

Project Name: **Lehigh Carbon Community College**
Student Services Center
Server Room Upgrades
DEI Project No. 304003

Project Owner: Lehigh Carbon Community College
4525 Education Park Drive
Schnecksville, PA 18078

Engineer: D'Huy Engineering, Inc.
One East Broad St., Suite 310
Bethlehem, PA 18018

BID DUE DATE: THURSDAY, June 15, 2023 @ 11:00 A.M. (UPDATED)

*This Addendum forms a part of the Contract Documents and modifies the original Bidding Documents dated **May 2023**. This addendum must be acknowledged on the Bid Form in the space provided for this purpose. Failure to so acknowledge this addendum may subject the Bidder to disqualification.*

1.0 GENERAL INFORMATION:

- 1.1 This addendum consists of 16 pages including the following attachments:
- 2 Pages of revised and reissued specification section 00 01 10 "Table of Contents."
 - 6 Pages of revised and reissued specification section 00 41 13 "Bid Form."
 - 6 Pages of revised and reissued specification section 01 10 00 "Summary."

2.0 CHANGES TO PREVIOUS ADDENDA:

- 2.1 Specification Section 00 01 10, "Table of Contents," **DELETE** the current specification section in its entirety (2 pages total) and **REPLACE** with the attached revised and reissued specification section (2 pages total) as included with this addendum.
- 2.2 Specification Section 01 10 00, "Summary," **DELETE** the current specification section in its entirety (6 pages total) and **REPLACE** with the attached revised and reissued specification section (6 pages total) as included with this addendum.
- Note changes to the milestone schedule dates on page 3.

3.0 CHANGES TO THE BIDDING REQUIREMENTS, CONTRACT FORMS, & CONDITIONS OF THE CONTRACT:

- 3.1 Specification Section 00 41 13, "Bid Form," **DELETE** the current specification section in its entirety (6 pages total) and **REPLACE** with the attached revised and reissued specification section (6 pages total) as included with this addendum.

- Note changes to page 2, “Alternate No. 1.”
- Note changes to page 3, “Unit Price 6” and “Unit Price 7.”

3.2 Specification Section 01 10 00, “Summary,” **DELETE** the current specification section in its entirety (6 pages total) and **REPLACE** with the attached revised and reissued specification section (6 pages total) as included with this addendum.

- Note changes to the milestone schedule dates on page 3.

4.0 CHANGES TO THE SPECIFICATIONS:

4.1 Specification Section 00 01 10, “Table of Contents,” **DELETE** the current specification section in its entirety (2 pages total) and **REPLACE** with the attached revised and reissued specification section (2 pages total) as included with this addendum.

5.0 CHANGES TO THE DRAWINGS:

5.1 None.

6.0 BIDDERS QUESTIONS:

6.1 None.

NOTE:

- ALL BIDDERS MUST indicate receipt of this Addendum on Page 1 of the Bid Form.
- **No other acknowledgment** is needed or requested to be returned as receipt of Addenda is tracked through the Sharefile service Addenda are issued through

END OF ADDENDUM NO. 4 - 304003

TABLE OF CONTENTS

DIVISION 00 - BIDDING & CONTRACTING REQUIREMENTS

001113	Advertisement for Bids
001153	Request for Qualifications
001154	Agreement of Surety
001155	Letter of Insurer.....
002113	Instructions to Bidders
002113-ITB-A	Act 127: Public Works Employment Verification Form.....
002113-ITB-B	Act 114: FBI Fingerprint Service Codes
002113-ITB-C	Act 34: Pennsylvania State Police Clearance Form
002113-ITB-D	Act 24/Act 82: PDE Form 6004
002113-ITB-E	Act 151: Child Abuse Clearance Form.....
002113-ITB-F	Act 168: PA Sexual Misconduct-Abuse Disclosure Release
002625	Substitution Request Form.....
004113	Bid Form (<i>Revised and Reissued – Addendum No. 4 – June 12, 2023</i>)
004313	Bid Security Form
004519	Non-Collusion Affidavit
005213	Modified Standard Form of Agreement
006113.00	Bond Forms
006113.13	Performance Bond.....
006113.16	Payment Bond.....
006216	Sample Certificate of Insurance.....
007216	Standard General Conditions of the Contract
007300	Supplementary Conditions.....
007343	Prevailing Wage Rate Requirements
007346.13	Prevailing Wage Determination Schedule.....
007346.16	Certified Payroll Sample Form – PA Department of Labor & Industry Form LLC-25
008200	Safety and Health Management Plan.....

DIVISION 01 – GENERAL REQUIREMENTS

011000	Summary (<i>Revised and Reissued Addendum No. 4 – June 12, 2023</i>)
012100	Allowances
012200	Unit Prices
012300	Alternates
012600	Contract Modification Procedures
012900	Payment Procedures.....
013100	Project Management and Coordination
013200	Construction Progress Documentation
013300	Submittal Procedures
014000	Quality Requirements
014200	References
015000	Temporary Facilities and Controls.....
016000	Product Requirements
017300	Execution.....
017329	Cutting and Patching
017700	Closeout Procedures.....
017823	Operation and Maintenance Data

LEHIGH CARBON COMMUNITY COLLEGE
STUDENT SERVICES CENTER
SERVER ROOM UPGRADES

017839 Project Record Documents
017900 Demonstration and Training

DRAWINGS

E0.01 Cover Sheet
E0.02 Composite Plans
E1.01 Enlarged Floor Plans
E8.01 Schedule & Details

H0.01 Cover Sheet
H0.02 Specifications
H1.01 Enlarged Floor Plans
H8.01 Schedule & Details

BID FOR LEHIGH CARBON COMMUNITY COLLEGE
STUDENT SERVICES CENTER, SERVER ROOM UPGRADES

Submitted To:

Submitted By:

Lehigh Carbon Community College

4525 Education Park Drive

Schnecksville, PA 18078

THIS BID FORM SHALL NOT BE ALTERED IN ANY MANNER. ANY ALTERED BID FORMS SHALL BE CONSIDERED NON-RESPONSIVE AND WILL BE REJECTED.

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Instructions to Bidders, including without limitation, those dealing with disposition of Bid Security. This Bid will remain open for 60 days after the day of Bid Opening unless the OWNER is delayed in awarding the Contract due to the failure to receive a required approval or permit from one or more reviewing bodies/governmental agencies having jurisdiction over the Project, the sale of bonds, or the award of a grant, in which case, Bids shall remain open for 120 days after the day of the Bid opening. BIDDER will sign the Agreement and submit the Contract Security and other documents required by the Contract Documents within ten (10) days after the date of OWNER'S Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
 - a. BIDDER has examined copies of all Contract Documents, Advertisement to Bid, the Instructions to Bidders. Additionally, the BIDDER hereby acknowledges receipt of the following addenda:

Addenda No. _____

- b. BIDDER has examined the site and locality where the Work is to be performed, the legal requirements (federal, state, and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations, as BIDDER deems necessary. Failure to visit the project site shall be no reason for future request for additional compensation or costs of any kind.
 - c. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for BIDDER any advantage over any other BIDDER or OWNER.

LEHIGH CARBON COMMUNITY COLLEGE
STUDENT SERVICES CENTER
SERVER ROOM UPGRADES

4. The BIDDER agrees to perform the various items of Work for the following Single Lump Sum Price:

BASE BID PROPOSAL:

Single Prime Contract Base Bid Price (**INCLUDING** Project Allowances) for all work indicated on the Contract Documents.

_____ Dollars.

(Words)

(\$ _____).

(Figures)

5. **ALTERNATES:** The BIDDER agrees that the Owner shall have the right to accept or reject any or all of the following alternates, which acceptance or rejection shall enter into the determination of the low bidder. The BIDDER agrees that the contract time shall not be increased on account of the acceptance of any one or combination of alternates unless specifically stated in such Alternate descriptions. The BIDDER agrees that the Owner shall have the right to accept an alternate that is higher in price than the base bid or other alternate. Alternates Prices shall include the cost of furnishing, installing all materials, labor, tools, equipment and other incidentals necessary to complete the work in accordance with the design intent, manufacturers' recommendations, building codes and the project specifications. Do not adjust material allowance under any alternate bid items. Indicate whether alternate price is an add or deduct when a choice is provided.

ALTERNATE No. 1: *The BIDDER shall provide a cost to be **ADDED** / **DEDUCTED** from the Base Bid amount should the Owner decide to substitute Square D, Schneider Electric USA panelboard and enclosed switch manufacturer as indicated on the drawings, in lieu of Siemens Industry, Inc. Energy Management Division, ABB, Electrification Business or Eaton.*

ADD / DEDUCT _____ Dollars.

(Words)

(\$ _____)

(Figures)

6. **UNIT PRICES:** OWNER to make adjustments to the Contract based on the actual field conditions encountered using the Unit Prices included with the Bid. The BIDDER agrees that OWNER reserves the right to reject or otherwise not agree to use the Unit Prices submitted, if in the Owner's opinion, the nature or quantity of the work encountered is such that the unit price cost no longer applies to the Work. The Owner also reserves the right to solicit independent proposals as required by the Department of Education guidelines, under a separate contract to perform the services required. **The responsiveness of the Bid may be determined by the Owner on the basis of the Unit Prices proposed by the BIDDER. Unit prices shall be consistent with verifiable average costs for the work to be performed. Bidders agree that a proposal may be rejected if the Unit Prices submitted are inconsistent with the average cost.** Under NO circumstances will BIDDER perform Unit Price Work without prior written authorization from OWNER. Unit Prices shall include costs for furnishing

LEHIGH CARBON COMMUNITY COLLEGE
STUDENT SERVICES CENTER
SERVER ROOM UPGRADES

and installing all materials, labor, tools, equipment, and other incidentals necessary to complete the specified operation.

UNIT PRICE 1: BIDDER agrees to provide a 10' section of ½" water line with a ball valve.

The contract Unit Price per section for Unit Price 1 is: \$ _____ per section

UNIT PRICE 2: BIDDER agrees to provide a 10' section of 1.25" condensate drain.

The contract Unit Price per section for Unit Price 2 is: \$ _____ per section

UNIT PRICE 3: BIDDER agrees to provide a 10' section of 2" EMT with 4 3/0+ #6 ground.

The contract Unit Price per section for Unit Price 3 is: \$ _____ per section

UNIT PRICE 4: BIDDER agrees to provide a 10' section of ¾" EMT and 4 #10 conductors.

The contract Unit Price per section for Unit Price 4 is: \$ _____ per section

UNIT PRICE 5: BIDDER agrees to supply and install a 10' installed MC cable, 12/3 conductors, and terminations within a junction box at either end.

The contract Unit Price per each for Unit Price 5 is: \$ _____ per each

UNIT PRICE 6: BIDDER agrees to provide a *Steamfitter* at the following unit price .

The fully burdened contract Unit Price per hour for Unit Price 6 is:

\$ _____ per hour

UNIT PRICE 7: BIDDER agrees to provide an *Electrician* at the following unit price.

The fully burdened contract Unit Price per hour for Unit Price 7 is: \$ _____ per hour

7. **PROJECT QUANTITY ALLOWANCE:** The Engineer must field measure and approve all allowance work prior to the Contractor performing the Work. Should the allowance amount be exceeded, the Contractor will be paid by Change Order addition at the Unit Price established for the related Work. Similarly, should the allowance amount be less than the allowed amount, the Contractor will credit the Owner for the unused quantity in accordance with the related Unit Price by a Change Order credit.

BIDDER agrees to include in the Base Bid Price, in addition to the Work shown on the Drawings and Specifications the following:

Quantity Allowance 1: One (1) section of Unit Price 1 work.
Quantity Allowance 2: One (1) section of Unit Price 2 work.

LEHIGH CARBON COMMUNITY COLLEGE
STUDENT SERVICES CENTER
SERVER ROOM UPGRADES

Quantity Allowance 3:	One (1) section of Unit Price 3 work.
Quantity Allowance 4:	Three (3) sections of Unit Price 4 work.
Quantity Allowance 5:	Five (5) each of Unit Price 5 work.
Quantity Allowance 6:	Twenty-Four (24) Hours of Unit Price 6 work.
Quantity Allowance 7:	Twenty-Four (24) Hours of Unit Price 7 work.

8. BIDDER accepts the provisions of the Agreement as to the liquidated damages in the event of failure to complete the Work by the date defined in Section 011000 – SUMMARY.
9. BIDDER understands that the OWNER reserves the unrestricted right to reject any and all bids. The Owner reserves the right to waive non-material defects, informalities, or technicalities in any Bid in accordance with law.
10. BIDDER understands that Owner reserves the right to consider Alternates Prices in determining the low bidder. All Alternate Prices shall include costs for furnishing and installing all materials, labor, tools equipment, and other incidentals necessary to complete the specified operation in accordance with the Project Specifications and the manufacturer’s recommendations.
11. Accompanying this Bid is Security in the form of _____ in the amount of ten percent (10%) of the total of the Base Bid and all possible add alternates.

LEHIGH CARBON COMMUNITY COLLEGE
STUDENT SERVICES CENTER
SERVER ROOM UPGRADES

In witness whereof, the undersigned has caused this Proposal to be executed this _____ day of _____,
20_____.

INDIVIDUAL

By _____
(Name)

(Print or Type Name)

Doing business as _____

Business Address _____

Telephone Number (_____) _____ Email Address _____

PARTNERSHIP

By _____
(Firm Name)

General Partner _____
(Signature)

(Print or Type Name and Title)

Business Address _____

Telephone Number (_____) _____

Email Address _____

LEHIGH CARBON COMMUNITY COLLEGE
STUDENT SERVICES CENTER
SERVER ROOM UPGRADES

CORPORATION

(Firm Name)

By _____
(Signature)

(Title)
Print or Type Name of Person Authorized to Sign

State of Incorporation _____

Business Address _____

Telephone Number (_____) _____

Email Address _____

Print or Type Name of Person Attest by _____

Corporate Seal

SECTION 011000 - SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:

1. Project information.
2. Work covered by Contract Documents.
3. Work by Owner.
4. Work under separate contracts.
5. Purchase contracts.
6. Access to site.
7. Coordination with occupants.
8. Work restrictions.
9. Specification and Drawing conventions.
10. Miscellaneous provisions.

- B. Related Requirements:

1. Section 015000 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

1.3 PROJECT INFORMATION

- A. Project Identification: Student Services Center, Server Room Upgrades, DEI Project No. 304003.

1. Project Location: Student Services Center, 4525 Education Park Drive, Schnecksville, PA 18078.
2. Applicable County: Lehigh County
3. Applicable Local Municipality: North Whitehall Township

- B. Owner: Lehigh Carbon Community College, 4525 Education Park Drive, Schnecksville, PA 18078.

- C. Owner's Representative: The Owner's representative for the Project is D'Huy Engineering, Inc., 1 East Broad Street, Suite 310, Bethlehem, PA 18018 Telephone: 610-865-3000.

1. Owner's Representative: Chad Derstine, Project Manager; Email: mcd@dhuy.com.

LEHIGH CARBON COMMUNITY COLLEGE
STUDENT SERVICES CENTER
SERVER ROOM UPGRADES

- D. Engineer: The Contract Documents, dated April 2023, were prepared for the Project by D’Huy Engineering, Inc, 1 East Broad Street, Suite 310, Bethlehem, PA 18018.
- E. Construction Manager: The Construction manager for the Project is D’Huy Engineering, Inc., 1 East Broad Street, Suite 310, Bethlehem, PA 18018 Telephone: 610-865-3000.
 - 1. Construction Manager has been engaged for this Project to serve as an advisor to Owner and to provide assistance in administering the Contract for construction between Owner and Contractor, according to a separate contract between Owner and Construction Manager.

1.4 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of Project is defined by the Contract Documents and consists of the following:
 - 1. Mechanical equipment and lighting upgrades in the secondary server room and other Work indicated in the Contract Documents.
- B. Type of Contract:
 - 1. Project will be constructed under a SINGLE PRIME LUMP SUM CONTRACT.

1.5 WORK SEQUENCE

- A. The entire Work shall be completed in compliance with the Project phasing and milestones indicated on the plans. Any deviations from these requirements shall be subject to the approval of the Engineer. The Owner reserves the right to enforce liquidated damages for contractor’s non-compliance with any of the phasing, milestone and substantial completion dates.
- B. Construction work shall be performed in a sequence to ensure that all building systems are systematically installed in an efficient manner.
- C. Contractor shall clean and turn over the areas in a sequence for the Owner’s use.
- D. If the Notice to Proceed or a required permit or approval from an approval agency that is required for start of Work is delayed for any reason, all subsequent Phased Completion Dates and Milestone Completion Dates will be adjusted by the exact same number of days. The Contractor is not entitled to damages for delay of any type on this contract. Contractor agrees that an extension of time is the only recourse as a result of any delays that are beyond the Contractor’s control.
- E. If applicable to the project, all Work must be completed in accordance with the Phasing Plans, the Project NPDES permit requirements, the approved project schedule and in a sequence approved by the Engineer and Owner. Each Contractor will be required to be a co-permittee on the Owner’s NPDES permit and shall submit the appropriate application forms to the appropriate County Conservation District.
- F. The Work shall be conducted according to the milestone schedule in the Contract Documents.

LEHIGH CARBON COMMUNITY COLLEGE
STUDENT SERVICES CENTER
SERVER ROOM UPGRADES

1. Notice to Proceed: On or before *August 4, 2023*.
2. Commence with administrative tasks including, but not limited to schedule, submittals, permits, procure materials, etc.: on or before *August 7, 2023*.
3. Start work: May 15, 2024.
4. Substantial completion: on or before August 1, 2024.
5. Final completion: by August 11, 2024.

G. Liquidated damages will be enforced in a sequence approved by the Owner and Representative.

1.6 WORK UNDER SEPARATE CONTRACTS

A. General: Cooperate fully with separate contractors so work on those contracts may be carried out smoothly, without interfering with or delaying Work under this Contract or other contracts. Coordinate the Work of this Contract with work performed under separate contracts.

B. Use of Site: Limit use of Project site to Work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.

1. Driveways, Walkways and Entrances: Keep driveways loading areas, and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or for storage of materials.
 - a. Schedule deliveries to minimize use of driveways and entrances by construction operations.
 - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

C. Condition of Existing Building: Maintain portions of existing building affected by construction operations in a weathertight condition throughout construction period. Repair damage caused by construction operations.

D. Condition of Existing Grounds: Maintain portions of existing grounds, landscaping, and hardscaping affected by construction operations throughout construction period. Repair damage caused by construction operations.

1.7 COORDINATION WITH OCCUPANTS

A. Full Owner Occupancy: Owner will occupy site and existing building(s) during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations. Maintain existing exits unless otherwise indicated.

1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and approval of authorities having jurisdiction.
2. Notify Owner not less than 72 hours in advance of activities that will affect Owner's operations.

LEHIGH CARBON COMMUNITY COLLEGE
STUDENT SERVICES CENTER
SERVER ROOM UPGRADES

1.8 WORK RESTRICTIONS

- A. Work Restrictions, General: Comply with restrictions on construction operations.
 - 1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.
- B. On-Site Work Hours: Limit work in the existing building to normal business working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday, unless otherwise indicated.
 - 1. Weekend Hours: None unless approved and agreed to by Owner.
 - 2. Early Morning Hours: None, unless approved and agreed to by Owner.
 - 3. Late Day or Evening Hours: None unless approved and agreed to by Owner.
 - 4. Comply with regulations by authorities having jurisdiction for restrictions on noisy work.
 - a. Noisy work shall be completed weekdays between the hours of 7:00 a.m. and 9:00 a.m. or as approved and agreed to by Owner.
 - 5. Hours for Utility Shutdowns: Coordinate with Owner and Construction Manager.
- C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:
 - 1. Notify Construction Manager and Owner not less than two days in advance of proposed utility interruptions.
 - 2. Obtain Construction Manager's and Owner's permission before proceeding with utility interruptions.
- D. Restricted Substances: Use of tobacco products and other controlled substances on Project site is not permitted.
- E. Employee Identification: Owner will provide identification tags for Contractor personnel working on Project site. Require personnel to use identification tags at all times.
- F. Employee Screening: Comply with Owner's requirements for background screening of Contractor personnel working on Project site.
 - 1. Maintain list of approved screened personnel with Owner's representative.

1.9 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
 - 1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

LEHIGH CARBON COMMUNITY COLLEGE
STUDENT SERVICES CENTER
SERVER ROOM UPGRADES

2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.
 - C. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Contract Documents. One or more of the following are used on Drawings to identify materials and products:
 1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
 2. Abbreviations: Materials and products are identified by abbreviations published as part of the U.S. National CAD Standard.

1.10 MISCELLANEOUS PROVISIONS

- A. Local Municipal Approvals & Permits: Contractor shall submit, with NO mark-up, the cost of any permits or inspection fees required for the work. The Owner will reimburse the Contractor for fees paid to the authorities having jurisdiction. The Contractor shall secure and arrange for all the necessary utility connections, municipal approvals, and agency approvals or permits required for the Project unless specified otherwise.
- B. Overtime work by each contractor necessary to conform with these requirements shall be considered a normal practice under this contract. No claims for additional compensation will be accepted by the Owner.
- C. Bids to be Submitted: Bid Prices shall include all materials, labor, parts, supplies and incidental items needed for a complete and functioning product as intended. Bids shall be as a lump sum price.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

- A. Contractor shall complete all work in the time period specified in the contract. Due to the nature of the project, NO time extensions will be granted. Contractor(s) shall include all necessary time and the related cost required including but not limited to; overtime, shift work, weekends and holidays in order to complete the work as specified within the contract time.

END OF SECTION 011000

LEHIGH CARBON COMMUNITY COLLEGE
STUDENT SERVICES CENTER
SERVER ROOM UPGRADES

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