

**THE SCHOOL DISTRICT OF PHILADLPHIA
SCHOOL REFORM COMMISSION
Office of Capital Programs
440 North Broad Street, 3rd Floor – Suite 371
Philadelphia, PA 19130**

TELEPHONE: (215) 400-4730

Addendum No. 3

Subject: Vare-Washington Elementary School Major HVAC Renovation
SDP Contracts No B-065C, B-066C, B-067C and B-068C of 2019/20

Location: Vare-Washington Elementary School
1114-1150 South 5th Street
Philadelphia, Pennsylvania 19150

This Addendum, dated September 3, 2021, shall modify and become part of the Contract Documents for the work of this project. Any items not mentioned herein, or affected by prior addenda, if any,, shall be performed strictly in accordance with the original documents.

NOTICE: CONTRACTS NO, B-066C OF 2019/20 (MECHANICAL CONSTRUCTION) AND B-068C OF 2019/20 (ELECTRICAL CONSTRUCTION) WILL BE REBID ON THURSDAY, SEPTEMBER 9, 2021.

NOTE: BIDDERS MUST USE THE ATTACHED REBID-PROPOSAL FORMS AND SUBMIT NEWLY EXECUTED BID BONDS.

Attachments:

Mechanical Bid Proposal Form-Rebid

Electrical Bid Proposal Form-Rebid

End of Addendum

BID PROPOSAL FORM-REBID
MAJOR HVAC RENOVATION

AT

VARE-WASHINGTON ELEMENTARY SCHOOL

Contract No. B-066C of 2019/20 Mechanical Construction

TO: The School District of Philadelphia
Board of Education

OWNER

Office of Capital Programs
The School District of Philadelphia
440 North Broad Street
Third Floor - Suite 371
Philadelphia, PA 19130-4015

ADDRESS

FROM: _____

**CONTRACTOR
ADDRESS**

**CITY/STATE
CONTACT NAME
PHONE NO.**

BASE CONTRACT PROPOSAL:

1. Having become completely familiar with the local conditions affecting the cost of Work at the place where Work is to be executed, and having carefully examined the site conditions as they currently exist, and having carefully examined the Bidding and Contract Documents prepared for this project, together with any Addenda to such Bidding and Contract Documents as listed hereinafter, the Undersigned hereby proposes and agrees to provide all labor, materials, plant, equipment, transportation and other facilities as necessary and/or required to execute all of the Work described by the Contract Documents for the above cited Contract for the lump sum consideration of:

_____ Dollars
(\$ _____), said amount being hereinafter referred to as the Base Proposal Amount. Base proposal Amount includes Unit Price Items listed below, if applicable.

BID ALTERNATES (Not applicable to this Contract – No Alternates)

UNIT PRICES:

UNIT PRICE NO. 1: EXCAVATION AND DISPOSAL OF CONTAMINATED SOILS

1. Excavation and Disposal of Soils determined to be Contaminated, in accordance with PA DEP Clean Fill Regulations, including all costs of excavation, stockpiling, testing and hauling, in accordance with Section 01 1145 SOILS MANAGEMENT, as directed by the District's Environmental Consultant

2. Unit of Measurement: per ton (T)

3. Payment: Payment to be made for the actual quantities in accordance with Section 01 1600-UNIT PRICES.

4. Estimated Quantity included in Base Bid: 400 TONS

5. Unit Price Calculation (to be included in Base Bid Amount):

400 TONS @ \$ _____ per TON =

\$ _____ Total*

***This amount included in Base Bid Amount**

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA:

2. The Undersigned acknowledges receipt of the following Addenda (list by number and date appearing on Addenda):

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

TIME OF COMPLETION:

3. The Undersigned agrees to Substantially Complete all Work under this Contract within the time periods specified in Division 1, General Requirements, Section 00 1300 entitled "Time of Completion, Milestones and Phasing or Sequencing Requirements".

INSURANCE:

4. All Bidders are instructed to refer to Article GC-11 of the General Conditions. All Contractors or Subcontractors bidding Work on the Project shall include in their bids the costs of Workers Compensation and Employer's Liability Insurance, Commercial General Liability Insurance, Automobile Liability Insurance, Excess Umbrella Liability Insurance (Commercial Umbrella Liability Insurance) and any other types of insurance identified in Division 1- General Requirements, Section 01200 (or 01 1200) entitled "Special Insurance Requirements".

LIQUIDATED DAMAGES:

5. Upon failure by the Contractor to achieve Substantial Completion within the time specified in Article GC-8 of the General Conditions from the Date of Commencement as set forth in the Notice to Proceed, the Contractor shall pay to the School District, as liquidated damages and not as a penalty, the sum of One Thousand Dollars (\$1,000.00) per day for each consecutive calendar day of delay until such time as Substantial Completion of the Work is achieved.

6. In addition, the Contractor shall be responsible for and pay for the cost of completion of construction of the Work, as well as for any and all additional charges of the School District, Architect/Engineer, other Project Contractors, and any other Consultants to the School District relating to the Contractor's failure to achieve Substantial Completion on a timely basis, including, but not limited to, delay damages, disruption damages, acceleration costs or expenses, investigative expenses, consulting fees, experts' fees, and attorneys' fees.

7. The Contractor and the School District agree that the amounts so fixed herein as liquidated damages are reasonable forecasts of just compensation for the harm that will be caused to the School District by the Contractor's breach.

GENERAL STATEMENT:

8. The Undersigned declares that the person or persons signing this Proposal is/are fully authorized to sign on behalf of the firm listed and to fully bind the firm listed to all the Proposal's conditions and provisions thereof.

9. It is agreed that the Undersigned has complied or will comply with all

requirements of local, state, and federal laws, and that no legal requirement has been or will be violated in making or accepting this Proposal, in awarding the Contract to it and/or in prosecution of the Work.

10. Bid Security in the amount of ten percent (10%) of the Base Bid, plus all additive Alternates Proposal amounts, is attached hereto and made a part hereof, without endorsement, in the sum of _____ Dollars (\$ _____), which shall become the property of the School District in the event the Contract and Performance Bond and Labor and Materialmen's Bond are not executed within the time set forth, as liquidated damages.

11. The Undersigned further agrees within five (5) calendar days from date of Notice of Acceptance of this Proposal or Contract award, to sign and deliver to the School District, all required copies of the School District/Contractor Agreement, the Performance Bond, the Labor and Materialmen's Bond, and the Maintenance Bond, in the forms included in the Bidding Documents, and the policies of insurance or insurance certificates as required by the General Conditions. In case the undersigned fails or neglects to deliver within the specified time the School District/Contractor Agreement, the Performance Bond, the Labor and Materialmen's Bond, and the Maintenance Bond, and the insurance policies or certificates, all as aforesaid, the undersigned shall be considered as having abandoned the Contract, and the Bid Bond accompanying this Proposal shall be forfeited to the School District by reason of such failure on the part of the undersigned, as liquidated damages and not as a penalty.

12. The Undersigned further agrees that the Bid Security may be retained by the School District and shall remain with the School District until the School District/Contractor Agreement has been signed and delivered to the School District and the Performance Bond, the Labor and Materialmen's Bond, and the Maintenance Bond, and insurance policies or certificates have been made and delivered to the School District.

Respectfully submitted this _____ day of _____, 201_.

Individual Proprietorship or Partnership

If Contractor is an individual proprietorship or is a partnership, sign here:

(Trade Name of Firm)

By: _____ By: _____ (SEAL)
(Witness) (Owner or Partner)

BID PROPOSAL FORM-REBID
MAJOR HVAC RENOVATION

AT

VARE-WASHINGTON ELEMENTARY SCHOOL

Contract No. B-068C of 2019/20 Electrical Construction

TO: The School District of Philadelphia
Board of Education

OWNER

Office of Capital Programs
The School District of Philadelphia
440 North Broad Street
Third Floor - Suite 371
Philadelphia, PA 19130-4015

ADDRESS

FROM: _____

**CONTRACTOR
ADDRESS**

**CITY/STATE
CONTACT NAME
PHONE NO.**

BASE CONTRACT PROPOSAL:

1. Having become completely familiar with the local conditions affecting the cost of Work at the place where Work is to be executed, and having carefully examined the site conditions as they currently exist, and having carefully examined the Bidding and Contract Documents prepared for this project, together with any Addenda to such Bidding and Contract Documents as listed hereinafter, the Undersigned hereby proposes and agrees to provide all labor, materials, plant, equipment, transportation and other facilities as necessary and/or required to execute all of the Work described by the Contract Documents for the above cited Contract for the lump sum consideration of:

_____ Dollars
(\$ _____), said amount being hereinafter referred to as the Base Proposal Amount. Base proposal Amount includes Unit Price Items listed below, if applicable.

BID ALTERNATES (Not applicable to this Contract)

UNIT PRICES: (Not applicable to this Contract)

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA:

2. The Undersigned acknowledges receipt of the following Addenda (list by number and date appearing on Addenda):

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

TIME OF COMPLETION:

3. The Undersigned agrees to Substantially Complete all Work under this Contract within the time periods specified in Division 1, General Requirements, Section 00 1300 entitled "Time of Completion, Milestones and Phasing or Sequencing Requirements".

INSURANCE:

4. All Bidders are instructed to refer to Article GC-11 of the General Conditions. All Contractors or Subcontractors bidding Work on the Project shall include in their bids the costs of Workers Compensation and Employer's Liability Insurance, Commercial General Liability Insurance, Automobile Liability Insurance, Excess Umbrella Liability Insurance (Commercial Umbrella Liability Insurance) and any other types of insurance identified in Division 1- General Requirements, Section 01200 (or 01 1200) entitled "Special Insurance Requirements".

LIQUIDATED DAMAGES:

5. Upon failure by the Contractor to achieve Substantial Completion within the time specified in Article GC-8 of the General Conditions from the Date of Commencement as set forth in the Notice to Proceed, the Contractor shall pay to the School District, as liquidated damages and not as a penalty, the sum of One Thousand Dollars (\$1,000.00) per day for each consecutive calendar day of delay until such time as Substantial

Completion of the Work is achieved.

6. In addition, the Contractor shall be responsible for and pay for the cost of completion of construction of the Work, as well as for any and all additional charges of the School District, Architect/Engineer, other Project Contractors, and any other Consultants to the School District relating to the Contractor's failure to achieve Substantial Completion on a timely basis, including, but not limited to, delay damages, disruption damages, acceleration costs or expenses, investigative expenses, consulting fees, experts' fees, and attorneys' fees.

7. The Contractor and the School District agree that the amounts so fixed herein as liquidated damages are reasonable forecasts of just compensation for the harm that will be caused to the School District by the Contractor's breach.

GENERAL STATEMENT:

8. The Undersigned declares that the person or persons signing this Proposal is/are fully authorized to sign on behalf of the firm listed and to fully bind the firm listed to all the Proposal's conditions and provisions thereof.

9. It is agreed that the Undersigned has complied or will comply with all requirements of local, state, and federal laws, and that no legal requirement has been or will be violated in making or accepting this Proposal, in awarding the Contract to it and/or in prosecution of the Work.

10. Bid Security in the amount of ten percent (10%) of the Base Bid, plus all additive Alternates Proposal amounts, is attached hereto and made a part hereof, without endorsement, in the sum of _____ Dollars (\$_____), which shall become the property of the School District in the event the Contract and Performance Bond and Labor and Materialmen's Bond are not executed within the time set forth, as liquidated damages.

11. The Undersigned further agrees within five (5) calendar days from date of Notice of Acceptance of this Proposal or Contract award, to sign and deliver to the School District, all required copies of the School District/Contractor Agreement, the Performance Bond, the Labor and Materialmen's Bond, and the Maintenance Bond, in the forms included in the Bidding Documents, and the policies of insurance or insurance certificates as required by the General Conditions. In case the undersigned fails or neglects to deliver within the specified time the School District/Contractor Agreement, the Performance Bond, the Labor and Materialmen's Bond, and the Maintenance Bond, and the insurance policies or certificates, all as aforesaid, the undersigned shall be considered as having abandoned the Contract, and the Bid Bond accompanying this Proposal shall be forfeited to the School District by reason of such failure on the part of the undersigned, as liquidated damages and not as a penalty.

12. The Undersigned further agrees that the Bid Security may be retained by the School District and shall remain with the School District until the School District/Contractor Agreement has been signed and delivered to the School District and the Performance Bond, the Labor and Materialmen's Bond, and the Maintenance Bond, and insurance policies or certificates have been made and delivered to the School District.

Respectfully submitted this ____ day of _____, 201_.

Individual Proprietorship or Partnership

If Contractor is an individual proprietorship or is a partnership, sign here:

(Trade Name of Firm)

By: _____ By: _____ (SEAL)
(Witness) (Owner or Partner)