

**SOUTHERN COLUMBIA AREA SCHOOL DISTRICT
800 SOUTHERN DRIVE
CATAWISSA PA 17820**

INVITATION TO BID - REVISED

Sealed bids for “**Field Maintenance – Topdress Application / Aerification Process**” will be received by the Southern Columbia Area School District at the District Office in the G.C. Hartman Elementary Center, 800 Southern Drive, Catawissa, Pennsylvania, up to 1:30pm, prevailing time, **Monday, July 11, 2011**, following which all bids will be publicly opened and read aloud. Any interested parties and the public may attend the bid opening. Bids should be directed to the attention of Daniel Rodgers, Business Manager. All bidders must familiarize themselves with the Instructions to Bidders and the Specifications that are available at the District Office between the hours of 8:00am and 3:00pm, Monday through Friday. The District reserves the right, in its discretion, to reject any or all bids and to waive irregularities in any bid.

Tresa J. Britch, Secretary

Please Run: June 23, 27, and July 4

SOUTHERN COLUMBIA AREA SCHOOL DISTRICT
800 Southern Drive, Catawissa PA 17820
570-356-2331
Fax: 570-356-2892

BIDDER'S PACKAGE FOR FIELD MAINTENANCE
AT
SOUTHERN COLUMBIA AREA SCHOOL DISTRICT
FINAL BID SUBMISSION DATE: JULY 8, 2011
LATEST TIME OF BID SUBMISSION: 1:30 P.M.

Bids must be submitted to:

Daniel Rodgers, CPA, Business Manager
Southern Columbia Area School District
800 Southern Drive
Catawissa PA 17820

Anticipated bid award date: July 18, 2011
Completion Date: July 29, 2011

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INSTRUCTIONS TO BIDDERS

Relating to Field Maintenance at Southern Columbia Area School District, Catawissa PA.

Article I - Definitions.

1. Bidding documents include the Invitation to Bid, the Instructions to Bidders, the Bid Form, the Construction Agreement, the Specifications, and any addenda.
2. A bid is a complete and properly signed proposal to do the work for the sum stipulated therein, submitted in accordance with the bidding documents, and constitutes a firm and binding offer to be held open for a period of forty-five (45) days after submission of said bid.
3. The base bid is the amount bid to complete all the work specified.

Article II - Bidder's Representations.

1. Each bidder by making his bid represents that:
 - A. He has read and understands the bidding documents and his bid is made in accordance therewith.
 - B. He has visited the site, has familiarized himself with the local conditions under which the work is to be performed and has correlated his observations with the requirements of the proposed contract documents. Site visits may be arranged by contacting Tim George, Supervisor of Buildings & Grounds (570-356-3506). No bid will be accepted if the bidder has not visited the site and reviewed the proposed work with Tim George or his designated representative.
 - C. His bid is based upon the material, systems and equipment required by the bidding documents without exception.
 - D. That he understands the bidding documents remain the property of the owner.

Article III - Bidding Documents.

1. Bidders shall promptly notify the owner of any ambiguity, inconsistency or error that they may discover upon examination of the bidding documents or of the site and local conditions.

2. Bidders requiring clarification or interpretation of the bidding documents shall make a request in writing that shall reach the owner at least seven (7) days prior to the due date for receipt of bids.
3. Any interpretation, correction or change of bidding documents shall be made by addendum. Interpretations, corrections or changes of the bidding documents made in any other manner will not be binding, and bidder shall not rely upon such interpretations, corrections or changes.
4. No substitution will be authorized except in writing signed by the owner, or as otherwise permitted by the bidding documents.
5. Copies of addenda will be made available for inspection wherever bidding documents are on file for that purpose.
6. Each bidder shall ascertain prior to submitting his bid that he has received all addenda issued, and he shall acknowledge their receipt in his bid.

Article IV - Bidding Procedure.

1. Bids shall be rendered by entry of dollar amounts in spaces indicated. No conditions shall be inserted except those expressed in the bidding documents and contract documents.
2. Bids shall be submitted on forms identical to the form included in the bidding documents.
3. All blanks on the bid form shall be filled, and if there is no change upon alternate bids, the words "no change" shall be entered.
4. Provide unit prices where indicated on the bid form.
5. All bids shall be deposited with the owner prior to the time and date for receipt of bids as indicated in the advertisement or invitation to bid or any extension thereof made by addendum.

Article V - Consideration of Bids.

1. The owner shall have the right to reject any and all bids.
2. The successful bidder will be notified in writing by the owner of acceptance of the bid and said acceptance shall bind the parties to enter into the construction agreement which is incorporated into the bidding documents and contract documents.

SPECIFICATIONS

The Southern Columbia Area School District desires to engage in a construction contract for Field Maintenance at the Southern Columbia Area School District. The contract documents include these Specifications, the Invitation to Bid, the Bid Form, the Instructions to Bidders, and the Construction Agreement, all of which are incorporated by reference herein.

The work shall consist of the following:

1. Perform Custom Deep Tine Aerification and Custom Topdress Application per the detailed specifications listed in section 17 below on the following game fields: Football, Field Hockey, Soccer.
2. The bidder shall indicate the price for completing the work described above. The Board reserves the right to award/reject the bid in the best interests of the District.
3. All work areas shall be returned to their condition prior to project commencement including grading and seeding as required.
4. All work on the Fields shall be completed not later than July 29, 2011. Site work may begin on the Fields on or after July 19, 2011. The contractor shall coordinate with the Supervisor of Buildings and Grounds for the scheduling of the work.
5. Contractor shall certify all work in compliance with applicable codes.
6. Contractor shall furnish a bid guarantee to accompany their bid in an amount not less than 10% of the base bid. The bid guarantee is to be certified check, bank cashier's check, or approved surety company's bid bond made payable to the Southern Columbia Area School District.
7. The contractor receiving the contract award shall furnish a performance bond and a labor and material payment bond each in an amount equal to 100% of the contract price.
8. The contractor receiving the contract award shall furnish all required insurance prior to commencing any work on school grounds.
9. Discrimination prohibited. According to Section 755, Public School Code of Pennsylvania, 1949 as amended, the contractor agrees:
 - A. That in the hiring of employees for the performance of work under this contract, or any sub-contract hereunder, no such contractor or subcontractor, shall, by reason of race, creed or color, discriminate against any citizen of

the Commonwealth of Pennsylvania who is qualified and available to perform the work to which the employment relates.

- B. That no contractor, subcontractor, nor any person on his behalf, shall in any manner discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed or color.
 - C. That there may be deducted from the amount payable to the contractor under this contract, a penalty of five dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated, in violation of the provisions to the contract; and,
 - D. That this contract may be canceled or terminated by the school district, and all money due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this portion of the contract.
10. Compliance with human relations act. The provisions of the Pennsylvania Human Relations Act, Act 222 of October 27, 1955 (P.L.744) (43 P.S. Section 951, et, seq.) of the Commonwealth of Pennsylvania prohibit discrimination because of race, color, religious creed, ancestry, age, sex, national origin, handicap or disability, by employers, employment agencies, labor organizations, contractors and others. The contractor shall agree to comply with the provisions of this Act as amended that is made part of this specification. Your attention is directed to the language of the Commonwealth's non-discrimination clause in 16 PA. Code 349.101.
13. Conditions or payment of wages – Competent Workmen. No workmen shall be regarded as competent first class, within the meaning of Section 752 of the Public School Code of 1949, except those who are duly skilled in their respective branches of labor, and who shall be paid not less than such rates of wages and for such hours' work as shall be established and current rates of wages for such hours by employers of organized labor in doing of similar work in the district where work is being done. Note this not a "prevailing wage" bid.
14. Standard of quality. The various materials and products specified in the specifications by name or description are given to establish a standard of quality and of cost for bid purposes. It is not the intent to limit the acceptance to any one material or product specified, but rather to name or describe it as the absolute minimum standard that is desired and acceptable. A material or product of lesser quality would not be acceptable.
15. Compliance with steel products procurement act. Provision for the use of steel and steel products made in the U.S. in accordance with Act 3 of the 1978 General Assembly of the Commonwealth of Pennsylvania, if any steel or steel products are

to be used or supplied in the performance of the contract, only those produced in the United States as defined therein shall be used or supplied in the performance of the contract or any subcontracts thereunder.

16. No cash allowances for any purpose are included in the specifications for this project.

17. Technical Specifications:

A. Games Fields: Football, Soccer, Field Hockey

1). SCOPE OF WORK

- a) Topdress with Super Spread Topdressers using Penn State recommended Organic Mushroom Compost at depth of 1/4" thick. Provide deep tine coreation, using a Soil Reliever, able to go depths of up to 10-12 inches with core tines, etc., depending on condition of soil. This will break up heavily compacted soil; allowing oxygen, water & nutrients to penetrate the soil.
- b) Rake and/or drag fields after coring to break up released cores of dirt.

2). WORKMANSHIP

- a) The Contractor shall protect his work and work areas with suitable covers, barricades, signs or other protective methods.

3). CLEAN UP

- a) The Contractor shall be responsible for the clean up of the completed area. All materials, trash, scraps, and tools shall be removed from the site. The area shall be left in an acceptable condition as determined by the Supervisor of Buildings & Grounds.

BID FORM

**TO: SOUTHERN COLUMBIA AREA SCHOOL DISTRICT
800 Southern Drive
Catawissa PA 17820**

Pursuant to the bidding requirements for the work titled "Field Maintenance at the Southern Columbia Area School District" and in compliance with all bidding documents, including all addenda issued to date and the form entitled "Instructions to Bidders," the undersigned hereby proposes and agrees to furnish all labor, materials, equipment and appliances and to perform operations necessary to complete the work as required by said bidding documents and the contract documents, including all general contractor duties. In connection therewith, the following costs are bid:

Bid pursuant to bidding documents:

A. Bid for "Field Maintenance – All Fields": \$ _____

Name of bidder: _____

Address of bidder: _____

Telephone: _____

Type of business entity: _____
(Corporation, partnership, individual proprietorship, etc.)

Bidder certifies that all proposed equipment and work is in full compliance with all applicable code.

IN WITNESS WHEREOF, and intending to be legally bound, the bidder has hereunto set his signature on the date indicated:

Signature: _____ Title: _____

Print name here: _____ Date: _____

CONSTRUCTION AGREEMENT

THIS AGREEMENT, made this _____ day of _____ 2011, by and between:

The Southern Columbia Area School District, 800 Southern Drive, Catawissa PA herein after referred to as "Owner" or "District"

AND

_____, of _____,
_____, _____, hereinafter referred to as "Contractor."

WITNESSETH:

That the contractor and owner, for the considerations named, hereby agree as follows:

Article 1 - Scope of Work.

Contractor shall furnish all materials and perform all of the work as shown and described in the Contract Documents and shall do everything required by this Agreement and the Contract Documents. The work to be performed hereunder shall be referred to as the "Project" or "Work." Any contract documents are hereby incorporated for reference. The project shall be **Field Maintenance at the Southern Columbia Area School District**. The contractor shall provide full and complete performance of all duties set forth in the contract documents and said full and complete performance is hereby made an express condition to the duty of the owner to render payment. Constructive conditions to said payment which would incorporate the doctrines of substantial performance or immateriality of breach shall not apply. The contractor shall furnish to the owner performance bond and a labor and material payment bond equal to 100% of the contract price.

Article II - Time of Completion.

The work performed under this contract may be performed immediately following notice of award by the owner. Contractor shall coordinate the commencement date and all other work hereunder with the Supervisor of Buildings and Grounds. Site work on the Fields may commence on or after July 19, 2011. All work under this contract on the Fields shall be completed not later than July 29, 2011, hereinafter the "completion dates." Inasmuch as failure to complete the contract within the time herein fixed will work an injury to the owner, liquidated damages in the amount of \$100.00 per day for each and every day after the respective completion date will be deducted from the contract price until the contract is completed as specified. The above sum is a proper measure of liquidated damages, which the owner will sustain for delay only and is not to be construed in any sense as a penalty. The completion date shall be extended for any time periods during which the contractor was delayed in performing its work as a result of fault of the owner, provided, however, that the contractor shall be obligated to inform the owner in writing of any such conditions which would cause delays.

Article III - The Contract Sum.

The owner shall pay to the contractor for the performance of the work specified, subject to additions and deductions provided herein and incorporated herein, the sum of _____ payable as set forth below.

Article IV - Payments.

Upon receipt of application for payment submitted to the owner by the contractor, and fulfillment of all required work, as determined by the owner's Buildings and Grounds Supervisor, the owner shall pay all sums due immediately following the next regularly scheduled meeting of the Board of School Directors, except that the owner shall retain 10 percent (10%) of the contract price until full and final completion is certified by the Supervisor of Buildings and Grounds.

Article V - Insurance.

Prior to commencing any work, the contractor shall furnish evidence of insurance covering worker's compensation, public liability not less than \$1,000,000 per occurrence for bodily injury and property damage including premises, operations, products, and completed operations and independent contractors; business automobile insurance liability not less than \$1,000,000 per occurrence; and all policies of insurance shall be endorsed to name the Southern Columbia Area School District as "Additional Insured." Contractor shall obtain any form of property insurance as necessary to insure any materials, equipment or machinery on the job site against perils normally insured under "special form insurance" as described in standard insurance contracts such as those promulgated by the Insurance Services Office. The contractor shall be responsible for all materials and equipment until the owner has completed final acceptance of the work as certified by its Supervisor of Buildings and Grounds. Insurance companies affording coverage under any insurance contract in the name of the contractor shall be lawfully authorized to do business in the jurisdiction of the Commonwealth of Pennsylvania.

Article VI - Contract Documents.

The Contract Documents shall consist of the following:

- A. Invitation to Bid
- B. Instructions to Bidders
- C. Bid Form
- D. Specifications and any associated Drawings
- E. Construction Agreement
- F. Payment Bond
- G. Performance Bond
- H. All Addenda
- I. All Change Orders

This Agreement, together with the foregoing documents, form the contract and they are as fully a part of the contract as if hereto attached or herein repeated.

The terms "work" or "project" as used in the Contract Documents include all labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated into such construction.

Article VII - Contractor's Duties and Warranties.

- A. Review all of the contract documents and communication with the owner regarding any questions pertaining to said contract documents.
- B. The contractor warrants to the owner that material and equipment furnished under the construction contract will be of good quality and new, that the work will be free from defects and that the work will conform to the requirements of the contract documents. Work not conforming to these requirements, including substitutions not properly approved and authorized in writing by the owner shall be considered defective. If required by the owner, contractor shall furnish satisfactory evidence as to the quality of materials and equipment.
- C. Contractor shall re-execute any work which fails to conform with the requirements of the contract documents and shall remedy any defect resulting from any failure to provide performance completely consistent with the contract documents, or performance which is in breach of any of the warranties or representations contained herein, which appear within a period of one year from the date of completion of the performance of the present contract and the occurrence of final payment. The provisions of this article apply to work done by subcontractors of the contractor as well as to work performed by the contractor. The status of the time period of one year as described herein relates on to the occurrence or manifestation or work not in conformance with the contract documents and the warranties provided for herein, and shall not act as a limitation of the time within which proceedings may be commenced to establish the contractor's liability with respect to contractor's obligations hereunder.
- D. The contractor shall execute a stipulation against liens and the same shall be filed with the Office of the Prothonotary of and for Columbia County, Pennsylvania.
- E. The contractor shall at all times enforce strict discipline and good order among its employees, and shall not employ on the work any unfit person or anyone not skilled in the task assigned to him.
- F. The contractor shall at all times keep the premises free from accumulation of waste material or rubbish. At the completion of the work, the contractor shall remove all remaining waste materials and rubbish, as well as tools, construction equipment,

machinery and surplus materials and shall leave the work in a ready-to-use and safe condition.

- G. The contractor shall, in all contracts with subcontractors, expressly specify that the intended beneficiary of all subcontracts is the owner, by name. The contractor shall not retain any subcontractor not approved by the owner, and any subcontractor so retained shall be required to furnish evidence of insurance as heretofore prescribed for the contractor.
- H. The contractor shall at all times have a person on site designated as the superintendent of the work being performed on site by the contractor or any of its sub-contractors.
- I. The contractor shall indemnify and hold harmless the owner against claims, damages, losses and expenses, including, but not limited to, attorneys fees, arising out of or resulting from the performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death or injury or destruction of tangible property including loss of use resulting there from, to the extent caused in whole or in part by negligent acts or omissions of the contractor, a sub-contractor, or anyone directly or indirectly employed by them or anyone.
- J. The contractor shall be obligated to supervise and direct the work as required by the contract documents and shall be solely responsible for all construction means, methods, sequences, and procedures for coordination all portions of the work or project.

Article VIII - Change Orders/Extras.

Changes in work consisting of additions, deletions, modifications and consequent changes in the work to be performed pursuant to the contract documents, or any other obligation or duty pursuant to the contract documents, may be agreed upon by the owner and contractor. All such changes shall be confirmed in writing, signed by the owner and the contractor.

Article IX - Termination.

If the contractor defaults or neglects to carry out the work in accordance with the contract documents, or fails to perform any provision of the contract or work required by the contract documents, the owner, after seven days written notice delivered to the contractor or posted at the work site, and without prejudice to any other remedy it may have, may make good on such deficiencies and may deduct the costs thereof from the payment then or thereafter due to the contractor, or at its option, may terminate the contract, bar the contractor from the site and finish the work by whatever means elected by the owner. If the expense of finishing the work exceeds the balance unpaid to the contractor, the contractor shall be liable for the difference. Owner shall be

permitted to terminate the present contract upon the filing of bankruptcy with respect to the contractor.

Article X - Integration.

It is understood and agreed that this Agreement contains the entire agreement between the parties hereto and there have been no oral or other agreements of any kind whatsoever, as a condition precedent to the contract, or to induce anyone to the signing of this Agreement, or otherwise, concerning this Agreement or the subject matter hereof between the parties hereto, nor shall any change, addition, or amendment be made hereto or to any of the terms, covenants or conditions hereof, except by written agreement signed by the parties hereto.

Article XI - Governing Law.

This contract shall be governed by the laws of the Commonwealth of Pennsylvania. It shall be deemed to have been formed and performed in the County of Columbia, Commonwealth of Pennsylvania.

Article XII - Binding Effect.

This contract shall be binding upon the heirs, successors, and stockholders of the contractor. The contract shall not be assignable.

WITNESS:

ATTEST:

OWNER:

BY: _____

CONTRACTOR:

BY: _____

TITLE: _____