

COUNTY OF BERKS

Purchasing Department

Berks County Services Center, 633 Court Street, Reading, PA 19601

Tel: 610-478-6168 Fax: 610-898-7404

Kelly A. Laubach, CPPB, Director of Contracts and Procurement

NOTICE TO BIDDERS

Amendment #1 Issued on August 26, 2021

Re: Invitation to Bid #21-19-GR

This Amendment should consist of a total of 3 pages. If you have not received this Amendment in its entirety, please contact the County of Berks Purchasing Department at (610) 478-6168.

The County hereby amends the above noted Invitation to Bid (ITB) as indicated herein. All other details of the ITB remain unchanged. Language that is underlined denotes that which has been added. Language that has been stricken denotes that which is hereby removed.

Where conflict exists between these responses and information in the original ITB package, the responses shall prevail.

A pre-bid conference was held at Pleasantville Covered Bridge located on Covered Bridge Road in Oley Township on August 24, 2021 at 10:00 A.M. The following individuals and companies were represented at the meeting:

<u>Name</u>	<u>Entity</u>
Erin Pingitore	Bertolet Construction
Dennis Dierolf	Bi State Construction
George Rodrigues	County of Berks
Eric Peterson	DESCCO
John Bush	McCormick Taylor
John McGovern	Minichi Construction
John Michel	SMJ Construction

Several key points were reviewed by the Purchasing Department at the beginning of the pre-bid meeting. They were:

1. As per Section One, Clause 1.B., an amendment will be issued to respond to any and all questions and clarifications submitted and/or identified as needed by the County. Questions answered, or responses not set forth in an amendment shall not be valid and binding upon the County.
2. As per Section One, Clause 1.B., submit all questions in writing to the County point of contact, as detailed therein.
3. Section One, Clause 4.A., contains the deadline for receipt of bids. The County Controller's clock shall be considered the official time. There will be no exceptions to the Bid Deadline.
4. Section One, Clause 4.D., refer for details on whom the bids must be signed by.

5. Section One, Clause 4.E., Consent of Surety must accompany the bid.
6. As per Section One, Clause 5.B., a Bid that contains exceptions or offers substitute products not previously approved by the County may result in the County rejecting the Bid as a non-responsive Bid.
7. As per Section One, Clause 8, Bidders on this Project must be PennDOT Pre-Qualified.
8. Section One, Clause 13.A.1. and Clause 13.A.2., all bonds must be submitted on the County's form.
9. Section One, Clause 16, Insurance – Please review carefully with your agency/broker to ensure you meet or exceed all the limits and the endorsements identified therein.
10. Sign up for eAlerts on the Purchasing page of www.countyofberks.com.

Following is a list of questions asked at the pre-bid meeting, and the County's response to each question, as well as clarifications addressed. The responses to these questions form an integral part of the ITB package and these responses may alter a Contractor's responsibilities in submitting a bid. Where conflict exists between these responses and information in the original ITB package, the responses shall prevail.

Clarification 1

Section One – Instructions to Bidders and General Conditions of Contract – Clause 4 – Preparation and Submission of Bids

- B. Bids shall be prepared and submitted on forms furnished by the County. All blank spaces shall be filled in, by typewriter or ink, and amounts shown in both words and numbers. In case of discrepancy, the written words shall be considered as being the Bid Sum. All prices are to be firm net prices and are to be F.O.B. destination, including, without limitation, charges for delivery, transportation, placement, handling charges, labor, overhead, profit, etc. Owner shall not be releasing the Engineer's Opinion of Probable Construction Costs.

Section One – Instructions to Bidders and General Conditions of Contract – Clause 29 – Fees, Permits, and Certifications

Q2: Are construction permits required?

A2: Contractor shall coordinate with Engineer and all appropriate authorities any construction permit requirements. As per Section One, Instruction to Bidders and General Conditions of Contract, Clause 29, Fees, Permits and Certifications, the Contractor shall pay for, secure and provide all necessary and required local, state and federal fees, permits and certificates.

Clarification 3

Section One – Instructions to Bidders and General Conditions of Contract – Clause 33 – Time Period for Performance of Work

33. ~~The Contract must be completed within Ten (10) months of the issuance of Notice to Proceed.~~ Contractor shall order required material and perform other preconstruction activities upon issuance of the first Notice to Proceed (NTP) issued by the County. The County shall not issue the first NTP until such time as

the agreement is fully executed between County and Contractor. Upon receipt of material, County shall issue a second NTP instructing the Contractor to commence performance of Contract Work. All Contract Work shall be completed within Seventy-Five (75) calendar days following the issuance of the second NTP. Notwithstanding the foregoing, the County reserves the right, upon notice to the Contractor, to extend the Contract or any part of the Contract for up to three (3) months upon the same terms and conditions as the County deems necessary in its sole and absolute discretion. This will be utilized to prevent a lapse in Contract coverage and only for the time necessary, up to three (3) months, to enter into a new contract.

Clarification 4

Section Three – Technical Specifications – Article Two – Functional Requirements

- 2.1. Project Duration: The Contractor shall have Seventy-Five (75) calendar days from the date of the written second Notice-To-Proceed to complete the project in accordance with the conditions, specifications and provisions as set forth in this contract. Reference Section 1 – Paragraph 42(D) of this document for information regarding liquidated damages liability.

Section Three – Technical Specifications – Article Four – Item Specifications

Q5: Should the existing stone be reused?

A5: As per Section Three, Technical Specifications, Article Four, Item Specification, Clause 4.1.12.3, the existing stone shall be reused, any replacement stone masonry components must be approved by the Engineer prior to installation.

Clarification 6

Section Seven – Contract

Article 3. Start of Work and Substantial Completion. The Contract shall commence upon the issuance of a formal Notice to Proceed (“NTP”) letter authored by the County’s representative to order required material and perform other preconstruction activities and must be completed no later than Seventy-Five (75) calendar days following issuance of the second NTP to commence performance of Contract Work (“Contract Period”). The Contractor acknowledges that the time period for completion of the work described in the Contract Documents is suitable to enable the Contractor to complete such work in full compliance with all applicable codes, laws, ordinances and regulations affecting the project. Notwithstanding the foregoing, the Owner reserves the right, in the Owner’s sole and absolute discretion, upon notice to the Contractor, to extend the Contract or any part of the Contract for up to three (3) months upon the same terms and conditions except that the contract price for the additional time period shall be a prorated amount of the Contract Sum set forth in Section 4.2 of this Contract. This will be utilized to prevent a lapse in Contract coverage and only for the time necessary, up to three (3) months, to enter into a new contract.

Appendix B – Maintenance and Protection of Traffic Detour Plan

Q7: Is there a formal traffic control plan?

A7: Appendix B, Maintenance and Protection of Traffic Detour Control Plan, details the road closure and detour plan as approved by PennDOT.

Should you have any questions regarding this Amendment, please contact George Rodrigues, Senior Contract Coordinator, via phone at (610) 478-6168 ext. 6270 or via email at grodrigues@countyofberks.com.