

ADDENDUM #1

To: All Bidders

Project Name: New Construction of:
North Penn Health Clinic - Site Package
400 Penn Street, Lansdale PA 19446

Prepared for: North Penn School District
401 E. Hancock St. Lansdale PA 19446

Date: 07/15/2022

Notice to all Contractors bidding the North Penn Health Clinic. This Addendum is to amend or clarify the Contract documents as follows:

GENERAL:

Via Addendum #1, the bid due date and pre-bid dates are revised as follows: Pre-Bid meeting August 4 @ 10:00am. Bids due August 11 @ 1:30pm. Please reference the attached revised Invitation to Bid.

- A. This Addendum constitutes part of the Project Manual and Contract. Should conflict occur between the Project Manual and items in this Addendum or between Drawings and this Addendum, the Addendum shall govern.
- B. Work described in this Addendum shall be in accordance with Specifications for like items in remainder of building and complete with all labor and materials required.
- C. Bidders are requested to attach a copy of this Addendum to the Project Manual in their possession.
- D. Work affected by items in this Addendum shall be appropriately adjusted to accommodate these changes.
- E. Acknowledge receipt of this Addendum by inserting its number and date in the space provided in the Bid Form. Failure to do so may subject Bidder to disqualification.
- F. Bids shall only be based on the products specified. No pre-bid substitutions shall be considered. Products that meet or exceed the product specifications will be considered for use during the Shop Drawing Submittal Phase.

SPECIFICATIONS

- 1.01 Specification Section 001200 – Invitation to Bid NP Health Clinic; **REPLACED** in its entirety.
- 1.02 Specification Section 004100 – Bid Form Contract 1 - GC; **REPLACED** in its entirety.
- 1.03 Specification Section 012400 – Unit Prices and Quantity Allowances; **REPLACED** in its entirety.

DRAWINGS

- 2.01 N/A

BIDDERS QUESTIONS

- 3.01 N/A

ATTACHMENTS**Specifications:**

001200	Invitation to Bid NP Health Clinic
004100	Bid Form Contract 1 - GC
012400	Unit Prices and Quantity Allowances

END OF ADDENDUM

SECTION 001200 - INVITATION TO BID

Contractors are invited to submit SEALED BIDS for the bidding of the construction of the **North Penn Health Clinic** in North Penn School District.

BIDS ARE INVITED ON A LUMP SUM BASIS FOR THE FOLLOWING CONTRACTS:

Contract 1General Construction
Contract 2Electrical Construction

Sealed bid proposals for construction of the North Penn Health Clinic will be received by the North Penn School District, at the Educational Services Center located 401 E. Hancock St., Lansdale, PA 19446. Faxed bids and modifications to bids will not be accepted. No award of the contract will be made at the bid opening.

A NON-MANDATORY Pre-bid conference will be held. Bidders will meet at Penndale Middle School, (400 Penn Street, Lansdale, PA 19446) on **Thursday, August 4th, 2022**, at 10:00 AM. A brief meeting will be held, followed by a tour of the existing facilities.

Bidder's proposals must be accompanied by either a certified check, certified bank treasurer's check, bank cashier's check, or bid bond in the form provided. A satisfactory corporate surety shall provide security in an amount equal to 10% of the base bid. The surety shall name as payee or obligee the North Penn School District.

Notice is hereby given that the construction of the North Penn Health Clinic, for which construction proposals are being solicited, is a Public School constituting public works and is subject to applicable provisions of the Pennsylvania Human Relations Act of October 27, 1955, P.L. 744 and the Pennsylvania Prevailing Wage Act No. 442 of August 14, 1961, as amended on August 9, 1963 and other applicable Acts.

Except as provided by law (73P.S. §1602 as amended), all proposals shall be irrevocable for sixty (60) days after bid opening date, unless delayed due to required approvals of another governmental agency, sale of bonds, or the award of a grant or grants, in which case bids shall be irrevocable for one hundred twenty (120) days in compliance with Act #317 of 1978, approved November 26, 1978, and as amended November 23, 1982, and shall be accompanied by 10% bid guaranty, payable to the Owner.

The Owner reserves the right to reject any or all bids and to waive any or all irregularities, mistakes, omissions or informalities relative thereto. The date and time for the submittals of questions and for the submittal of bids as set forth in the Contract Documents shall be deemed mandatory. The failure to meet all submittal dates as set forth shall constitute a defect in the bid submission, which shall be grounds for rejection of the bid as non-responsive. The failure to meet any submittal dates shall not be considered a waivable irregularity omission or informality.

PRIME CONTRACTORS can **REGISTER** and obtain Contract Documents by contacting BLUEEDGE, 1015 Chestnut Street, Philadelphia, PA. 19107 (phone: 215 627 6493 or fax: 215 627 3070 or email: csr.philly@bluedge.com) as follows.

1. Stand alone CD in .pdf format: for a non-refundable cost of One Hundred Dollars (\$100.00). Payment can be made via American Express, Visa or MasterCard only to Blue Edge. No checks will be accepted.
2. Prime Contractors are responsible for the cost of delivery and must provide a FedEx or UPS account number to BLUEEDGE upon submitting payment.
3. Drawings and Specifications will be made available to the following plan rooms:
 - a. Dodge Data & Analytics, 2860 S State Hwy 161, Ste. 160 #501, Grand Prairie, TX 75052, 800 393 6343.
 - b. Pennsylvania Builders Exchange, 1813 N. Franklin St., Pittsburgh PA 15233, 412 922 4200.

In order to ensure **REGISTERED BIDDERS** receive addenda and bid related correspondence, requests for Bid Documents, shall include the following information:

1. UPS/FedEx shipping address
2. Telephone and fax numbers
3. Contact person
4. E-mail address for addenda

E-mailed questions should be directed to: SCHRADERGROUP architecture LLC, Attn: Devin Bradbury at dbradbury@sgarc.com.

Bids will be **due at 1:30 PM** and opened and read aloud at 2:00 PM at North Penn School District, Educational Services Center, (401 E. Hancock St., Lansdale, PA 19446) on **Tuesday, August 11th, 2022.**

SECTION 004100 - BID FORM

BID FORM

FOR

CONTRACT NUMBER: 1

CONTRACT NAME: General Construction

FOR

North Penn Health Clinic
400 Penn Street, Lansdale, PA 19446

Proposal of: (Name) _____

(Address) _____

(Telephone) _____

(Contact Person) _____

***North Penn School District
401 East Hancock Street
Lansdale, PA 19446***

In conformity with the Plans and Specifications as prepared by Schrader Group Architecture LLC, 161 Leverington Ave, Ste 105, Philadelphia PA 19127, after an examination of the site and the Bidding and Contract Documents, the undersigned submits this proposal and enclosed herewith a bond in an amount of not less than ten percent (10%) of the total of the hereinafter stated Base Bid, made payable to or indemnifying the "North Penn School District, 401 East Hancock Street, Lansdale, PA 19446", which it is understood will be held by the Owner, as security as provided in the Instructions to Bidders, if this proposal or any part thereof is accepted by the Owner, and the undersigned shall fail to furnish approved bonds and execute the Agreement within ten (10) days from the date of issuance of the award. Should the Owner fail to make an award on this project through no fault or failure on the part of the Bidder, then the Owner shall return said bid security.

It is hereby certified that the undersigned is the only person(s) interested in this proposal as principal, and that the proposal is made without collusion with any person, firm or corporation.

The Bidder submits herewith, as such, a Non-Collusion Affidavit in accordance with the provisions of the Pennsylvania Anti-bid-Rigging Act of October 28, 1983.

Bidder hereby agrees to execute the Agreement and furnish surety company bonds in the amount of one hundred percent (100%) of the Contract Price for the Performance Bond and Labor and Material Payment Bond, within ten (10) days after mailing by the Owner of notice of award, and to begin work with ten (10) days after date of Notice to Proceed.

Bidder guarantees that, if awarded contract, he will furnish and deliver all materials, tools, equipment, tests transportation, secure all permits and licenses, do and perform all labor, supervision and all means of construction, pay all fees and do all incidental work, and to execute, construct and finish, in an expeditious, substantial and workmanlike manner, in accordance with the plans and specifications, to the complete satisfaction and acceptance of the Owner, for the Work of this Contract for the **North Penn Health Clinic**.

It is understood that the Owner, reserves the right to reject any or all proposals, or part thereof, or items therein and to waive technicalities required for the best interest of the Owner. It is further understood that competency and responsibility of bidders will receive consideration before the award of the contract. A certified copy of the Contractor's Qualification Statement, AIA Document A-305 will be submitted as part of this bid.

Bidders submit this proposal with the understanding that the work shall be substantially complete by the dates indicated in Supplemental Instruction to Bidders, Item 18, Time for Completion. The time for completion of the work of all contracts shall be considered as of the essence of this Contract. Liquidated Damages do apply to this Project and are further described in Supplemental Instructions to Bidders, Item 18C.

The Contractor understands and agrees the **TIME IS OF THE ESSENCE** and that all schedule dates are minimum performance dates, notwithstanding anything to the contrary contained in the Contract Documents, should the progress of the Project be ahead of schedule dates, the Contractor agrees to coordinate and complete its Work in accordance with the actual Project Progress and the actual pace of the Project without additional compensation.

The bidder agrees that he will not assign his bid or any of his rights or interests thereunder without the written consent of the Owner. In the event of a discrepancy between the verbiage (words) and numbers entered here below, the verbiage shall govern.

Bid Withdrawal

This proposal is submitted with the definite understanding that it will not be withdrawn for a period of sixty (60) days after Bids are due, or any authorized postponement thereof, except as provided by law (73 P.S. §1602, as amended).

THE BID, as called for, is submitted as follows:

Item A. BASE BID (INCLUDING Project Allowances):

For all General Construction – Work, complete, for the construction of the North Penn Health Clinic, as shown and specified in the Contract Documents, for the lump sum of:

Dollars (\$ _____)

Item B. SUBSTANTIAL COMPLETION DATE (not to exceed October 31st, 2022)

Projected Substantial Completion Date as: _____

UNIT PRICES: OWNER shall make adjustments to the Contract based on the actual field conditions encountered using the Unit Prices included with the proposal. The BIDDER agrees that OWNER reserves the right to reject or otherwise not agree to use the Unit Prices submitted, if in the Owners 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, and if the Bid is responsible, 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 and installing all materials, labor, tools, equipment, and other incidental costs necessary to complete the specified operation. Unit prices will be used to ADD/DEDUCT the contract cost where appropriate. The Bidder agrees that in the event of any inconsistency between a Unit Price and the extension of a Unit Price in a Material Allowance, the Unit Price shall control, the Material Allowance extension shall be recalculated.

UNIT PRICE 1: BIDDER agrees to ADD or DEDUCT cast-in-place concrete for pier footings including excavation and related work. The size of pier footings may change based on the loading of the modular units which have not been determined yet.

\$_____ per cubic yard

Name of Contractor

ATTACHMENTS:

The following Documents are attached and are made a condition of this Bid:

- a. Non-collusion Affidavit
- b. Bid Bond
- c. Contractor Qualification Statement
- d. Commonwealth of PA – Public Works Employment Verification Form

ACCEPTANCE OF ADDENDA:

In submitting this proposal, I have received and included in this bid, the instructions and information contained in the following Addenda:

<u>Addendum No.</u>	<u>Dated</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Substantial Completion Date: _____

SIGNATURES

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

(Individual Bidder)

Seal

WITNESS

Trading and doing business as

Business

Address: _____

** If a fictitious trade name is employed in the conduct of business, insert such name and complete appropriate, by deletion, the following sentence:

The foregoing fictitious trade name (has) (has not) been registered under Pennsylvania Law.

(Partnership Bidder)

_____ **Seal**

WITNESS

_____ **Partner** _____ **Seal**

_____ **Partner** _____ **Seal**

_____ **Partner** _____ **Seal**

Business Address:

** If a fictitious or trade name is employed in the conduct of business, insert such name and complete, as appropriate, by deletion, the following statement:

The foregoing fictitious or trade name (has) (has not) been registered under Pennsylvania law.

Complete, as appropriate, the following statement:

The Partners constituting the Partnership are:

(Corporate Bidder)

(Name of Corporation)

By: _____
(Vice) President

ATTEST:

(Asst.) Secretary

(Corporate Seal)

Business Address: _____

OR (If appropriate)

(Name of Corporation)

WITNESS

***By: _____
Authorized Representative

Business Address: _____

*** Complete, as appropriate, the following statement:

The Corporation has been organized and is existing under the
laws of the _____ of _____
(state/commonwealth) (state)

END OF GC BID FORM 004100

SECTION 012400 – UNIT PRICES AND QUANTITY ALLOWANCES- (ADDENDUM #1)

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for unit prices **and quantity allowances. (ADDENDUM #1)**
- B. Schedule(s) of Unit Prices **and Quantity Allowances**. Specification Sections that may be referenced in unit price **and quantity allowance** schedules contain requirements for products necessary to achieve the unit price work. **(ADDENDUM #1)**

1.3 DEFINITIONS

- A. Unit Price: an amount proposed by bidders stated on the Form of Proposal as a price per unit of measurement for materials or services added to, or in some instances deducted from, the Contract Sum by appropriate modification if the quantities of Work required by the Contract Documents are increased or decreased, or if additional Work not included in the Base Bid is added. Additional work based on unit prices will occur only within the Contract limits for the Project.
 - 1. Unit prices may be used only as elected and authorized by the Owner.
 - 2. Having an established unit price does not mean the Work will be authorized.
 - 3. For each type of unit price work, the Owner reserves the right to perform the work with its own forces or to seek pricing from and award such work to other contractors or sources.
 - 4. See Section 7.1.7 of the General Conditions, requiring Owner's approval for Unit Prices not incorporated into the bid amount.
- B. ~~A quantity allowance is, unless otherwise specified herein, a stipulated quantity of work to be included in the Base Bid, or if so stated, in an Alternate Bid for areas or locations not indicated to receive such work. All quantity allowances have a corresponding unit price. The unit prices are to be inserted in the bid form. (ADDENDUM #1)~~

1.4 ADMINISTRATIVE REQUIREMENTS AND PROCEDURES

- A. Unit prices **and quantity allowances** shall include all costs for the specified Work including as applicable, cost of materials, delivery, installation, demolition,

cutting and patching, equipment rental, insurance, taxes, overhead and profit, etc.

- B. Unit price descriptions include requirements for each type of Work. Additional requirements and related information for materials and/or assemblies described under each unit price are included by reference to Specification Sections of Division 2 through 33 and in some instances to Drawings.
- ~~C. Quantity allowances are, unless otherwise specified, established for unidentified or undesignated areas or locations of certain types of Work where conditions or scope are not fully known at the time of bid and to defer locating the actual performance of such Work to a later date when additional information is available for evaluation. Use each quantity allowance only as directed and for Owner's purposes.~~
- ~~1. Be advised that identical or similar Work to the type(s) included in each quantity allowance may be required if and where indicated in the Contract Documents for specific locations or areas of construction. Such specifically identified or designated areas of Work are included in the scope of work, but NOT as part of the quantity allowances unless so specified in the schedule(s) of unit prices and quantity allowances in this Section 01 27 50.~~
- ~~2. When extra work arises of a type that could be charged to a quantity allowance, the Owner may in its discretion, elect instead to authorize a different method of pricing for the extra work. (ADDENDUM #1)~~
- D. NO CASH allowances are included in this project.
- E. Measurement and Payment: Methods of measurement and payment for unit prices are specified in referenced Specification Sections if such methods need clarification or vary from the following:
1. Measurement: Unless otherwise indicated, the Contractor is responsible for making accurate measurement of the actual unit price based work-in-place by means acceptable to the Architect and designated Owner's Project Representative.
 2. Basis for Payment: Unless otherwise indicated, payment will be made on actual net quantity of authorized unit price based work in place and approved. Adjustments will be made based on net variation of total installed quantity from the estimated or allowed quantity, if any, required by the Contract Documents.
 - a. No additional compensation will be made for costs due to unauthorized work.
 - b. No payment will be made for rejected work.
- F. Owner reserves the right to reject Contractor's measurement of work in place that involves use of established unit prices and to have this work measured at the Owner's expense by an independent surveyor acceptable to the Contractor.

- G. After actual installed quantity of Work covered by each ~~allowance and~~ unit price is measured and verified, a Change Order will be issued based on the unit price established in the Form of Proposal to adjust the Contract Sum (add or deduct) for the difference between the allowance quantity and the installed quantity.
- H. ~~List each quantity allowance on the Schedule of Values as its own line item to enable tracking of the used and unused allowance amounts.~~
- ~~1. The unit prices provided in the Contractor's completed bid form multiplied by the quantity allowance provided in this section shall equate to the dollar value of the base bid schedule of values provided by the Contractor for that quantity allowance item.~~
- ~~2. At Project closeout, if a quantity allowance has not been used or is only partially used, the remaining unused value shall be deducted from the Contract Sum by Change Order.~~
- I. ~~Schedule: At the earliest practical date after award of the Contract, notify the Owner, Construction Manager and Architect of the date when specific areas of work described by each quantity allowance must be completed to avoid delaying the Work. (ADDENDUM #1)~~

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Obtain new materials in the quantity needed for the specific areas of work which are identified and for which authorization is given to proceed. Purchase of more materials than the quantity necessary for the actual work is at the Contractor's own risk.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine products promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

3.2 PREPARATION

- A. Coordinate materials and their installation for each allowance and unit price with related materials and installations to ensure that each item is completely integrated and interfaced with related work.

3.3 SCHEDULE OF UNIT PRICES ~~AND QUANTITY ALLOWANCE:~~ (ADDENDUM #1)

- A. Reference Bid Forms for Unit Price ~~and Quantity Allowance~~ information.
(ADDENDUM #1)

END OF SECTION 012400