

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

TELEPHONE: (215) 400-4730

Addendum No. 2

**Subject: Edwin Forrest Elementary School- Major Renovation
SDP Contracts No B-57C, B-58C, B-59C and B-060C of 2020/21**

**Location: Edwin Forrest Elementary School
4300 Bleigh Avenue
Philadelphia, PA 19136**

This Addendum, dated April 28, 2022, shall modify and become part of the Bidding and Contract Documents. Any items not mentioned herein, or affected by, shall remain strictly in accordance with the original document.

TO MEET THE REQUIRED PROJECT COMPLETION DATES, THE SCHOOL DISTRICT HAS IMPLEMENTED SPECIAL REQUIREMENTS FOR THIS PROJECT:

1. AWARDED CONTRACTORS ARE REQUIRED TO BEGIN SUBMITTALS IMMEDIATELY AFTER RECEIPT OF NOTICE OF AWARD.

To avoid or minimize supply chain delays, the process of preparing and submitting shop drawings, samples, catalog cuts, etc. must begin before formal execution of the contracts has been completed

2. RESPONSE TIME FOR SUBMITTAL REVIEWS HAS BEEN SHORTENED TO TEN (10) CALENDAR DAYS FROM FOURTEEN (14) CALENDAR DAYS.

Priority shall be given to equipment and materials required early in the project, such as steel products, roofing and window units, required for building enclosure, and critical long lead time items, such as heating and ventilating equipment.

3. TO ENCOURAGE THE EARLIEST POSSIBLE PROCUREMENT OF REQUIRED EQUIPMENT AND MATERIAL, THE SCHOOL DISTRICT WILL PAY FOR OFFSITE STORED EQUIPMENT AND MATERIAL

Contractors will be reimbursed for the documented actual cost of approved equipment and materials delivered to offsite, bonded and insured warehouses, provided that title and ownership of the stored equipment and material has been transferred to the School District.

TO IMPLEMENT THESE REQUIREMENTS, THE FOLLOWING CHANGES HAVE BEEN MADE TO THE BIDDING AND CONTRACT DOCUMENTS:

1. GENERAL CONDITIONS:

(a) GC-3.2 SERVICES OF THE ARCHITECT/ENGINEER.

GC-3.2.10-Change the time interval to ten (10) calendar days.

(b) GC-9. APPLICATIONS FOR PAYMENT

(i) GC-9.2.3: ADD the phrase “or an approved, bonded, insured warehouse” after the words “stored at the Project Site” in the first sentence.

(ii) Add the following paragraph:

(a) GC-9. APPLICATIONS FOR PAYMENT

(i) GC-9.2.3: ADD the phrase “or an approved, bonded, insured warehouse” after the words “stored at the Project Site” in the first sentence.

(ii) GC-3.2: Add the following paragraph:

9.3.2.1. Materials Stored Off Site. Materials stored off the construction site shall not be included for payment in the Contractor's application for payment unless prior approval of the School District has been obtained. Payment for materials stored off the construction site shall be subject to the conditions in subparagraph 9.3.2 and the following additional conditions.

1. The materials have been stored in a bonded and insured warehouse approved by the School District
2. Contractor shall provide property insurance for the full cost of the materials stored off the construction site;
3. Contractor shall provide a bill of sale for the materials granting clear title to the materials to the School District;
4. Contractor shall provide waivers of liens, encumbrances or claims relating to the bailment of the materials stored off site or as otherwise required by School District;
5. Contractor shall provide School District all information necessary for the filing of any notices under the Uniform Commercial Code relating to the materials stored off the construction site as may be required by School District;
6. The materials stored off the construction site shall be clearly and conspicuously labeled so as to identify School District's title to the materials and shall be segregated and not commingled with other materials at the storage location.
7. Contractor shall pay all storage costs, shall be responsible for any damage or deterioration of the materials while in storage or in transit to the construction site.
8. Contractor shall be responsible for and shall pay all costs of transportation of the materials to the construction site, unless the School District has agreed to reimburse any of such charges under a Change Order; and

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9. Neither School District's payment for materials stored off the construction site nor the transfer of title to School District shall in any way reduce Contractor's liability for the complete installation and construction relating to said materials or liability under any performance bond provided for the Project.

2. SUPPLEMENTARY CONDITIONS:

(a) SC-5. PROGRESS PAYMENTS

(i) SC-5.4 IS DELETED

(ii) SC-5.6. ADD the phrase “or an approved, bonded and insured warehouse” after the words “at the Project Site” throughout the paragraph

(iii) ADD the following:

5.6.1 Contractors may be reimbursed for the documented actual cost of approved equipment and materials delivered to offsite, bonded and insured warehouses, provided that title and ownership of the stored equipment and material has been transferred to the School District, and all other requirements of GC-9.3.2.1 have been met.

This Amendment shall not be construed to increase the Contract Sum. Any costs associated with offsite storage of materials shall be the responsibility of the Contractor, unless approved in advance by the District.

3. SECTION 01 1000-SUMMARY OF WORK

ADD the following notes:

NOTE: ALTHOUGH THE POLLOCK SCHOOL WILL BE UNOCCUPIED UNTIL AUGUST OF 2023 FOR CONSTRUCTION, STUDENTS ARE SCHEDULED TO RETURN AT THAT TIME FOR THE 2023-24 SCHOOL YEAR, SO THE SPECIFIED SUBSTANTIAL COMPLETION DATE OF AUGUST 12, 2023 CANNOT BE EXTENDED. ALL CONTRACTORS SHALL MAKE PROVISION IN THEIR BID PROPOSAL FOR ANY ADDITIONAL SHIFTS, OVERTIME, WEEKEND AND HOLIDAY WORK NEEDED TO MEET THE REQUIRED SUBSTANTIAL COMPLETION DATE, WITHOUT ADDITIONAL COST TO THE DISTRICT

SEE SECTION 01 1300 TIME OF COMPLETION, ETC. FOR REQUIRED COMPLETION DATES.

NOTE: Due to the tight construction schedule for this project, all contractors (except the GC) must secure and pay for expedited review of Construction Permit Applications by the Philadelphia Department of Licenses and Inspections. (Other arrangements will be made for expedited review of the Building Permit Application, which is made by the A/E, but is issued to the GC.)

NOTE: All required submittals to the Architect/Engineer are due within ten (10) days after Notice to Proceed.

NOTE: Where any Prime Contractor experiences a delay, or excessive lead time in acquiring materials this shall not relieve them of providing a completed, usable space as required by the Project Scheduling requirements. In these instances, Contractors must provide comparable material pending School District acceptance to temporarily satisfy the project requirements until the permanent materials are incorporated into the work.

4. SECTION 01 1300 TIME OF COMPLETION, etc.:

A. Substantial Completion

DELETE the paragraph beginning with the phrase beginning “Substantial Completion shall include”...and Items 1-12.

INSERT the following:

“NOTE: ALTHOUGH THE POLLOCK SCHOOL WILL BE UNOCCUPIED UNTIL AUGUST OF 2023 FOR CONSTRUCTION, STUDENTS ARE SCHEDULED TO RETURN AT THAT TIME FOR THE 2023-24 SCHOOL YEAR, SO THE SPECIFIED SUBSTANTIAL COMPLETION DATE OF AUGUST 12, 2023 CANNOT BE EXTENDED. ALL CONTRACTORS SHALL MAKE PROVISION IN THEIR BID PROPOSAL FOR ANY ADDITIONAL SHIFTS, OVERTIME, WEEKEND AND HOLIDAY WORK NEEDED TO MEET THE REQUIRED SUBSTANTIAL COMPLETION DATE, WITHOUT ADDITIONAL COST TO THE DISTRICT.”

End of Addenda #2