STATE OF NEW JERSEY
SCHOOLS DEVELOPMENT AUTHORITY

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Addendum #2

New Jersey Schools Development Authority
Office of Procurement
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Phone: 609-858-2984
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Date: **November 2, 2015**

PROJECT #: **WT-0022-B01**
New Trenton Central High School
Trenton Public Schools

DESCRIPTION: **Addendum #2**

This addendum shall be considered part of the Design-Build Information Package issued in connection with the referenced project. Should information contained in this Addendum conflict with the Design-Build Information Package, this Addendum shall supersede the relevant information in the Design-Build Information Package.

A. CHANGES TO THE PROCUREMENT PROCESS:

NOTE that modifications to the following items will be shown as follows: additions in **bold and underlined** text; deletions in ~~*strikethrough and italics*~~.

1. **Modifications to the Request for Proposals – Deletion of Identification Requirements and Qualifications for Safety Coordinator and Inspector, Quality Assurance and Quality Control Coordinator and CPM Scheduler:**

   BACKGROUND: The Authority has determined to defer the identification of the Safety Coordinator/Inspector, Quality Assurance and Quality Control Coordinator and CPM Scheduler until after the award of the Design-Build Contract, and to incorporate the qualifications requirements for each such position into the Design-Build Agreement for this project. Accordingly, by way of this Addendum, 2) changes are made to the RFP to delete the previous requirements for identification in the Technical Proposal of a Safety Coordinator/Inspector and Quality Assurance/Quality Control Coordinator/Inspector; and 2) changes are made to the Design-Build Agreement to incorporate the qualifications requirements for each such position.

NOTE that while no prebid identification is required, after Notice to Proceed, the successful Design-Builder will be required to comply with the contractual qualifications requirements for the positions of Safety Coordinator/Inspector, Quality Assurance and Quality Control Coordinator and CPM Scheduler.

a. **REVISE**: In Section 3.5.1 of the RFP ("Identification and Qualification of Design-Builder's Key Team Members"), numbered paragraph 1, as previously modified by prior Addendum, the list of Key Team Members required to be identified in the Technical Proposal shall be modified to delete the positions of Safety Coordinator/Inspector, Quality Assurance/Quality Control Coordinator/Inspector and CPM Scheduler as follows:

   a. Design-Builder's Project Manager;
   b. Design-Builder's Superintendent;
   ~~c. Design-Builder's Safety Coordinator/Inspector;~~
   ~~d. Design-Builder's Quality Assurance/Quality Control Coordinator;~~
   ~~e.~~ Design-Builder's Affirmative Action Coordinator~~;~~
   f. ~~Design-Builder's CPM Scheduler~~.

b. **REVISE**: In Section 3.5.1 of the RFP ("Identification and Qualification of Design-Builder's Key Team Members"), in the NOTE appearing after numbered paragraph 3, as previously modified by prior Addendum, delete the reference to the position of Safety Coordinator/Inspector and QA/QC Coordinator as follows:

   NOTE: Design-Builders are prohibited from identifying an individual as the Design-Builder's **Superintendent**~~, Safety Coordinator and Inspector, or QA/QC Coordinator~~ if that individual:

   1) Has been identified as a **Superintendent** ~~, Safety Coordinator and Inspector, or QA/QC Coordinator~~ in response to any other active SDA procurement for which a Notice of Award has not yet been issued as of the date of submission of the Technical Proposal; or

   2) Is currently performing as a **Superintendent** ~~, Safety Coordinator and Inspector, or QA/QC Coordinator~~ on an existing SDA project that has been awarded to the Design-Builder, and

      a. an official Project Schedule for such Project has not yet been accepted and approved by the NJSDA; or

      b. the date for Final Completion for the awarded Project, included in the official Project Schedule (as accepted and approved by NJSDA) will not occur before construction commences on the Project that is the subject of this procurement and thus the named **Superintendent** ~~, Safety Coordinator and Inspector, and/or QA/QC Coordinator~~ cannot simultaneously perform their duties on the awarded Project as well as the Project that is the subject of this procurement.

c. **DELETE**: In Section 3.5.1 of the RFP ("Identification and Qualification of Design-Builder's Key Team Members"), numbered paragraphs 4, 5 and 7 describing the requirements for the Safety Coordinator/Inspector, Quality Assurance/Quality Control

Coordinator/Inspector, and CPM Scheduler, respectively, shall be deleted in their entirety as follows:

~~*4. The Design-Builder's Safety Coordinator and Inspector is the person identified by the Design-Builder who performs safety management duties required of the Design-Builder, and serves as the Authority's point of contact for all matters relating to project safety. The Design-Builder's Safety Coordinator and Inspector enforces and implements the safety requirements of the Contract, including the Design-Builder's Safety Plan, and inspects the Work to ensure compliance with: 1) OSHA regulations and guidelines; 2) the NJSDA Safety Manual; and 3) all applicable laws and regulations. The Safety Coordinator and Inspector is shall be present on the Project Site whenever Work is being performed. The Safety Coordinator and Inspector shall only perform safety management duties for the Project and shall not perform Construction Work, or clerical/administrative work unrelated to Safety Coordinator and Inspector duties, or perform additional roles or functions on the Project (e.g., Superintendent, Quality Assurance/Quality Control Coordinator, etc. The Safety Coordinator and Inspector shall have the following qualifications:*~~

~~*a. Five years of experience working as a safety professional; and*~~
~~*b. Completion of 30-Hour OSHA Construction Outreach Training; and*~~
~~*c. Completion of 24-Hour HAZWOPER training; and*~~
~~*d. Certification as a Construction Health and Safety Technician.*~~
~~*e. Additionally, a bachelor's degree in Safety and Health Management or other related field is preferred, but not mandatory.*~~

~~*5. The Design-Builder's Quality Assurance/Quality Control Coordinator/Inspector ("QA/QC Coordinator") is the person identified by the Design-Builder who shall be responsible for all construction quality issues, and shall perform coordination between the Design-Builder, subcontractors, and any independent testing labs, and shall have the authority to act for the Design-Builder in all construction quality control matters. The QA/QC Coordinator shall be present on the Project Site at all times when Work is being performed, to perform construction quality control duties. The QA/QC Coordinator shall only perform construction quality control duties for the Project, and shall not perform Construction Work, or clerical/administrative work unrelated to QA/QC Coordinator duties, or perform additional roles or functions on the Project (e.g., Superintendent, Safety Coordinator/ and Inspector, etc.) The QA/QC Coordinator shall have the following qualifications:*~~

~~*a. Knowledge of current construction practices; and*~~
~~*b. Five years of experience as a Quality Control professional.*~~
~~*c. Additionally, a bachelor's degree in Construction Management, Construction Engineering, or a related field is preferred but not mandatory.*~~
~~*d. Further, certification as a Certified Manager of Quality/ Organizational Excellence by the American Society for Quality, or other related Quality Management certification (e.g., US Army Corps of Engineers/ Naval Facilities Engineering Command (NAVFAC) CQM-C certification, or similar), is preferred but not mandatory.*~~

~~7. The Design-Builder's CPM Scheduler is the person identified by the Design-Builder as the preparer and maintainer of the Critical Path Method ("CPM") Schedule required for the Project. The person identified as Scheduler shall have at least six years of CPM scheduling preparation and maintenance experience on projects of similar size, scope and complexity. The Scheduler must be employed by an entity that is DPMC prequalified in the discipline of CPM Scheduling (P030). If the Design-Builder is itself DPMC prequalified in the CPM Scheduling discipline (P030), then the Scheduler may be an employee of the Design-Builder who has the requisite qualifications to fulfill the position of Scheduler. If the Design-Builder is not DPMC prequalified in the discipline of CPM Scheduling, the Design-Builder must identify in its Technical Proposal an entity that is DPMC Prequalified in CPM Scheduling and must identify by name, and provide appropriate qualifications for, the person designated as the Design-Builder's Scheduler.~~

d. **DELETE**: In the second sentence of Section 3.10 of the RFP ("Technical Proposal Certification"), delete the reference to Safety Coordinator as follows:

The Design-Builder further certifies on this form that the individuals named as Superintendent and ~~Safety Coordinator and~~ Design Consultant's Project Manager and Design Consultant's Project Architect are or will be available to perform their designated functions on the Project, without any conflict or overlap with other SDA projects.

2. **Modifications to the NJSDA Forms Included With the Request for Proposals:**

The following forms are to be replaced with new forms modified from the previous format to delete reference to the identification, in the Technical Proposal, of the Safety Coordinator and Inspector, the Quality Assurance/Quality Control Coordinator, and the CPM Scheduler.

a. REPLACE: Replace original "Design-Builder's Experience on Similarly Sophisticated Projects" Form 1a, originally issued with advertisement, with Revised "Design-Builder's Experience on Similarly Sophisticated Projects" Form, dated October 21, 2015, included with this Addendum as Attachment 2.1.

b. REPLACE: Replace original "Identification of Design-Builder's Key Team Members" Form 1b, originally issued with advertisement, with Revised "Identification of Design-Builder's Required Key Team Members" Form, dated October 21, 2015, included with this Addendum as Attachment 2.2.

c. REPLACE: Replace original "Identification of Required Subcontractors" Form 1d, originally issued with advertisement, with Revised "Identification of Required Subcontractors" Form, dated October 21, 2015, included with this Addendum as Attachment 2.3.

d. REPLACE: Replace original "Design-Builder's Design Consultant's Experience on Similarly Sophisticated Projects" Form 1e, originally issued with advertisement, with Revised "Design-Builder's Design Consultant's Experience on Similarly Sophisticated Projects" Form, dated October 21, 2015, included with this Addendum as Attachment 2.4.

e. REPLACE: Replace original "Design-Builder's Technical Proposal Certification" Form 1p, originally issued with advertisement, with Revised "Design-Builder's Technical Proposal Certification" Form, dated October 21, 2015, included with this Addendum as Attachment 2.5.

B. CHANGES TO THE PROJECT MANUAL:

NOTE: Additions are shown in **bold and underline** text; deletions are shown in ~~*strikethrough and italics*~~.

1. **Modifications to the Design-Build Agreement:**

a. **REVISE:** Section 1.7 of the Design-Build Agreement, the definition of "Certified clean fill" shall be revised as follows:

1.7 "Certified Clean Fill" means fill that is ~~*used for remedial purposes which is*~~: 1) supported by analytical testing data and analysis demonstrating that the fill material does not contain constituents of concern in excess of NJDEP Soil Remediation Standards; or 2) supported by documentation in accordance with NJDEP Technical Requirements for Site Remediation (N.J.A.C. 7:26E~~*-6.4(b)2 and 3)*~~ **and the NJDEP Fill Material Guidance for SRP Sites, April 2015, Version 3.0**. This documentation shall be in the form of a written certification provided by the supplier of the fill stating: (a) that the fill is clean, virgin material from a commercial or non-commercial source, or is decontaminated recycled soil; (b) the name of the affiant and relationship to the source of the fill; the location where the fill was obtained, including the street, town, lot and block, county, and state, and a brief history of the site which is the source of the fill; and (c) a statement that to the best of the affiant's knowledge and belief the fill being provided is not contaminated pursuant to any applicable remediation standards and a description of the steps taken to confirm such.

b. **REVISE**: Section 3.4 of the Design-Build Agreement (currently listed as "Deliberately omitted") shall be revised as follows to establish the requirements and qualifications for the position of "CPM Scheduler") for the Project as follows:

3.4 ~~*Deliberately omitted*~~ **CPM Scheduler**. **The CPM Scheduler shall be the person designated by the Design-Builder as the preparer and maintainer of all Critical Path Method ("CPM") schedules for the Project, including the Initial Milestone Schedule, the Design Phase Schedule and the Construction Schedule for the Project (the "Project Schedule"). The CPM Scheduler shall, so long as his/her performance is acceptable to the Authority, be responsible for Schedule preparation and maintenance through Final Completion of the Project. The Authority reserves the right to require the immediate replacement of said Scheduler for any reason and at the sole discretion of the Authority.**

a. The CPM Scheduler shall be responsible to prepare the initial schedule submittals in consultation with the Design-Builder, and will be

responsible for preparing all subsequent updates, schedule revisions, schedule proposals, fragnets or other schedule-based submittals on behalf of, and in consultation with, the Design-Builder. The CPM Scheduler shall be responsible for meeting and consulting with the Design-Builder and the Authority and its CM in the event of any questions, comments or suggestions raised by the Authority or its CM regarding scheduling, or in the event of any disputes regarding any proposed or approved schedule for the Project, including the Initial Milestone Schedule, the Design Schedule and the Project Schedule.

b. **The CPM Scheduler shall have at least six years of experience in preparation, maintenance and updating of CPM Schedules on projects of similar size, scope and complexity. The CPM Scheduler shall also be experienced and familiar with the Primavera P6 Professional Project Management Scheduling software, version 6.2, or subsequent version, utilized by the Authority for the Project.**

c. **The CPM Scheduler must be employed by an entity that is DPMC prequalified in the discipline of CPM Scheduling (P030). If the Design-Builder is itself DPMC prequalified in the CPM Scheduling discipline (P030), then the CPM Scheduler may be an employee of the Design-Builder who has the requisite qualifications to fulfill the position of CPM Scheduler. If the Design-Builder is not DPMC prequalified in the CPM Scheduling (P030) discipline, the Design-Builder must engage an entity that has the requisite prequalification and can supply an employee meeting the requisite qualifications to fulfill the position of CPM Scheduler for the Project.**

c. **REVISE:** Subsections 2, and 3 within Section 5.12.1 ("Importation of Fill Materials") shall be revised as follows:

(2) Only "Certified Clean Fill" shall be imported to the Project Site for use in any remedial action. In the absence of the appropriate certification in accordance with NJDEP Technical Requirements for Site Remediation (N.J.A.C.7:26E **and the Fill Material Guidance for SRP Sites, April 2015, Version 3.0**~~6.4(b)2 and 3~~), Imported Fill to be used in a remedial action must be supported by analytical test results from a New Jersey-certified laboratory documenting that the fill has been tested and does not contain compound concentrations in excess of NJDEP Residential Direct Contact Soil Remediation Standards. The Design Builder shall provide to the CM, LSRP, and the Authority the analytical test results for all Imported Fill before such Imported Fill is brought onto the Site. The Design Builder shall be responsible for the costs of any testing to satisfy the requirements of this Section 5.12.1.2.

(3) Unless an alternative sampling program is approved by the Authority and deemed acceptable to the LSRP, all Imported Fill to be used for remedial actions shall be analyzed for ~~*Total*~~ **Extractable** Petroleum Hydrocarbons ("~~*TPHC*~~ **EPH**") Diesel Range Organics ("DRO"), Target Contaminant List ("TCL") volatile organic compounds ~~(*VOCS*)~~ **("VOCs")**, TCL semivolatile

organic compounds ("SVOCs"), TCL pesticides and herbicides, polychlorinated biphenyls ("PCBs"), Target analyte List ("TAL") metals, **hexavalent chromium** and cyanide. A library search for tentatively identified compounds ("TICs") shall be included with the VOC and SVOC analysis (e.g. VOC+15, SVOC+25). The Design-Builder shall submit laboratory test data for the proposed imported fill and/or topsoil at a frequency ~~*of one (1) representative composite sample per 500 cubic yards per each different source for the first 5,000 cubic yards and one representative composite sample for each additional 5,000 cubic yards*~~ **that complies with the Table 2: Sampling Frequency Guide for Clean Fill, as found in the NJDEP Fill Material Guidance for SRP Sites, April 2015, Version 3.0**.

d. **REVISE**: Section 6.8.1 of the Design-Build Agreement within Section 6.8 ("Documents and Records"), shall be revised as follows:

6.8.1 Maintenance and Retention of Contract Records. For all Work performed and Services rendered, the Design-Builder shall, in accordance with generally accepted accounting principles and practices, maintain weekly certified payroll, workers' compensation payroll, overhead, cost and accounting records, as well as all other records that the Design-Builder may customarily maintain in its business. Such records shall be maintained and made available for inspection by the Authority, any other State oversight or inspecting agency. Before Final Payment will be made to the Design-Builder, the Design-Builder must provide all such records to the Authority. **The Design-Builder is required to retain copies of all such records for a period of at least five (5) years.**

e. **REVISE**: Section 6.9 of the Design-Build Agreement ("Quality Assurance /Quality Control ("QA/QC"), shall be revised as follows to establish the requirements and qualifications for the position of Quality Assurance/Quality Control Coordinator ("QA/QC Coordinator") for the Project as follows:

6.9 Quality Assurance/Quality Control ("QA/QC"). The Design-Builder shall have full responsibility for quality assurance and quality control throughout all phases of construction of the Project. The Design-Builder shall prepare and submit to CM a detailed written Quality Assurance/Quality Control (QA/QC) Program. CM shall review the Design-Builder's QA/QC Program and recommend acceptance or rejection of the Program to the Authority within ten (10) Days of receipt of the Design-Builder's QA/QC Program. The Authority will either accept or reject the Design-Builder's QA/QC Program within five (5) Days of CM's recommendation to the Authority. If the Authority rejects the Design-Builder's QA/QC Program, the Design-Builder shall revise and resubmit the QA/QC Program to the Authority until it is accepted. Once the QA/QC Program is accepted, the Authority shall monitor the Design-Builder's compliance with the Program to ensure that the Services and Work are performed to meet or exceed the requirements of the accepted QA/QC Program. As part of the Design-Builder's QA/QC Program, the Design-Builder shall designate one (1) full-time employee whose sole responsibility will be to maintain and monitor

the Design-Builder's compliance with its QA/QC Program **(the "QA/QC Coordinator," who shall have the responsibilities and qualifications listed in section 6.9.1 below**. If the Design-Builder's Services and/or Work fail to meet the accepted QA/QC Program, the Authority will implement a course of action to address the Design-Builder's failure to comply with the QA/QC Program. The Authority's actions to verify the Design-Builder's compliance with the QA/QC Program shall not relieve the Design-Builder of its obligation to establish a QA/QC Program, comply with the QA/QC Program or meet the requirements of the Design-Build Contract Documents. The Design-Builder's failure to comply with the requirements of this Section 6.9 shall be deemed an Event of Default under this Agreement. Such Event of Default may trigger Default remedies as stated in Section 20.0.

6.9.1 The Design-Builder's Quality Assurance/Quality Control Coordinator/Inspector ("QA/QC Coordinator") is the person identified by the Design-Builder who shall be responsible for all construction quality issues, and shall perform coordination between the Design-Builder, subcontractors, and any independent testing labs, and shall have the authority to act for the Design-Builder in all construction quality control matters. The QA/QC Coordinator shall, so long as his/her performance is acceptable to the Authority, be responsible for QA/QC Coordination through Final Completion of the Project. The Authority reserves the right to require the immediate replacement of said Coordinator for any reason and at the sole discretion of the Authority.

6.9.2 The QA/QC Coordinator shall be present on the Project Site at all times whenever Work is being performed, to perform construction quality control duties. The QA/QC Coordinator shall only perform construction quality control duties for the Project and shall not perform Construction Work, or clerical/ administrative work unrelated to QA/QC Coordinator duties, or perform additional roles or functions on the Project (e.g., Superintendent, Safety Coordinator and Inspector, etc). The QA/QC Coordinator shall have the following qualifications:

a. Knowledge of current construction practices; and
b. Five years of experience as a Quality Control professional;
c. Additionally, A bachelor's degree in Construction Management, Construction Engineering or a related field is preferred but not mandatory.
d. Further, the candidate's credentialing as a Certified Manager of Quality/ Organizational Excellence by the American Society for Quality, or other related Quality Management certification (e.g., US Army Corps of Engineers/ Naval Facilities Engineering Command (NAVFAC) CQM–C certification, or similar), is preferred, but not mandatory.

f. **ADD**: In Section 6.10 of the Design-Build Agreement ("Protection of Persons and Property"), add the following Subsections 6.10.1.1 and 6.10.1.2 to Section 6.10.1 ("General") establishing the requirements for the position of Safety Coordinator and Inspector for the Project as follows:

6.10.1.1 **Safety Coordinator and Inspector. The Design-Builder shall employ or engage a qualified individual as Design-Builder's Safety Coordinator and Inspector for the Project. The Safety Coordinator and Inspector is the person identified by the Design-Builder who performs safety management duties required of the Design-Builder, and serves as the Authority's point of contact for all matters relating to project safety. The Safety Coordinator and Inspector shall, so long as his/her performance is acceptable to the Authority, be responsible for Safety Management duties through Final Completion of the Project. The Authority reserves the right to require the immediate replacement of said Safety Coordinator and Inspector for any reason and at the sole discretion of the Authority.**

6.10.1.2 **The Design-Builder's Safety Coordinator and Inspector enforces and implements the safety requirements of the Contract, including the Design-Builder's Safety Plan, and inspects the Work to ensure compliance with 1) OSHA regulations and guidelines; 2) the NJSDA Safety Manual; and 3) all applicable laws and regulations. The Safety Coordinator and Inspector shall be present on the Project Site whenever Work is being performed. The Safety Coordinator and Inspector shall only perform safety management duties for the Project and shall not perform Construction Work, or clerical/ administrative work unrelated to Safety Coordinator and Inspector duties, or perform additional roles or functions on the Project (e.g., Superintendent, Quality Assurance/Quality Control Coordinator, etc.) The Safety Coordinator and Inspector shall have the following qualifications:**

a. **Five years of experience working as a safety professional; and**
b. **Completion of 30-Hour OSHA Construction Outreach Training; and**
c. **Completion of 24-Hour HAZWOPER training; and**
d. **Certification as a Construction Health and Safety Technician.**
e. **Additionally, a bachelor's degree in Safety and Health Management or other related field is preferred, but not mandatory.**

g. **REVISE:** Section 15.2.1 of the Design-Build Agreement, within Section 15.2 ("Indemnification") shall be revised as follows:

15.2 Indemnification

15.2.1 To the fullest extent permitted by law, the Design-Builder shall indemnify, protect, defend and save harmless the State of New Jersey, the Authority, CM, and the Project School District, as well as their respective agents, servants, officers, directors and employees, from and against ~~*any loss, damage, injury, cost or expense including interest, attorney's fees and other expenses, and from and against any*~~ claim, demand, liability, lawsuit, judgment, action or other proceeding **including, but not limited to, all costs, fees and expenses, including, without limitation, attorney's fees and expenses, court costs, expert witness fees and expenses, any resulting settlement, judgment, award or other assessment of liability, interest and other expenses** arising ~~*from, in connection with,*~~ **out of** or ~~*as a result of*~~ **resulting from** any of the following:

(1) the negligent acts or omissions of the Design-Builder, its agents, servants, officers, employees, Subcontractors, Subconsultants or any other person acting at the Design-Builder's request, subject to its direction, or on its behalf, **regardless of whether caused in part by the negligent act or omission of a party indemnified hereunder, provided it is not caused by the sole negligence of a party indemnified hereunder**;

(2) the loss of life or property, **including the Work itself,** or injury or damage to the person, body or property **,including the Work itself,** of any person or persons whatsoever, that arises or results directly or indirectly from the negligent acts or omissions by the Design-Builder, its agents, servants, officers, employees, Subcontractors, Subconsultants or any other person acting at the Design-Builder's request, subject to its direction, or on its behalf **regardless of whether caused in part by the negligent act or omission of a party indemnified hereunder, provided it is not caused by the sole negligence of a party indemnified hereunder**;;

(3) ~~*any gross negligence, default, or breach, of the Design-Builder, its agents, servants, officers, employees, Subcontractors, Subconsultants or any other person acting at the Design-Builder's request, subject to its direction, or on its behalf;*~~ and

(4) violation of or non-compliance with Federal, State, local and municipal laws and regulations, ordinances, building codes (including without limitation the Americans with Disabilities Act) arising from the performance or non-performance of, or arising out of conditions created or caused to be created by the Design-Builder, its agents, servants, officers, employees, Subcontractors, Subconsultants or any other person acting at the Design-Builder's request, subject to its direction, or on its behalf, **regardless of whether caused in part by the negligent act or omission of a party indemnified hereunder, provided it is not caused by the sole negligence of a party indemnified hereunder**.

h. **REVISE:** Section 18.5.5 of the Design-Build Agreement, within Section 18.5 ("Monitoring and Enforcement of Workforce Affirmative Action Compliance and Procedures") shall be revised as follows:

18.5.5 The notice of violation shall advise the alleged violator that it shall submit, within seven business days, a written statement explaining why it is not in violation of this subchapter or the affirmative action plan or an explanation of how it will correct any such violation. The Authority shall review the written statement. If the Authority determines that the violator has not adequately explained why it is not in violation or determines that the violation is continuing to occur, then the Authority shall conduct an investigatory conference to determine whether there is a violation and/or if corrective measures must be taken. The conference may also be conducted to discuss and resolve issues before taking any action pursuant to Section **18.8** ~~18.9~~ (Sanctions) below, and/or N.J.A.C. 19:39-3.2. Such investigatory conference shall be conducted within 30 business days of the Design-Builder's submission of its written statement. The Authority may conduct interviews of relevant parties and may request from relevant parties the submission of additional information as is considered necessary to determine whether the alleged violation has occurred.

C. CHANGES TO THE PERFORMANCE SPECIFICATIONS:

1. Not applicable.

D. CHANGES TO THE DRAWINGS:

1. Not applicable.

E. BIDDER'S QUESTIONS, REQUESTS FOR INFORMATION AND RESPONSES:

1. Question: On previous NJSDA School projects, the identifying of individuals/consultants with the bid submission for QA/QC Coordinator, Safety Coordinator/Inspector and CPM Scheduler had been deleted, and deferred until after the award of the Design Build Contract. Please advise if this procedure will be followed on this project.

   Answer: Yes, the identification of individuals to perform the cited roles will be deferred until after contract award. See Items A.1.c and, B.1.b, B.1.e and B.1.f of this Addendum, for modifications to the RFP and the Design Build Agreement to implement this change in the procurement process.

F. CHANGES TO PREVIOUS ADDENDA:

1. Not applicable.

G. ATTACHMENTS:

1. Attachment 2.1: Revised "Design-Builder's Experience on Similarly Sophisticated Projects" Form, dated October 21, 2015
2. Attachment 2.2: Revised "Identification of Design-Builder's Required Key Team Members" Form, dated October 21, 2015
3. Attachment 2.3: Revised "Identification of Required Subcontractors" Form, dated October 21, 2015
4. Attachment 2.4: Revised "Design-Builder's Design Consultant's Experience on Similarly Sophisticated Projects" Form, dated October 21, 2015
5. Attachment 2.5: Revised "Design-Builder's Technical Proposal Certification" Form, dated October 21, 2015

H. SUPPLEMENTAL INFORMATION

1. Not Applicable.

Any bidder attempting to contact government officials (elected or appointed), including NJSDA Board members, NJSDA Staff, and Selection Committee members in an effort to influence the selection process may be immediately disqualified.

End of Addendum No. 2

11/2/15

NJSDA Date

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Addendum #2

New Jersey Schools Development Authority
Office of Procurement
32 East Front Street
Trenton, NJ 08625
Phone: 609-858-2984
Fax: 609-656-4609

Date: **November 2, 2015**

PROJECT #: **WT-0022-B01**
New Trenton Central High School
Trenton Public Schools

DESCRIPTION: **Addendum #2**

Addendum No. 2

Acknowledgement of Receipt of Addendum

Contractor hereby acknowledge the receipt of the Addendum by signing in the space provided below and returning via scanned copy (MATaylor@njsda.gov) or fax (609-656-4609). Signed acknowledgement must be received prior to the Bid Due Date. Acknowledgement of the Addendum must be made in Section E.5 of the Price Proposal Submission.

Signature	Print Name
Company Name	Date