via email.

Invitation to Bid Release	2.25.19
Deadline to acknowledge intent to bid	3.15.19
Mandatory Pre-Bid Meeting	3.21.19
Deadline to submit questions	4.1.19
Contractor's proposal due and Bid Opening Date	4.8.19
Project Start Date	6.17.19
Construction Complete	7.30.19

### Bid Forms & Bidding Procedures

Bid Forms include the following documents:

- EXHIBIT A - Project Document List**
- EXHIBIT B - General Conditions Agreement**
- EXHIBIT C - Bid Proposal Form**
- EXHIBIT D - Request for Information Form**
- EXHIBIT E - Sample Contract – AIA A105**
- EXHIBIT F - Sample Application for Payment – AIA G702**
- EXHIBIT G - General Contractor's Lien Waiver – AIA G706**
- EXHIBIT H - Subcontractor's Lien Waiver**

# Invitation & Instructions to Bidders

## LVCHSA HVAC Modifications

Bidders shall notify the Owner in writing of any discrepancies, ambiguities, omissions, or questions concerning the Drawings and Specifications. Written requests and responses shall be made via the Questions feature within PennBid. Replies will be issued to all prime bidders of record as Addenda to the Drawings and Specifications, which will become part of the Construction Contract. The Owner will not be responsible for oral clarification. Questions received less than 48 hours before the bid opening on 4.8.19 at 3 p.m. cannot be answered.

**For questions:** Submitted via "QUESTIONS" feature within PennBid

### Disclaimer

This ITB does not commit the Charter Arts Foundation to any specific course of action, nor does it bind the Charter Arts Foundation to provide any explanation or reason for its decision to accept or reject any bid.

The Charter Arts Foundation reserves the right to:

- Discontinue this ITB process without obligation.
- Reject any or all bids or any portion of the bids.
- Negotiate service terms and cost proposals with the winning General Contractor(s) after the successful bid is completed.

### Bidding Errors

Bidding is done at the General Contractor's risk. If a General Contractor makes an error in the bid proposal, the General Contractor assumes sole responsibility for the error.

### Proposal Guarantee

Each bidder agrees that by filing its proposal and in consideration of the Charter Arts Foundation receiving and considering such proposal, said proposal shall be firm and binding upon each such bidder until the proposal is accepted by the Charter Arts Foundation or for a period of sixty (60) days from the date set for the opening or proposal due date, whichever period shall be shorter.

### Bid Requirements

The objective of this section is to give additional information regarding requirements.

#### Bid Documents

The bidding requirements consist of the invitation to bid document, bid proposal forms, scope of work documents, special notes, drawings noted on EXHIBIT "A" Project Document List and all addendums and clarifications issued prior to bid due date. Your proposal is to be complete in its entirety and must include any and all costs for the construction services noted within these documents and on the drawings noted with EXHIBIT "A" Project Document List

### Existing Conditions

It is the Contractor's responsibility to become thoroughly familiar with the existing conditions. By providing a bid proposal to this project, it is presumed that the Contractor is familiar with all conditions at this facility and has taken them into account and included them in the bid proposal. The contractor and all of its sub-trades shall visit the site and determine the extent of work required to complete the project per the bidding instructions, including any associated electrical and plumbing alterations. Bidders must examine and determine for themselves the location and nature of proposed work, the amount and character of labor and materials required, and any difficulties which may be encountered.

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## Building Codes

## LVCHSA HVAC Modifications

The drawings and specifications may, in some instances, not conform to all local and/or state building codes or ordinances. The Owner makes no warranties of conformity. The contractor must be familiar with the normal requirements of such codes and ordinances, as well as standard trade practices in the area, and areas where the specifications fail in this respect must be brought to the Owner's attention at the time of bidding. Whether or not they are specifically noted in the bid, all such requirements and standard practices shall be considered a part of the bid. The successful bidder will coordinate and complete all work and sub-trades to a final and satisfactory completion. If specifications exceed the code, ordinance or other requirements, the specifications shall prevail.

## Selection of Subcontractors

The Charter Arts Foundation's goal is to obtain quality work at the most effective price. It is essential that the contractor solicits bids from qualified subcontractor firms (union and/or prevailing wage as required).

## Scope of Work/Special Instructions

The Contractor must include in the bid proposal the cost to perform the work outlined on the Scope of Work / Special Notes within the Invitation to Bid Document. If there is a conflict in direction provided on the Scope of Work documents versus the drawings, the Contractor shall seek clarification from the Owner's Representative before proceeding with the work.

Contractor agrees that no person with responsibilities in the execution of the contract will discriminate with respect to any subcontractor, employee or application for participation in this project because of race, creed, color, religion, national origin, ancestry, sex or age.

- a. You must submit your bid using the Bid Form. Proposals shall be signed with name clearly printed below the signature. Where bidder is a corporation or other legal entity, proposals must be signed with the legal name of the corporation or entity followed by the name of the state of incorporation formation and the legal signature of an officer authorized to bind the corporation or entity to a Contract. Bids shall be submitted electronically via PennBid, inclusive of all supporting documents as identified herein. The bids will be privately opened and evaluated. The Owner reserves the right to disqualify any bid for any reason.
- b. Submit Proposal via PennBid ([www.pennbid.net](http://www.pennbid.net))
- c. You must be capable of starting construction on or before 6.17.19
  - d. You must acknowledge your acceptance of these instructions to bidders and your intent to provide a bid no later than 3.15.19 at 3 p.m. via PennBid.
- e. You shall furnish with your bid, a preliminary project schedule that assumes a 6.17.19 start date and a **45 day** construction period with substantial completion no later than 7.30.19. This "preliminary" schedule must be updated upon the issuance of a Notice to Proceed and subsequently on the 1<sup>st</sup> day of every month following the start of construction reflecting the current and actual status of the progress of the work, i.e., adjusting line items, regardless of cause, those that are ahead of or behind schedule. In addition, upon the start of construction, a Project Status Report must be emailed to the Owner's Representative each and every Friday by 5:00 PM EST indicating what work is scheduled during the next week.
- f. You must submit with your bid, the resume of the Site Superintendent that will be available to supervise the construction of the project.
- g. The project must have a full time project superintendent onsite on the job from the start of construction through Contract Completion. The superintendent proposed for this project must have a minimum of 5 years construction supervision experience within the last 7 years. Owner shall have the right to approve the project superintendent prior to construction.
- h. Alternates shall be itemized separately using the appropriate tab of the Bid Form and are not to be included in the Base Bid. The Base Bid should be for the primary products specified on drawings and specifications. Owner reserves the right to accept or reject any alternates proposed by the Bidder.
- i. Payment & Performance Bonds are required for this project.

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- j. Questions: Bidders shall notify the Owner in writing of any discrepancies, ambiguities, omissions, or questions concerning the Drawings and Specifications or other Bid Forms. Written requests and responses shall be made via the "QUESTIONS" feature within PennBid. Replies will be issued to all prime bidders of record as Addenda to the Drawings and Specifications, which will become part of the Construction Contract. The Owner will not be responsible for oral clarification. Questions received less than 48 hours before the proposal due and bid opening deadline cannot be answered.
- k. Owner reserves right to reject bids and to waive irregularities, technicalities, and informalities.
- l. You must submit with your bid a copy of your Certificate of Insurance and Contractor's License.
- m. Examination: Bidders shall carefully examine the documents and the project site to obtain firsthand knowledge of existing conditions. Contractors will not be given extra payments for conditions which can be determined by examining the existing systems, facility and the documents.
- n. Subcontractors: Owner/Developer reserves the right to recommend or reject subcontractors.
- o. Award: The Contract will be awarded as soon as is practical. The Owner reserves the right to reject and accept any and all bids without explanation, to waive irregularities, and to award in the best interest of the Owner.
- p. Contract: The Construction Contract shall be prepared by the Charter Arts Foundation.

### Temporary Facilities

- a. Include in your bid the cost of a Job Site Office. This office must have lighting and air-conditioning. This office can be any type of traditional field office structure such as a trailer or a steel container. It must be large enough to accommodate a table and chairs to seat 8 people. It must have a counter space that will accommodate reviewing drawings. And it must have storage space that will accommodate the storage of small items that should not be left out on the job site overnight.
- b. The Job Site Office must be equipped with a computer and printer that are capable of connecting to the internet, receiving and sending emails, printing files that may be sent to the job site during the course of construction, and downloading and emailing photos.
- c. The Superintendent must be equipped with a cellular telephone that has voicemail capability.
- d. The Superintendent must be equipped with a digital camera. This camera shall be set up to download photos to the Job Office computer. The camera shall also be set up to imprint the date and time on each photo.
- e. Include in your bid a Portable Toilet. This toilet must be located near the Job Site Office and shall be anchored to the ground in order to prevent vandalism. This toilet must be cleaned at least once per week and be secured during non-work hours.

### Permits, Fees and Inspections

The Contractor is required to secure any trade permits and/or inspections required by all applicable federal, state and local codes, rules, regulations, ordinances and statutes. Plans have been submitted to all required offices for approval by Charter Arts Foundation and we anticipate permits will be ready by the start of construction. You must co-ordinate with the Owner's Representative as it relates to the permit. The Owner's Representative will advise as to the status. Original Certificates of Inspection shall be furnished to The Charter Arts Foundation in all cases where permits are required. The Cost of such secondary permits and/or inspections shall be included in Contractor's invoice to The Charter Arts Foundation with the applicable receipts attached thereto, and the costs shall not be subject to Contractor's percentage charges for overhead and profit. Subcontractor permit fees are not reimbursed.

Utility inspection fees, any required Payment & Performance or Maintenance bonds, public improvement permits, etc. that are required in order for your utility subcontractor to install its scope of work shall be included in your Bid.

### Utilities

#### Power

Include in your bid all required work and materials to install the proposed equipment and rework the existing HVAC equipment as defined on the construction documents.

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### Gas

Include in your bid all required work and materials to install the proposed equipment and rework the existing HVAC equipment as defined on the construction documents.

### Water and Sewer

Include in your bid all required work and materials to install the proposed equipment and rework the existing HVAC equipment as defined on the construction documents.

### Scheduling

- a. The construction shall be completed in 45 **days** from the date of the Notice to Proceed. Based on past experience this is more than enough time to complete the project. There will be no extension of the Substantial Completion day. Refer to the Construction Contract and General Conditions for further details.
- b. On the 44<sup>th</sup> day the project should be 100% complete and ready to turnover to the Owner. 100% complete means all contract work is complete including all punch-list items, with the project ready for "Turnover" to the Owner. A detailed construction punch-list will be developed two weeks prior to the Substantial completion day. The Charter Arts Foundation Representative will also develop a punch-list of all outstanding items, which may not be completed until after the "Turnover" date.
- c. No revision to the project schedule shall constitute a revision to the Contract time, milestone dates, substantial or final completion dates, or any Contract documents. In the event that the work in accordance with the project schedule is not maintained in a manner which allows completion within the Contract time frame, the Contractor shall at its expense employ additional personnel including overtime labor which in Charter Arts Foundation's opinion is necessary to allow the work to be completed within the Contract.

### Reporting

- a. You must comply with the Owner's Construction Progress Reporting on a weekly basis, consisting of an updated Charter Arts Foundation "Project Status Report", a document which includes digital photos, all of which must be emailed to Owner's Representative on Friday of each week. This reporting is not flexible. The Charter Arts Foundation shall review these reports and photographs every Monday so they can (a) be kept informed as to the progress, and (b) informed as to the schedule progress to coordinate operational events that are linked to the state of the construction.
- b. A "Production Schedule" must be updated on the 1<sup>st</sup> day of every month to reflect the exact status of the schedule, i.e., adjust line items that are ahead of schedule or behind schedule no matter what the reason.
- c. You will be required to participate in a Weekly Construction Progress Conference Call with the Owner's Representative on each Tuesday during the course of construction. During this call there will be a discussion addressing upcoming scheduling, Requests for Information, potential change orders, upcoming Owner furnished deliveries, etc. You will be contacted to establish schedule a specific time for the call, typically on Tuesdays.

### Special Procedures

- a. You must be fully mobilized on site within seven days of the Notice to Proceed. The definition of "fully mobilized" includes but is not limited to the following: Job office and a portable toilet installed on site.
- b. Any change in the scope of work, whether suggested by the Contractor, or requested by the Charter Arts Foundation or required by another party, shall be submitted in accordance with the procedure outlined within the Contract for Construction using the only permitted Change Order Request form referenced within the Agreement supported by complete and thorough documentation and a with a total price for each proposed addition or deduction to the Agreement. The Contractor shall not proceed with nor execute the work involved in the "Proposed Change Order" unless and until the proposed change has been approved in writing by the Charter Arts Foundation. No change order will be processed without adequate supporting detail.
- c. It will be the contractor's responsibility to furnish sufficient manpower for all trades necessary on a daily basis to complete this project within the time frame of the contract.

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- d. It is this Contractor's responsibility to fully coordinate the work activities of all vendors, subcontractors and suppliers to this project so no part shall be left in an unfinished and or incomplete condition. This includes those contracted directly with Charter Arts Foundation and those as applicable to interface with project completion.
- e. If there are any conflicts between drawings, you should bring up the discrepancy to the Owner as soon as they are delivered, but in any event, prior to proceeding with the bids or the work.
- f. Neither the Site Superintendent nor the Project Superintendent assigned to manage the project shall not be changed or reassigned without written consent from the Charter Arts Foundation. In the event that any Job Superintendent is, for whatever reason, unable to work on the project, the Charter Arts Foundation has the right to accept or reject Contractor's promptly tendered proposed replacement and re-negotiate Contractor's fees. The Job Superintendent is expected to be on the job site during normal working hours M-F and come to the job site to meet with subcontractors performing night work as may be required.
- g. General Contractor shall maintain the highest standards of integrity and honesty in its dealings with all public authorities relating to the project. Contractor hereby warrants that all representation it has made or will make to such authorities is factually accurate.
- h. The job site (building interior & exterior property) MUST be kept in a clean and orderly fashion at all times. Cleaning during Construction:
  - i. Execute periodic cleaning to keep building, site, and adjacent properties free of accumulations of waste materials, debris, rubbish, and windblown debris resulting from construction operations.
  - ii. Prior to the Charter Arts Foundation turnover, remove construction tools, scaffolding, equipment, machinery, and surplus materials.
  - iii. Store volatile wastes in covered metal containers and remove from premises daily. Prevent accumulation of waste which creates hazardous conditions. Provide adequate ventilation during use of volatile or noxious substances.
  - iv. Do not throw materials from heights.
  - v. Collect and remove waste materials, debris, and rubbish from site daily until execution of final cleaning and dispose off site in lawful manner.
  - vi. Conduct cleaning and disposal operations to comply with local ordinances and antipollution laws.-
  - vii. Do not burn or bury rubbish and waste materials on Project site. Do not dispose of volatile wastes or hazardous materials in storm or sanitary drains. Do not dispose of wastes into streams or waterways.

### Warranty

1. You must provide a warranty for 1 year after LVCHSA opens the school for classes, or as noted in the contract documents requiring a longer warranty period. During the 11<sup>th</sup> month of the warranty, a final "warranty walk-through" will be done to identify any items that should be corrected under the scope of warranty work.
2. After LVCHSA opens, Contractor shall repair any outstanding problems within 24 hours' notice from Owner. In the event the repair is not completed within such 24-hour period, the Owner shall have the right, but not the obligation, to have the problem repaired and receive immediate reimbursement from the Contractor or deduct such cost from any amount owed to the Contractor.

### Insurance

You must carry Insurance as required by the Contract for Construction and the General Conditions to the Contract. Include in your bid the cost of the General Liability, Automobile Liability, Excess Umbrella Liability, Workers Compensation and Employers' Liability insurance as required by the Contract for Construction and the General Conditions to the Contract.

Name the following parties as "Additional Insured":

- i. The Lender for the project (if applicable) and any existing lienholders
- ii. Charter Arts Foundation
- iii. Lehigh Valley Charter High School for the Arts

### Application for Payment Process

Requests for payment shall be made monthly in compliance with the provisions in the Contract for Construction and General Conditions to the Contract using only the approved forms contained within the Agreement. No exceptions or deviations will be accepted, and Requests will consist of the following documents:

- **AIA - G702 - Application and Certificate for Payment; Contractor Lien Waiver**
- **AIA – G706 - Contractor Affidavit of Payment of Debts and Claims w/Subcontractor Lien Waivers**

### Project Close-Out Close-Out Book

The Contractor shall collect, organize and provide complete closeout documents as noted below and within the Project Specifications. The electronic documents are to be consolidated and provided to the Owner.

In addition, one complete set of all closeout documents is to be sent to the attention of the Owner as noted below.

- a. TAB 1 – Completed *Subcontractor warranty letters*
- b. TAB 2 – Copy of Temporary and/or Final Certificate of Occupancy.
- c. TAB 3 - Manufacturer warranty information for HVAC, Electrical and Plumbing work as defined in the construction documents.
- d. TAB 4 - Operation Manuals for HVAC, Electrical and Plumbing equipment as defined in the construction documents.
- e. TAB 5 – HVAC Test and Balance Report.

### Project Record Documents:

- f. All documentation is to be sent to:

Ms. Diane LaBelle, *Executive Director*

The Charter Arts Foundation

321 East 3<sup>rd</sup> Street – Bethlehem, PA 18015

- g. Original Certificate of Occupancy unless the jurisdiction required that it be located within the facility, if that condition exists include a clear and legible copy of the documents.
- h. Completed maintenance and/or operations Bonds (copy of original performance and payment Bond) if applicable.
- i. Consent of Surety for final Payment, if applicable
- j. Substantial Completion Punch list showing items completed and approved by the Charter Arts Foundation.
- k. Final Project Status Report (PSR) by third party inspector: Certification that all “Open” or “Pending” items on final report by Third Party inspector have been completed and certified by the design professional of record.
- l. Start-Up of systems and Training Certification that include, but not limited to, the building Mechanical and associated Electrical systems. Contractor shall start-up and test all systems and certify the date of complete and functional systems free of repair or defective parts or work. Each Subcontractor shall provide adequate training sessions for all equipment and systems signed off by the Charter Arts Foundation, Construction representative, Contractor and Owner’s Representative.
- m. Maintain on site one set of the following record documents; record actual revisions to the Work:
  - Drawings
  - Addenda
  - Change Orders and other Modifications to the Contract Documents.
  - Approved shop drawings and submittals.
- n. Record Drawings: Legibly mark each item to record actual construction including:
  - Field changes of dimension and detail.
  - Details not on original Contract drawings.
  - At completion of project provide two (2) complete hard copy and one digital disc sets of As-Built Drawings to the Owner’s Representative.

# Invitation & Instructions to Bidders

## LVCHSA HVAC Modifications

### Warranties

- o. "Contractor's Statement of Warranty" For General and all Subcontractors, suppliers and manufacturers.  
This includes equipment put into use with the Charter Arts Foundation during construction beginning from the date of acceptance.
- p. Final list of subcontractors used complete with telephone numbers, addresses and after hours Telephone numbers
- q. Final lien waivers from Contractor and all Subcontractors and Suppliers (Affidavit of Total Release and Certification of all debts Paid)
- r. Verify that documents are in proper form, contain full information, and are notarized.
- s. Cover: Identify each binder with typed or printed title warranties, with title of Project; name, address and telephone number of Contractor and equipment supplier; and name of responsible company principal.

Table of Contents: Neatly typed, in the sequence of the Project Manual. Include all warranties as listed below:

HVAC Equipment	1 year <i>(5 years on compressors and heat exchangers)</i>
Electrical	1 year
Plumbing	1 year

### EXHIBIT A - PROJECT DOCUMENT LIST

The following shall constitute a complete listing of documents for this project:

This Invitation & Instruction to Bidders prepared by the Charter Arts Foundation

Dated: 25 February 2019

Drawings prepared by: Dimitri J. Ververelli, Inc. dated 29 January 2019 – Revision 1 – Issued for Bid

Drawing Name: The Lehigh Valley Charter High School for the Arts  
Energy Recovery Unit Retrofits

#### Drawing List:

MCS – Mechanical Cover Sheet  
M-1 Lower Level Mechanical Plans  
M-2 Mechanical Piping Plans  
M-3 Mechanical Schedules, Details & Controls  
M-4 Mechanical Specification  
E-1 Electrical Plan, Notes, Schedules & Diagrams



### EXHIBIT B - GENERAL CONDITIONS AGREEMENT

Dear Sir / Madam,

This letter confirms that the General Conditions of the Contract for Construction attached hereto apply to all proposals issued to the Charter Arts Foundation by the Contractor.

Receipt of this confirmation is required before Contractor will be authorized to do business with the Charter Arts Foundation.

Please have the chairman, president or a vice president of Contractor confirm that the Terms apply to all Charter Arts Foundation orders issued to the Charter Arts Foundation by signing and remitting this letter (with no changes of any kind) to Charter Arts Foundation along with your initial bid documents.

Retain a copy for your files. This letter must be signed by the company, to be paid by the Charter Arts Foundation.

Very truly yours,  
CHARTER ARTS FOUNDATION

Registered Legal Name of Contractor

---

Address

---

City    State    Zip

---

Contractor's Officer Signature  
(Chairman, President or Vice President only)

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Print Name

---

Title

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# Invitation & Instructions to Bidders

## LVCHSA HVAC Modifications

### EXHIBIT C - CONTRACTOR'S BID PROPOSAL FORM













<Proposal\_Submission\_Date>

Charter Arts Foundation  
321 East 3<sup>rd</sup> Street  
Bethlehem, PA 18015

Attn: Ms. Diane LaBelle, *executive director*

Re: Lehigh Valley Charter High School for the Arts  
HVAC System Modifications & Repairs

Having carefully examined the Drawings and Documents listed in the Bidding Invitation/ Instructions letter dated  <ITB\_Issue\_Date>, General Conditions of the Contract for Construction and having visited the site and examined all conditions affecting the work, the undersigned proposes to furnish all labor, materials, equipment, and the means of construction required, as called for by said documents to complete this project for the TOTAL LUMP SUM COST OF:  (\$ )

1. Extra work or changes in the work not called for on the documents or Revisions issued by the Charter Arts Foundation will be performed only on written authorization from Charter Arts Foundation, and on a basis of subsequent contract negotiations, duly authorized, showing the sum to be added to or deducted from the Contract sum, or by duly authorized revisions.
2. In the event that any additional work is desired by the Charter Arts Foundation and it is so indicated in writing (approved Supplements issued to the Contract), other than that as indicated within the Bidding Instructions or other bid documents, the cost of same shall be determined by: (1) Unit prices, if applicable; (2) Itemized estimate plus mark-up, when accepted, or; (3) Actual cost plus mark-up. On work performed by subcontractor's labor, the subcontractor's percentage mark-up for combined overhead and profit shall be limited to 5% (percent). On work performed by the Contractor's own labor forces the allowable mark-up shall be limited to 10% (percent).
3. The bidder hereby certifies:
  - a) This bid is genuine and is not made in the interest of or on behalf of, an undisclosed person, firm or corporation.
  - b) He/she has not directly or indirectly induced or solicited another bidder to put in a false or sham bid.
  - c) He/she has not solicited or induced any person, firm or corporation to refrain from bidding.
  - d) He/she has not sought by collusion or otherwise to obtain for himself any advantage over any other bidder or over the Tenant.
4. This bid includes Revision (s): #  dated   
#  dated   
#  dated 
5. If awarded this Construction Contract, the undersigned agrees to complete the project by:  <Proposal\_Submission\_Date>.

Firm Name:

(Signature)

By:

(Name)

(Title)

(Date)

Business Address:

Telephone Number:

Fax:

Email Address:

