



Addendum #1

NJSDA
1 W. State Street
PO Box 991
Trenton, New Jersey 08625-0991
Phone 609-943-5955
FAX 609-656-4642

DATE: December 10, 2012

PROJECT #: EP-0068-C01

DESCRIPTION: Ridge Street Elementary School Boiler Replacement

This Addendum shall be considered a part of the Bid Documents issued in connection with the referenced project. Should information conflict with the Bid Documents, this Addendum shall supercede the relevant information in the bid documents.

1) Revisions to the Project Manual

- A. NOTE: The existing references to a Predesign Phase and the preparation of an Emergent Conditions Report shall be deleted. The following revisions reflect that change.
1. General Conditions, Section 4.11 “Investigation and Predesign Services to be Performed by Contractor and Contractor’s Design Consultant” shall be renamed as Section 4.11 “**Preliminary Design Phase Services and Final Design Phase Services to be Performed by Contractor and Contractor’s Design Consultant.**”
 2. General Conditions, Section 4.11.1 “Predesign Services” shall be deleted in its entirety, and replaced with the following text: **This section intentionally omitted.**
 3. General Conditions, Section 4.11.2 “Preliminary Design Phase” shall be further revised as follows (additions in **bold and underlined** text; deletions in *strikethrough and italics*):

~~*Upon receipt of the Authority’s acceptance of the Predesign Services, including the Final Emergent Conditions Report, and the Authority’s written Notice to*~~

~~Proceed authorizing the Contractor to proceed with the Preliminary Design Phase, the **The** Contractor and its Design Consultant shall ~~commence~~ **perform** Preliminary Design Phase Services, as follows.~~

4. General Conditions, Section 4.11.3(b) shall be deleted in its entirety as follows (additions in **bold and underlined** text; deletions in *strikethrough and italics*):

~~(b) Develop and confirm a strategy for addressing the need(s) identified in the Emergent Conditions Report, including a specific plan with respect to the Design Phase and Construction Phase Services and Deliverables.~~

- B. NOTE: In addition to the deletion of references to the completion of a Final Emergent Conditions Report, the Authority will be securing Preliminary Eligible Cost (“PEC”) approval and Final Eligible Cost (“FEC”) Approval from the Department of Education prior to issuance of the Notice to Proceed for this procurement, thus necessitating the deletion of additional language from the Agreement. The following revisions reflect those changes.

1. General Conditions, Section 4.11.5 shall be further revised as follows (additions in **bold and underlined** text; deletions in *strikethrough and italics*):

~~Based on the recommendations made in the Final Emergent Conditions Report and the determinations reached at the meetings described in Section 4.11.3, above, and any additional or subsequent comments from the Authority or the Project School District, the **The** Contractor and/or its Design Consultant shall prepare the following Draft Preliminary Design Documents, which shall be submitted to the Authority as three (3) hard copies and an electronic copy in native electronic format acceptable to the Authority:~~

1. A narrative description of the proposed scope of work to remediate the emergent conditions at issue;
 2. Sketches or annotated floor plans and other diagrams, to the extent that such are needed to adequately describe the scope of the work;
 3. ~~A completed NJDOE Project Application Form, including Cost Estimate;~~
 4. ~~An updated Schedule; and~~
 5. ~~A Construction Cost Estimate (CCE), based on the Preliminary Design Documents.~~
2. General Conditions, Section 4.11.7 shall be deleted in its entirety as follows (additions in **bold and underlined** text; deletions in *strikethrough and italics*):

~~4.11.7 Once the Draft Preliminary Design Documents are accepted by the Authority, the Contractor and its Design Consultant shall submit the Preliminary~~

~~Plans and related Project documents required by N.J.A.C. 6A:26-5.3 (the “Final Preliminary Design Documents”) to DOE for review and approval. In the event that the Final Preliminary Design Documents are rejected by the DOE in whole or in part, the Design Consultant shall revise and resubmit any such Preliminary Design Documents until they are accepted by DOE and DOE has issued Preliminary Educational Approval (“PEA”) and Preliminary Eligible Cost (“PEC”) approval.~~

3. General Conditions, Section 4.11.8 “Construction Documents Phase” shall be revised as follows (additions in **bold and underlined** text; deletions in *strikethrough and italics*):

Upon receipt of ~~NJDOE’s~~ and the Authority’s acceptance of the Preliminary Design Documents, and the Authority’s written Notice to Proceed permitting the Contractor and its Design Consultant to proceed with the Construction Documents Phase, the Contractor and its Design Consultant shall commence Construction Documents Phase Services.

4. General Conditions, Section 4.11.10 shall be revised as follows (additions in **bold and underlined** text; deletions in *strikethrough and italics*):

The Deliverables for the Construction Documents Phase shall consist of preparation of the following Construction Documents, which shall be submitted to the Authority as three (3) hard copies and an electronic copy in native electronic format acceptable to the Authority:

- (a) Drawings sufficient to document and describe the design of the proposed scope of work to remediate the emergent condition(s) at issue;
- (b) Specifications sufficient to adequately describe the scope of the work;
- (c) Where necessary, the **Design Consultant shall incorporate all aspects of the DCA-released abatement plans and specifications into the** construction documents. ~~The Design Consultant shall submit to the Authority a cost estimate for demolition and any related hazardous materials abatement required on the Site. These cost estimates should provide a detailed breakdown of the estimated demolition cost for each individual building within the proposed school project site.~~
- (d) ~~An updated Schedule;~~
- (e) ~~An updated CCE, based on the Construction Documents and reconciled with the prior Approved CCE. The Contractor and its~~

~~Design Consultant may not proceed to the Bidding and Award Phase until the CCE for the Construction Documents Phase is reconciled with the prior Approved CCE, or is otherwise approved by the Authority. Unless otherwise indicated by the Authority, the Design Consultant shall engage in Value Management and Engineering review at the completion of the Construction Documents Phase if the CCE does not reconcile with the prior Approved CCE; and~~

- (f) Any other documentation needed for ~~successful bidding and construction~~ approval of the Projects by DCA.

5. **General Conditions, Section 4.11.17 shall be deleted in its entirety as follows (additions in bold and underlined text; deletions in *strikethrough and italics*):**

~~4.11.17 — The Contractor and its Design Consultant cannot complete the Construction Documents phase unless and until final approval of the educational adequacy of the Project, and issuance of the Final Eligible Costs determination (FEC) pursuant to N.J.A.C. 6A:26-3.5 is received from DOE, and the Authority has accepted the FEC determination. In the event that final approval of the Project's Educational Adequacy is not issued by DOE, the Contractor shall require its Design Consultant to revise and resubmit the detailed plans and specifications until they are accepted by DOE. In the event of such resubmission, the Contractor and its Design Consultant shall make all reasonable efforts to eliminate any schedule impact caused by the need to make such revisions, and the Contractor shall not receive any additional compensation or time extension in connection with revisions prompted by a DOE rejection or failure to approve final educational adequacy or final eligible costs of the Project.~~

- C. NOTE: Section 9.2.18 shall be amended as follows (additions in bold and underlined text; deletions in *strikethrough and italics*):

1. General Conditions, Section Section 9.2.18 of the General Conditions shall be amended as follows:

9.2.18 Supplemental Insurance Requirements of Contractor and Subcontractors. As provided in Section 9.2.2, notwithstanding enrollment in the OCIP, the Contractor and its subcontractors of every tier providing direct labor on the Project must, upon enrollment in the OCIP, attach to the required enrollment forms, certificates of valid insurance evidencing current coverage for the On-site and Off-site exposures enumerated below, which are not provided by the OCIP. Insurance binders are not acceptable as proof of insurance coverage. Such coverage must be purchased and maintained from insurance companies authorized to transact the business of insurance in the State of New Jersey and are rated "A-XII" or better by A.M. Best Company. The insurance certificates and policies must provide for thirty (30) Days written notice

to the RMU prior to cancellation of coverage for any reason except non pay. For purposes of this Section 9.2.18, "Off-Site" shall include, but not necessarily be limited to, the Contractor's regularly established workplace, plant, factory, office, shop, warehouse, yard, or other property, even if such operations are for training of apprentices or for fabrication of materials to be used at the Project Site. The following are the insurance requirements, and related insurance provisions of this Contract.

9.2.18.1 Professional Liability Insurance. Professional Liability Insurance (Errors & Omissions), with all coverage retroactive to the Effective Date of this Agreement, covering any claims arising from wrongful or negligent errors, acts, or omissions in the performance of professional services pursuant to this Agreement, in an amount not less than \$1,000,000 per claim and \$1,000,000 in the annual aggregate. Contractor warrants that continuous coverage will be maintained or an extended discovery period will be exercised for a period of five (5) years after the date of Final Payment by the Authority or if coverage is not commercially available for such period of time, then for such shorter period of time as such insurance is commercially available. Contractor warrants that coverage shall not be circumscribed by any endorsements excluding coverage arising out of pollution conditions, asbestos related claims, testing, monitoring, measuring operations or laboratory analysis in connection with the Services performed pursuant to the Agreement. Contractor shall require its Subconsultants to maintain similar Professional Liability Insurance in an amount not less than \$1,000,000 per claim and \$1,000,000 in the aggregate for all operations conducted.

9.2.18.2 Off-Site/On-Site Asbestos, Lead, and Hazardous Material Abatement, Transportation and/or Disposal: Where applicable to the Project, Contractors Pollution Liability with minimum limits of \$5,000,000 per occurrence and \$5,000,000 aggregate for all operations conducted.

9.2.18.13 Off-Site/On-Site Business Automobile Liability: Business Automobile Liability Insurance covering owned, non-owned, and hired vehicles. The limits of liability shall not be less than \$1,000,000 combined single limit each accident. The policy shall name the Authority. Pollution Liability coverage at least as broad as that provided under ISO Pollution Liability-Broadened Coverage for covered autos endorsement, CA9948.

9.2.18.24 Off-Site Workers' Compensation and Employer's Liability: Workers' Compensation Insurance in accordance with the laws of the State of New Jersey and any other state or federal jurisdiction as is required to protect the employees of the Contractor or any subcontractor to be engaged in the performance of work at an Off-Site location. This policy shall include Employer's Liability protection with a limit of liability of not less than the following:

- (a) Bodily Injury by Accident: \$500,000 each accident
- (b) Bodily Injury by Disease: \$500,000 each employee

(c) Bodily Injury by Disease: \$500,000 policy limit

9.2.18.35 Off-Site Commercial General Liability: Commercial General Liability insurance, written as broad as the standard coverage form currently in use in the State of New Jersey, and not be circumscribed by any endorsements limiting the breadth of coverage. The policy shall include coverage for contractual liability, products completed operations and any explosion, collapse and underground (X,C,U) operations. Limits of liability shall not be less than \$1,000,000 Bodily Injury and Property Damage combined single limit for each occurrence, with excess or umbrella coverage with the same terms and conditions as the underlying coverage in an amount such that the primary and excess/umbrella coverage equals \$1,000,000. The policy shall either be endorsed to exclude the School Facilities Project, or, if the policy includes the School Facilities Project, such coverage must be endorsed as Excess and/or Difference in Conditions (“DIC”) of the OCIP coverage, and the cost thereof shall in no way be charged to or paid by the Authority.

9.2.18.46 Off-Site/On-Site Contractors Equipment. The Contractor shall purchase and maintain Contractor’s property insurance covering construction machinery, whether or not the capital value of which has been included in the Contract, equipment, and tools used by the Contractor in the performance of Work. Such coverage shall be written on a policy form at least equivalent to that provided by a “Contractor’s Equipment Floater,” as such is customarily defined within the insurance industry. The Contractor shall notify all tiers of subcontractors of their obligation to insure any machinery, equipment and tools used by the subcontractors in the performance of Work

9.2.18.57 Right to Remedy. If the Contractor fails to provide insurance as required in this Section 9.2.18, the Authority shall have the right, but not the obligation, to purchase such insurance. In such event, the Contract Price shall be reduced by the amount paid for such insurance.

9.2.18.68 No Recourse. There shall be no recourse against the Authority or the State for payment of premiums or other amounts with respect to the insurance required by this Section 9.2.18.

9.2.18.79 Disclaimer. The Contractor and each subcontractor has responsibility to make sure that their respective insurance programs fit their particular needs, and it is their responsibility to arrange for and secure any insurance coverage, at their own expense, that they deem advisable, whether or not specified herein.

ATTACHMENT 1

2) Revisions to the Prevailing Wage Section

- A. NOTE: Pages 41 and 42 of Prevailing Wages – Statewide were inadvertently excluded from the bid package and are provided below.

TERRITORY
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

HEAVY & GENERAL LABORERS- NEW TRANS HUDSON TUNNELS Rates Expiration Date : 08/31/2013

****THESE RATES APPLY TO CONSTRUCTION ON NEW TRANS HUDSON TUNNELS ONLY****

{For apprentice rates refer to "Laborer - Heavy & General" apprentice rates in any county rate package}

The regular workday consists of 8 hours, starting at 7:00 AM or 8:00 AM.

SHIFT DIFFERENTIALS:

- Shifts must start at 3:00 PM, 4:00 PM, 12:00 AM, or 1:00 AM, to be considered shift work, except when the project owner mandates special hours of work in the job specifications, in which case those hours may be considered shift work.
- When such hours are mandated by the project owner, a shift that begins before midnight on Friday and ends on Saturday morning, or that begins at or after 8:00 PM on Sunday and ends on Monday morning may be paid at the shift differential rate.
- Shifts shall receive an additional \$2.50 per hour.

OVERTIME:

- Hours in excess of 8 per day, Monday through Friday, or outside of the regular workday that are not shift work, and all hours on Saturdays, shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with Friday used as a make-up day for a day lost to inclement weather. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday.

Hazardous Waste Work:

- where Level A, B, or C protection is required: + \$3.00/hr
- other Hazardous Waste site: + \$1.00/hr

Effective Date:	09/01/2012			03/01/2013	09/01/2013
	Rate	Fringe	Total	Total	Total
	53.93	22.88	76.81	78.53	79.28

Walking Boss & Superintendent

Effective Date:	09/01/2012			03/01/2013	09/01/2013
	Rate	Fringe	Total	Total	Total
	53.48	22.88	76.36	78.08	78.83

Heading Foreman, Shaft Foreman, Rod Foreman, Electrical Foreman, Rigging Foreman

Effective Date:	09/01/2012			03/01/2013	09/01/2013
	Rate	Fringe	Total	Total	Total
	52.73	22.88	75.61	77.33	78.08

Iron Foreman, Caulking Foreman, Form Foreman, Cement Finishing Foreman, Concrete Foreman, Track Foreman, Clean-up Foreman, Grout Foreman

TERRITORY
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

HEAVY & GENERAL LABORERS- NEW TRANS HUDSON TUNNELS Rates Expiration Date : 08/31/2013

Effective Date:	09/01/2012			03/01/2013	09/01/2013
	Rate	Fringe	Total	Total	Total
	56.48	22.88	79.36	81.08	81.83

Blaster

Effective Date:	09/01/2012			03/01/2013	09/01/2013
	Rate	Fringe	Total	Total	Total
	51.90	22.88	74.78	76.51	77.26

Top Labor Foreman

Effective Date:	09/01/2012			03/01/2013	09/01/2013
	Rate	Fringe	Total	Total	Total
	51.38	22.88	74.26	75.98	76.73

Skilled Men (including Caulker, Powder Carrier, all other skilled men)

Skilled Men (including Miner, Drill Runner, Iron Man, Conveyor Man, Maintenance Man, Safety Miner, Rigger, Block Layer, Cement Finisher, Rod Man)

Effective Date:	09/01/2012			03/01/2013	09/01/2013
	Rate	Fringe	Total	Total	Total
	51.15	22.88	74.03	75.76	76.51

Semi-Skilled Men (including Bell or Signal Man top or bottom, Form Worker & Mover, Concrete Worker, Shaft Man, Tunnel Laborer, Caulker's Helper, all other semi-skilled)

Semi-Skilled Men (including Miner's Helper, Chuck Tender, Track Man, Nipper, Brake Man, Derail Man, Cable Man, Hose Man, Gravel Man, Form Man)

Effective Date:	09/01/2012			03/01/2013	09/01/2013
	Rate	Fringe	Total	Total	Total
	50.40	22.88	73.28	75.01	75.76

All others (including Powder Watchman, Change House Attendant, Top Laborer, Job Steward)

ATTACHMENT 2

3) Revisions to Appendix A – Supplementary Conditions

- A. NOTE: Page 1 of Appendix A – Supplementary Conditions - was inadvertently excluded from the bid package and is provided below.

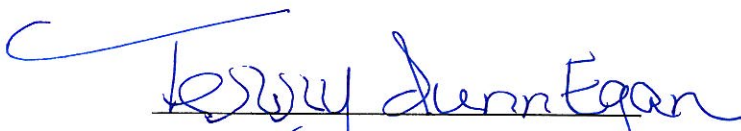
APPENDIX A

SUPPLEMENTARY CONDITIONS

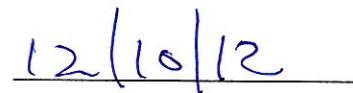
- A.1 Project School District: Newark Public Schools
- A.2 Project Description: Ridge Street Elementary School Boiler Replacement
NJSDA Contract No. EP-0068-C01
- A.3 Section 4.5.2 and 4.5.3 of the General Conditions shall be modified to read as follows (insertions in **bold and underline** text, deletions in *strikethrough and italics*):
- 4.5.2 **Preconstruction Conference.** The Contractor is required to attend and participate in a Pre-Construction Conference with the Authority, its Project Manager, the Engineer and representatives of major Subcontractors. The anticipated agenda for the Pre-Construction Conference shall include, but not be limited to, a review of the Contract Documents, a discussion of Subcontractors, key personnel, the Project Schedule and the Contractor's **Abatement Plan and Safety Plan**, and procedures for processing **design documents**, field decisions, submittals, substitutions, invoices and change orders. **The Contractor shall refer to the Abatement Specification Section of this Contract for the agenda for the Preconstruction Conference for the abatement phase of work.** The Authority shall schedule the Preconstruction Conference within five (5) days of the Construction Notice to Proceed. The Contractor shall submit its Safety Plan at, or in advance of, the Preconstruction Conference.
- 4.5.3 **Construction Meetings.** The Contractor is required to attend weekly construction meetings throughout the progress of the Work. The anticipated agenda for the weekly construction meetings shall include, but not be limited to, a review of the Contractor's progress and daily manpower, field observations and problems, review of Submittals, Project Schedules and delivery Schedules, proposed Changes and Change Orders, and other issues relating to the Work. The Authority's Project Manager shall be responsible for scheduling and administering the weekly construction meetings, providing advance notice of the meetings and distributing meeting minutes. **The Contractor shall refer to the Abatement Specification Section of this Contract for the agenda for the Progress Meetings for the abatement phase of work.**
- A.4 Section 5.2.1B and 5.2.1.C of the General Conditions shall be modified to read as follows (insertions in **bold and underline** text, deletions in *strikethrough and italics*):
- B. Substantial Completion: To be achieved ~~within _____ calendar days from date of Construction Notice to Proceed~~ **no later than October 15, 2013.**

End of Addendum No. #1

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.



Terry dunn Egan, Program Officer



Date



<Addendum #1>

NJSDA
1 W. State Street
PO Box 991
Trenton, New Jersey 08625-0991
Phone 609-943-5955
FAX 609-656-4642

DATE: December 10, 2012
PROJECT #: EP-0068-C01
DESCRIPTION: Ridge Street Elementary School Boiler Replacement

Addendum #1

Acknowledgement of Receipt of Addendum

Contractor must acknowledge the receipt of the Addendum by signing in the space provided below and returning via fax to (609) 656-4642. Signed acknowledgement must be received prior to the Bid Due Date. **Acknowledgement of the Addendum must be made in Section E.6 of the Price Proposal Submission.**

Signature

Print Name