



**<Addendum #5>**

New Jersey Schools Development Authority  
1 West State Street  
Trenton, NJ 08625  
Phone: 609-341-5980  
**Fax: 609-656-4608**

**Date: July 27, 2012**

**PROJECT #: ET-0056-B01**

**DESCRIPTION: New A. Chester Redshaw Elementary School**

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. REQUESTS FOR INFORMATION AND NJSDA RESPONSES**

**5.1 Question:** Please be advised that the manufacturer specified for the block type 8 and 8A on drawing A5.3-detail F2 no longer supplies a blue colored block. Please advise.

**Answer:** Section B2010.00, Products, Paragraphs A.k. and A.l. indicate that CMU Types 8 and 8A are custom colors. Custom blue colors are available.

**NOTE:** As indicated in the Design-Build Information Package, the Basis of Design emphasizes each of the entrance elements in the courtyard with a dominant and identifiable color (red, yellow, green, blue and orange). Each of these colors includes the color of the window frames, doors and door frames, matching colored CMU surround, and miscellaneous decorative metal. The exact color selections, configurations, details and coordination with manufacturers are the responsibility of the Design-Builder and subject to review by the Authority.

## **B. CHANGES TO THE PROJECT MANUAL**

### **Design-Build Agreement Revisions and Modifications**

**5.2** Section 1.26 shall be revised as follows (additions in **bold and underlined text**; deletions in *strikethrough and italics*):

1.26 “Design-Build Information Package” means all documents setting forth the requirements and criteria for the design and construction of the Project and include, but are not limited to, the Procedural Specifications, Prescriptive Specifications, Performance Specifications, and drawings prepared by the Authority for the Project, **the Educational Specifications**, the Authority’s Materials and Systems Standards, environmental and site conditions information, and any other technical information included within the Request for Qualifications, Request for Proposals and any Addenda thereto.

**5.3** Section 8.2 shall be revised as follows (additions in **bold and underlined text**; deletions in *strikethrough and italics*). Insert the following new section 8.2.4:

8.2.4 **All requests for adjustment to the Contract Time and/or Contract Price, and all Change Orders resulting in adjustment to the Contract Time and/or Contract Price, shall contain a written representation by the Design Builder that the requested adjustments include all known and anticipated delay impacts or costs, and that the Design Builder, in executing the Change Order, waives any and all claims for other or additional compensation relating to the Change in the Work and Services, whether such claims constitute direct damages, or noncompensable indirect or consequential damages that are otherwise precluded pursuant to Section 8.6 herein.**

**5.4** Section 8.3.4 shall be deleted in its entirety, as follows (additions in **bold and underlined text**; deletions in *strikethrough and italics*):

8.3.4 *All requests for adjustment to the Contract Time or Contract Price shall contain a written representation by the Design Builder that the requested adjustments include all known and anticipated delay impacts or costs, including all direct, indirect and consequential damages which may be incurred as a result of the Change in the Services and/or Work.*

**5.5** Section 15.2.4 shall be revised as follows (additions in **bold and underlined text**; deletions in *strikethrough and italics*):

15.2.4 *The provisions of this Section 15 shall survive the expiration or termination of this Agreement.* **In any legal action by the Authority against the Design-Builder to enforce indemnity or other rights or to pursue any remedy under this Agreement that arises out of, or is related to, the design of the Project, any Subconsultant or**

**Subcontractor to the Design-Builder (including any design professional) whose services may be the subject of the action, shall be joined or impleaded into the litigation by the Design-Builder through the filing of all appropriate legal pleadings.**

**15.2.5 The Design-Builder shall include in all subcontracts a provision stating that for any claim or dispute arising under or related to the subcontract that affects the rights or remedies of the Authority under this Agreement, including the Authority's indemnification rights under Article 15, the Subconsultants and Subcontractors shall be subject to and shall consent to jurisdiction of the Forum and Venue provisions of this Agreement.**

**15.2.6 The provisions of this Article 15 shall survive the expiration or termination of this Agreement.**

### Procedural Specifications Revisions and Modifications

**5.6** Section 01300.1.4.E.10 shall be revised as follows (additions in **bold and underlined text**; deletions in *strikethrough and italics*):

- 10). Materials and Tools: Refer to individual Sections of the Specifications for required quantities of spare parts, extra and overrun stock, maintenance tools and devices, keys, and similar physical units to be submitted.  
**Provide the minimum quantities specified in Table 01300.1, Extra Materials and Tools.**

**5.7 ADD:** Table 01300.1, Extra Materials and Tools, attached herewith as Attachment 5.1.

**5.8 ADD:** Section 01850, Paragraph 1.5.B.3. as follows:

3. Additional and Extended Warranties: Refer to individual Sections of the Specifications for required additional and extended warranties on systems, equipment and components. Provide the minimum warranties specified in Table 01850.1, Additional and Extended Warranties.

Correct the numbering for subsequent paragraphs 1.6.C., D. and E.

**5.9 ADD:** Table 01850.1, Additional and Extended Warranties, attached herewith as Attachment 5.2.

## C. CHANGES TO PREVIOUS ADDENDA

5.10 Addendum Item 3.96 shall be revised as follows (additions in **bold and underlined text**; deletions in *strikethrough and italics*):

3.96 **REPLACE MODIFY**: Section 01010, Paragraph 1.7.B. 7 with the following:

7. Project to achieve Substantial Completion – TCO (Temporary Certificate of Occupancy) within ~~743~~**944** calendar days after ~~Construction NTP~~ **the Commencement Date as defined in Sections 1.11 and 1.53 of the Agreement.**

5.11 Addendum Item 3.97 shall be revised as follows (additions in **bold and underlined text**; deletions in *strikethrough and italics*):

3.97 **REPLACE MODIFY**: Section 01010, Paragraph 1.7.B. 8 with the following:

8. Project to achieve Final Completion - CO (Certificate of Occupancy) within ~~829~~**1,033** calendar days after ~~Construction NTP~~ **the Commencement Date as defined in Sections 1.11 and 1.53 of the Agreement.**

5.12 Addendum Item 4.49 shall be revised as follows (additions in **bold and underlined text**; deletions in *strikethrough and italics*):

**Question:** Will the window contacts be eliminated if we have motion and break glass in first floor classrooms?

**Answer:** **Homeland Security requirements for redundancy in entrance/access alarm systems shall be met as follows:**

1. **Every exterior door shall have a lock and contacts, plus an interior motion detector on a separate circuit.**
2. **Every at-grade room with operable windows shall have locks and contacts on all operable units, plus a motion detector on a separate circuit.**
3. **Every at-grade room with fixed windows ONLY shall have a motion detector, plus a glass break detector on a separate circuit.**

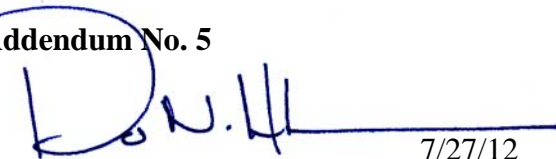
*For first floor rooms with operable windows, window locks contactors are required on all operable units. In addition to contactors, either motion detectors or glass break detectors are required. For first floor rooms with fixed windows only, motion detectors and glass break detectors are required.*

**5.13** Addendum Item 4.53 shall be revised as follows (additions in **bold and underlined text**; deletions in *~~strikethrough and italics~~*):

**Question:** The RFP calls for Air Cooled Chillers, and also indicates requirements for a LEED Certified Building, which at the initial pass requires a 10% reduction in energy usage. Using an Air Cooled Chiller is one of the least efficient Chillers, making it difficult to achieve the 10% reduction. Can a Water Cooled Chiller be used to reduce the Energy Consumption in order to meet the 10% Reduction?

**Answer:** No. Provide **two** ~~air~~-cooled chillers.

**End of Addendum No. 5**

  
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NJSDA    Date  
David N. Hingston, Senior Project Officer

<Addendum #5>

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**Date: July 27, 2012**

**PROJECT #: ET-0056-B01**

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Addendum No. 5

**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 (609-656-4608). 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

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

\_\_\_\_\_  
Date