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### Addendum No. 3

New Jersey Schools Development Authority  
32 East Front Street  
Trenton, NJ 08625  
Phone: 609-858-2981

**DATE:** September 6, 2019  
**PROJECT #:** ET-0098-C01  
**DESCRIPTION:** Port Monmouth Road Elementary School  
Addition and Renovation

This addendum shall be considered part of the Bid Documents issued in connection with the referenced project. Should information conflict with the Bid Documents, this Addendum shall supersede the relevant information in the Bid Documents.

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**A. CHANGES TO THE PROCUREMENT PROCESS:**

**1. Modifications to the Advertisement, Request for Proposals and Related Forms**

(not applicable)

**2. Modifications to the Bidding Documents**

(not applicable)

**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 General Conditions**

- a. ADD:** In Article 1.0, Definitions, add Paragraphs 1.18 and 1.55 as follows and adjust numbering accordingly:

**1.18 “Contract Documents Clarification” means a document issued by the Authority, either in response to an RFI or issued independently from the RFI process, which is intended to make**

some requirement of the Contract Documents clearly understood, through the use of drawings, sketches, diagrams or a narrative.

**1.55 “Request for information” or “RFI” means a written request from the Contractor to the Authority seeking an interpretation or a clarification of some aspect or requirement of the Contract Documents. The following do not constitute RFIs and shall not be submitted through the RFI process: Schedule updates, Submittals, Shop Drawings or other Deliverables; routine project communications such as letters, memos, Meeting Minutes, Daily Field Reports or Monthly Field Reports; Requests for Substitutions and “Or Equal” Submittals. The process for submission of and response to an RFI is detailed elsewhere in these General Conditions.**

- b. **ADD:** In Article 5.0, Time, Project Schedule and Progress, add Paragraph 5.8 as follows:

**5.8 Requests for Information**

**5.8.1 General. In the event the Contractor determines that some provision or requirement of the drawings, specifications or some other portion of the Contract Documents requires clarification or interpretation, the Contractor shall immediately submit a Request for Information (RFI) in writing to the Authority.**

**5.8.2 Submission by Contractor. Requests for Information can only be submitted by the Contractor, and shall be submitted on the Request for Information Form prescribed by the Authority. Requests for Information submitted by subcontractors, suppliers or parties other than the Contractor shall be rejected without review by the Authority.**

**5.8.3 Single-issue format. Each RFI shall be numbered sequentially and identified by subject. Each RFI shall be limited to a single subject; the Contractor shall not group multiple unrelated issues in a single RFI. If an RFI is submitted requesting information regarding multiple distinct issues, it will be rejected without review by the Authority and the Authority will direct the Contractor to resubmit the requests for clarification or interpretation as several separate, single-subject RFIs.**

**5.8.4 Identification of contract language at issue. The RFI shall include a detailed, legible description of the contract requirement, item or language needing clarification or interpretation. The RFI shall set forth the Contractor’s interpretation or understanding of the contract**

requirement, item or language, and the reasons why the Contractor has reached that understanding.

**5.8.5 Submission date and requested response date. Each RFI shall include the submission date, and shall identify the date by which a response is needed.**

**5.8.6 Optional proposed resolution. The Contractor may offer a suggested resolution of the issue, to be described in the RFI. If the Contractor's suggested resolution of the issue will have an impact on the Contract Time or the Contract Price, the Contractor shall state such impact(s) in the RFI.**

**5.8.7 Citations to Contract Documents. The RFI shall include: citations to the specific portion or section of the Contract Documents at issue (including citation to drawing number, detail references or specifications, as appropriate); and a description of any relevant field conditions or dimensions, as appropriate. The RFI shall attach sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe the items needing interpretation.**

**5.8.8 Proper characterization. Each RFI submitted will be reviewed by the Authority and/or the CM on a preliminary basis to determine whether it is properly characterized as an RFI within the definition of an RFI contained in this Agreement. If upon Authority or CM review it is determined that the submitted document does not properly constitute an RFI (e.g., the submitted document is not an RFI but is another type of submission (schedule submittal, request for substitution, shop drawing or product data submittal, etc.) or project communication (meeting minutes, project memo, transmittal or other document)), it will be returned to the Contractor without further review by the Authority, to permit the Contractor to submit the document in the proper format and in the proper manner for such type of submission or communication, in accordance with the terms of the contract.**

**5.8.9 Response timing. Responses to a properly-characterized RFI shall be issued by the Authority within ten (10) working days of the Authority's receipt of the RFI, unless the Authority determines that a longer period of time is necessary to provide an adequate response. If the nature of the RFI is such that a longer period of time is necessary for a response, the Authority shall, within ten (10) working days of receipt of the RFI, advise the**

**Contractor of the need for additional response time, and shall provide an anticipated response time.**

**5.8.10 Response including Contract Documents Clarification.**

**The Authority may issue a Clarification in response to an RFI seeking clarification of plans, sketches, specifications or some other aspect of the DBIP, or the Authority may proactively issue a Contract Documents clarification independently of any RFI submission when the Authority perceives a need to clarify or explain a requirement of the Contract Documents. A Contract Documents Clarification may be issued in the form of sketches, drawings or narrative responses.**

**5.8.11 No change to Contract Documents. The Authority's response to an RFI, including the issuance of a Contract Documents Clarification, will not change any requirement of the Contract Documents unless explicitly noted in the Authority's Contract Documents Clarification or other response to the RFI. In the event that the Contractor believes that a response to an RFI constitutes or will require a Change in the Work, the Contractor shall provide written notice to the Authority, in accordance with the provisions of section 8.3.1 of this Agreement, stating that the Contractor considers the RFI response to constitute or require a Change in the Work. Failure to provide such written notice, within the time period specified in Section 8.3.1, shall waive the Contractor's right to seek additional time or compensation under the "Changes to the Scope of Services and Work" Article of the General Conditions.**

- c. **ADD:** In Article 6.0, Prosecution and Progress of the Work, add Paragraph 6.26 as follows. See also Item B.3.a. below.

**6.26 Flooring Certifications and Testing. For all projects incorporating poured flooring, the Contractor shall:**

**6.26.1 Provide written certifications, on the form prescribed by the Authority (available on the Authority's website), or in another format satisfactory to the Authority, certifying that the products and materials comprising the poured flooring system, including any topcoats, catalysts and/or additives utilized in the installation process, do not**

**contain phenyl mercuric acetate (PMA) or other mercury compounds. Such certifications shall be required from:**

- .1 the manufacturer(s) of all floor system components;**
- .2 the Contractor;**
- .3 the floor installation subcontractor; and**
- .4 any other subcontractor, consultant or supplier providing labor or materials for the installation of the poured flooring system.**

**6.26.2 Assist in testing of any poured flooring system, in accordance with the following:**

- .1 The Contractor shall facilitate collection of liquid material samples as identified by the Authority's Construction Manager and/or its consultant, with testing of samples to be performed by the Construction Manager's engaged testing consultant.**
- .2 Facilitate collection of a minimum of one sample for each batch or pour of flooring material.**

**6.26.3 If the results of the testing show that any portion of the installed flooring system tests positive for the presence of mercury, the Contractor shall be required to remove all of the mercury-containing floor system and any substrate materials that have been contaminated with mercury, and shall be responsible for the replacement of the contaminated flooring with a mercury-free flooring system, all at the Contractor's own cost and expense. The Contractor shall be responsible for all costs and schedule impacts associated with such flooring removal and replacement, without compensation or time extension from the Authority.**

**d. ADD:** In Article 13.0, Payment and Contract Completion, add the following subsection (h) to Section 13.9.4, and modify subsections (f) and (g) as follows.

13.9.4 Prior to issuance of the Final Payment, the Contractor shall submit to the Construction Manager and the Authority the following documents and information:

- (a) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Authority may in any way be responsible, have been paid or otherwise satisfied;
- (b) consent of Surety to final payment in the form of AIA Form G707;

- (c) other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens arising out of the Contract, to the extent and in such form as may be designated by the Authority;
- (d) written certification that the Work is complete in all respects, and that the Work complies in all respects with the requirements of the Contract Documents;
- (e) written certification that all equipment and systems have been installed in accordance with the Contract Documents and have been started and tested in accordance with the Contract Documents, the Code, and manufacturers' and/or suppliers' requirements;
- (f) completed Form 710 "Construction Contract Final Completion Checklist," found on the NJSDA webpage; ~~and~~
- (g) in compliance with the Prevailing Wage Act, written statements from the Contractor and all Subcontractors, certifying to the amounts then due and owing from the Contractor and Subcontractors to any and all workers for wages due. The statements shall contain the names of the persons whose wages are unpaid and the amount due to each respectively. The statements shall be verified by the oath of the Contractor or Subcontractor, as the case may be, that said party has read such statement subscribed by it; that said party knows the contents thereof; and that the statements are true of the party's own knowledge. If any Subcontractor refuses to furnish a release or waiver required by the Authority, the Contractor may furnish a bond satisfactory to the Authority to indemnify the Authority, the State and the Project School District against any loss. If any lien or claim remains unsatisfied after all payments are made, the Contractor shall refund to the Authority all monies that the latter may be compelled to pay in discharging such lien or claim, including all costs and reasonable attorney's fees. The Authority may withhold from the final payment any sum that the Authority has reason to believe may be needed to satisfy any lien, claim or threat of lien arising from the Work; **and**

**(h) As-Built Documents and certification of accuracy of such documents as required in Section 6.11.3 herein.**

**2. Modifications to the General Requirements**

(not applicable)

### 3. Modifications to the Specifications

- a. **ADD:** In Section 064116, Plastic-Laminate-Faced Architectural Cabinets, add Paragraph 2.1 as follows and renumber subsequent items accordingly:

#### **2.1. MANUFACTURERS**

##### **A. Basis of Design: Hamilton Sorter Co., Inc. or approved equal.**

- b. **DELETE:** In Section 064116, Plastic-Laminate-Faced Architectural Cabinets, delete Paragraph 2.5.C.2. in its entirety.
- c. **ADD:** In Section 096450, Resilient Athletic Flooring, issued as Attachment 1.04 in Addendum No. 1, add Paragraph 1.2.A. as follows and renumber subsequent items accordingly:

##### **A. Flooring Certifications and Testing**

##### **1. Comply with flooring certification and testing requirements specified in Paragraph 6.26 of the General Conditions.**

#### **C. CHANGES TO THE EDUCATIONAL SPECIFICATIONS:**

(not applicable)

#### **D. CHANGES TO THE DRAWINGS:**

1. **REPLACE:** Replace the following Drawings with revised Drawings of the same numbers and names, included herewith as attachments indicated:

3.01	A8.02	Proposed Partial Furniture Plan
3.02	A9.01	Interior Elevations
3.03	A9.05	Millwork Elevations and Details

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

1. **Question:** Typical Area A/C Pre-K Rms on A8.03 have item "CWK13" noted as custom millwork. The elevations for these Rooms, 1,2/ A9.01 do not show this casework item. Please provide scope and details for CWK13 in these rooms.

**Response:** See revised Drawings A9.01 and A9.05, included herewith as Attachments 3.02 and 3.03.

2. Question: Pre-K Rms 145 & 152, do not show item "CWK13" on the plan sheet A8.02. Please confirm if these units are required for these (2) rooms.
- Response: These units are required for rooms 145 and 152. Drawing A8.02 has been revised and is included herewith as Attachment 3.01.
3. Question: With regards to the Reception area units@ Rms 100 & 135A, shown on 1-10/A9.04. On all elevations, they note "by Hamilton Sorter modular casework or approved equal"? The only section referencing Hamilton Sorter is in 125110 which is for the mail units. Please advise which section these rooms fall under.
- Response: See revision to Section 064116, Plastic-Laminate-Faced Architectural Cabinets, in Item B.3.a. above.
4. Question: Rm 135 on A8.06 notes item "CWK13", which is not detailed on any elevations. Please provide details.
- Response: See revised Drawings A9.01 and A9.05, included herewith as Attachments 3.02 and 3.03.
5. Question: In Rm. 109, "CWK13" is referenced but is not detailed. Please provide details.
- Response: See revised Drawings A9.01 and A9.05, included herewith as Attachments 3.02 and 3.03.
6. Question: In section 064116, para 2.4.C Pulls, they reference two distinctly different pulls. The 12" stainless steel bar pull is very expensive. Please advise where this pull is required.
- Response: The 12" pulls are not required. See revision to Section 064116, Plastic-Laminate-Faced Architectural Cabinets, in Item B.3.b. above
7. Question: Reference Section 064116, with regards to cabinet locks that are noted as dead bolt type locks. Please provide the location where locks are required. The only place locks are referenced is elevation 11/A9.04 (4 locks). Please advise if other locations are required.
- Response: Locks are only required where indicated on Drawing A9.04. No other locations are required.
8. Question: The Testing Laboratory Services Specification Section 01410 - 1.1 A. states "The Authority shall employ and pay for the services of an Independent Testing Laboratory to perform specified testing and laboratory services". The Earthwork Specification Section 312000 - 1.1 C. states "at the Contractor's expense, employ testing laboratory to perform soil testing and inspection service for quality control during earthwork



operations." Please confirm that the soil testing and inspection service will be employed and paid for by the Authority and not the Contractor.

Response: Confirmed. See Article 6.12 of the General Conditions. The services provided under Section 312000-1.1 C are in support of NJ Uniform Construction Code Special Inspections.

9. Question: The Summary of Work Specification Section 01010 -1.4 B.2 states "The Impacted and Unsuitable Material Allowance is provided for replacement or other remedial actions associated with existing soils, fill that are determined to be unsuitable for the Work by the Engineer and otherwise subject to over-excavation beyond the extents indicated in the contract documents; Allowance may also be utilized for the importation and placement of certified clean fill materials to restore grades". The Earthwork Specification Section 312000 - 1.1 J.18.a states "When excavation has reached required subgrade elevations notify the Design Consultant who will inspect conditions. If unsuitable bearing materials are encountered at the required subgrade elevations, carry excavations deeper and replace excavated material as directed by the Design Consultant. Removal of unsuitable material and its replacement as directed will be part of the base contract. No extra will be paid for any additional excavation." Please confirm that all over-excavation beyond the required subgrade elevations shown on the Plans will be paid for under the Impacted and Unsuitable Material Allowance. If not, please provide the cubic yard quantity of over-excavation which should be included in the Base Bid.

Response: Confirmed. All over-excavation beyond the required subgrade elevations shown on the Plans will be paid for under the Impacted and Unsuitable Material Allowance.

10. Question: The Addendum No. 1 RFI Response 6 states that the Geotechnical Report will not be made available until after the Bid due date. The Earthwork and Excavation Specification Section 312001 - 3.4 Dewatering and the Dewatering Specification Section 312319 both specify dewatering criteria but do not indicate the elevation of groundwater on-site. Please confirm the elevation of on-site groundwater or provide the relevant sections of the Geotechnical Report as it relates to on-site groundwater.

Response: Please see the Supplemental Geotechnical Investigation Report, revised February 20, 2019, included herewith as Attachment 3.04 for relevant groundwater information.

11. Question: The Lead Based Paint Plan Dwg. SP.12 shows the on-site interior and exterior locations of lead-based paint with the note "See Specification Section 020030". These interior and exterior locations are shown to be demolished on the Demolition Site Plan Dwg. SP.11. Specification Section 020030 -1.1 B states "Wherever lead components are removed, a TCLP sample(s) shall be conducted. If the TCLP test indicate levels of

hazardous materials, waste manifest will be submitted". Please confirm that the Toxicity Characteristic Leaching Procedure test will be conducted and paid by the Authority and that any subsequent hazardous waste disposal will be paid under the Hazardous Materials Allowance.

Response: Not confirmed. Refer to Article 6.12 and Article 20 of the General Conditions for all responsibilities for testing and disposal of materials from the Project site.

**F. CHANGES TO PREVIOUS ADDENDA:**

(not applicable)

**G. ATTACHMENTS**

Attachment 3.01	A8.02	Proposed Partial Furniture Plan
Attachment 3.02	A9.01	Interior Elevations
Attachment 3.03	A9.05	Millwork Elevations and Details
Attachment 3.04		Supplemental Geotechnical Investigation Report, revised February 20, 2019

**H. SUPPLEMENTAL INFORMATION**

1. Not applicable.

*Any bidder attempting to contact government officials (elected or appointed), including NJSDA Board members, NJSDA Staff (except for Procurement), Selection Committee members, NJSDA Consultants, and School District officials for information relating to this project or in an effort to influence the selection process may be immediately disqualified.*

**End of Addendum No. 3**



NJSDA  
Program Director

9/6/19  
Date

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**Addendum No. 3**

New Jersey School Development Authority  
32 East Front Street  
Trenton, NJ 08625  
Phone: 609-858-2981

**DATE:** September 6, 2019

**PROJECT #:** ET-0098-C01

**DESCRIPTION:** Port Monmouth Road Elementary School Addition and Renovation

**Addendum No. 3**

**Acknowledgement of Receipt of Addendum**

Contractor must acknowledge the receipt of the Addendum by signing in the space provided below and returning via email to Alison G. Perry at [aperry@njsda.gov](mailto:aperry@njsda.gov). Signed acknowledgement must be received prior to the Bid Due Date. Acknowledgement of the Addendum must be made in Section E.5 for Design-Bid-Build Projects of the Price Proposal Submission.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date