



Addendum #2

New Jersey Schools Development Authority
Office of Procurement
32 East Front Street
Trenton, NJ 08625
Phone: 609-858-2981
Fax: 609-656-2647

Date: August 11, 2015

PROJECT #: NE-0003-B01
New South Street Elementary School
Newark Public Schools

DESCRIPTION: Addendum #2

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

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 Advertisement to Extend Date for Submission of Price and Technical Proposals:

- a. The first two paragraphs of Subsection D of the "Procurement Submission Dates and Deadlines" section of the Bid Advertisement for this procurement shall be modified to extend the date for submission of Price and Technical Proposals, as follows:

Procurement Submission Dates and Deadlines:

- D. Interested firms must submit a Technical Proposal, which provides responses to the non-price "other factors" evaluative criteria requirements of the RFP. The Technical Proposals must be received by the NJSDA by **2:00 PM on ~~August 26, 2015~~ -September 2, 2015**. Faxed or e-mailed submittals shall not be accepted.

Bidders must simultaneously submit a sealed Price Proposal which must be submitted with the Technical Proposal and received by the NJSDA by **2:00 PM on ~~August 26, 2015~~ September 2, 2015**—Faxed or e-mailed Price Proposals shall not be accepted. Any Technical or Price Proposals received after this date and time will be returned unopened. Technical Proposals and sealed Price Proposals shall be delivered to **Alison Perry** at the NJSDA address below:

2. **Modifications to the Advertisement to Extend Date for Opening of Price Proposals:**

- a. Subsection E of the "Procurement Submission Dates and Deadlines" section of the Bid Advertisement for this procurement shall be modified to extend the date for opening of Price Proposals, as follows:

E. The sealed Price Proposals shall be publicly opened and read at a bid opening at the NJSDA office on ~~September 17, 2015~~ **September 18, 2015** at 2:00 PM.

3. **Modifications to the Request for Proposals:**

- a. **REVISE:** The first paragraph of Section 1.3 B.2 ("Technical Proposal") shall be revised as follows, to change the due date for submission of the Technical Proposal to **September 2, 2015**:

2. Technical Proposal

Interested firms must submit a Technical Proposal, which provides responses to the non-price "other factors" evaluative criteria requirements of this RFP and identifies the required subcontractors and subconsultants. Interested firms must submit one (1) unbound original, seven (7) bound copies, and two (2) electronic full cover-to cover copies in PDF format on electronic media (CD or comparable) required of the Technical Proposals to the NJSDA for consideration. The Technical Proposals must be received by the NJSDA by 2:00 PM on, ~~August 26, 2015~~ **September 2, 2015**. Faxed or e-mailed Submittals shall not be accepted.

- b. **REVISE:** The fourth paragraph of Section 1.3 B.3 of the RFP ("Price Proposal"), shall be revised as follows, to change the due date for submission of the Price Proposal to **September 2, 2015**:

The Price Proposal must be sealed and submitted with the original Technical Proposal and received by the NJSDA by **2:00 PM** on ~~August 26, 2015~~ **September 2, 2015**. Faxed or e-mailed Price Proposals shall not be accepted.

- c. **MODIFY:** Section 3.6, ("Approach to LEED™ Requirements," shall be modified as follows:

3.6 Approach to LEED™ Requirements (15 Points)

Using the Design-Builder's Approach to LEED™ Requirements form provided by the Authority, the Design-Builder shall submit a detailed narrative describing the Design-Builder's approach to achieving the proposed level of LEED™ certification. The narrative shall confirm the level of LEED™ certification (basic, Silver, Gold, or Platinum) the Design-Builder proposes to be achieved, and ~~discuss the approach to achieving this level of certification (i.e., integration of LEED™ requirements in design, monitoring compliance through design and construction, process for submission to USGBC for certification, etc.)~~, **at a minimum: 1) identify any optional sustainable design features (per Performance Specification Section PS1030.00) included in the proposal; 2) discuss any design features that will result in energy savings or other operational efficiencies; and 3) discuss any sustainable design features proposed for LEED certification purposes that impose any additional responsibilities, requirements or obligations on NJSDA or the District.** The narrative shall be accompanied by a completed LEED™ checklist (form provided by the Authority)

identifying the specific LEED™ features which the Design-Builder proposes to incorporate in the design and construction of the project.

NOTE: Design-Build Teams are encouraged to propose an approach to LEED certification that exceeds the minimum LEED certification requirements. Proposal evaluation and scoring will favorably consider efforts to achieve LEED certification at a higher level than required by contract; however, the evaluation of the LEED approach will involve the consideration of any increase in LEED certification level, balanced against: ~~any modifications to project performance specifications to accommodate the proposed increase in LEED points; and~~ any additional ~~costs~~, responsibilities or requirements which may be imposed on the NJSDA or the District as a result of the Design-Build Team's approach to LEED certification at the increased level.

- d. **MODIFY:** The List of RFP Forms on Page 40 of the RFP, shall be modified to reflect the replacement of the LEED Checklist form to be included with the Design-Builder's Technical Proposal, as follows:

List of RFP Forms:

1. Design-Builder's Experience on Similarly Sophisticated Projects
2. Identification of Design-Builder's Key Team Members
3. Design-Builder's Required Key Team Member's Resume
4. Identification of Required Subcontractors
5. Design-Builder's Design Consultant's Experience on Similarly Sophisticated Projects
6. Identification of Design Consultant's Required Key Team Members
7. Design Consultant's Required Key Team Member's Resume
8. Identification of Required Subconsultants
9. Design-Builder's Demonstrated Prior Affirmative Action Experience
10. Design-Builder's Overall Approach to the Project
11. Design-Builder's Approach to Schedule
12. Approach to LEED Requirements
13. ~~LEED for Schools 2009 Project Checklist~~ **LEEDv4 BD+C: Schools Checklist**
14. Small Business Enterprise Forms "B" and "C"
15. Design-Builder's Technical Proposal Certification
16. Disclosure of Investment Activities in Iran Form
17. Ownership Disclosure Form

4. **Modifications to the RFP Forms:**

- a. **REPLACE:** The Price Proposal showing a revision date of "6-2015", originally included with the RFP, shall be deleted and replaced with the Revised Price Proposal dated August 10, 2105, included with this Addendum as Attachment 2.1.
- b. **REPLACE:** The "LEED for Schools 2009 Project Checklist" (Item #13 of the List of RFP Forms on Page 40 of the RFP), shall be deleted and replaced with the "LEED v4 BD+C: Schools Checklist" included with this addendum as Attachment 2.2.

B. CHANGES TO THE PROJECT MANUAL:

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

1. Volume 1 – Design-Build Agreement

- a. **MODIFY:** In the TABLE OF CONTENTS for the Design-Build Agreement, Section 14.4 shall be renamed as follows:

14.4 ~~OCIP Management~~ **Risk Management Unit**..... 101

- b. **MODIFY:** Section 1.49, the definition of “LEED,” shall be modified as follows:

1.49 “LEED™” means the program and rating system known as Leadership in Energy and Environmental Design “Green Building Rating System” developed by the US Green Building Council (USGBC). ~~LEED 2009 for Schools New Construction and Major Renovations Rating System (“LEED for Schools”)~~ **LEED v4 for Building Design and Construction: Schools** shall be the referenced standard for purposes of the required LEED certification under this Agreement.

- c. **ADD:** Add the following definition of “OCIP Manual” in the appropriate alphabetical order in Article 1 of the Agreement:

“OCIP Manual” means the NJSDA’s OCIP III Insurance Procedures and Enrollment Manual included in the Project Manual.

- d. **ADD:** Add the following definition of “Risk Management Unit or RMU” in the appropriate alphabetical order in Article 1 of the Agreement:

“Risk Management Unit” or “RMU” means the Authority’s Risk Management Unit, which, together with the Authority’s OCIP Administration Services Provider is also responsible for management of OCIP enrollment and other OCIP-related issues.

- e. **MODIFY:** Section 3.18 (“LEED™ Certification”) shall be modified as follows:

3.18 **LEED™** Certification. The Design-Builder shall be responsible for designing **and constructing** the Project to achieve LEED™ Certification under the ~~LEED 2009 for Schools New Construction and Renovations Rating System (“LEED for Schools”)~~ **LEED v4 for Building Design and Construction: Schools (“LEED v4 for BD+C: Schools”)**, and for applying for and securing such LEED™ Certification. LEED™ is a registered trademark of the USGBC.

f. **MODIFY:** Section 6.4.3 (“Communication with Subcontractors, Subconsultants and Suppliers”) shall be modified as follows:

6.4.3 Communication with Subcontractors, Subconsultants and Suppliers. ~~The~~ *the* Design-Builder shall be considered the sole point of contact with regard to matters relating to this Agreement. All communication between Subcontractors and the Authority and between Subconsultants and the Authority shall pass through the Design-Builder.

g. **MODIFY:** Section 9.7.5 within Section 9.7 (“Invoices”) shall be modified as follows:

9.7.5 Invoices may request payment for equipment and materials not yet incorporated into the Project, provided that (i) the Authority is satisfied that the equipment and materials are suitably stored at either the Site or another acceptable location, (ii) the equipment and materials are protected by suitable insurance (if stored equipment and materials are of a total value in excess of OCIP Builder’s Risk coverage per Section 14.11.1 below (currently, \$5 million limit for any one location)) and (iii) upon payment, the Authority will receive the equipment free and clear of all liens and encumbrances.

h. **MODIFY:** Section 14.1.3 within Article 14 (“Insurance”) shall be modified as follows:

14.1.3 The terms and conditions of this Section 14 addressing OCIP and the Design-Builder insurance requirements, shall apply during the Term of this Agreement. In addition, the Design-Builder and its subcontractors and subconsultants shall be required to comply with all provisions of the applicable NJSDA Safety Manual and the OCIP Manual, as such compliance has a direct bearing on the insurance costs of the Authority.

i. **MODIFY:** Section 14.2 (“Owner Controlled Insurance Program Coverage”) shall be modified as follows:

14.2 Owner Controlled Insurance Program Coverage OCIP will provide on-site General Liability, on-site Employer’s Liability and Workers’ Compensation, Builder’s Risk and on-site Excess Liability coverage. Through OCIP, the Authority shall provide coverage to the Design-Builder and eligible Subcontractors of every tier providing direct labor on the Project, except as otherwise provided herein. Firms providing temporary labor services and leasing companies are to be treated as Subcontractors for OCIP enrollment purposes. The Authority shall pay all premiums associated with OCIP, including deductibles or self-insured retention, with the exception of Builders’ Risk deductibles as indicated in Section 14.11.2, or unless otherwise provided in this Agreement.

j. **MODIFY:** Section 14.4 (“OCIP Management”) shall be renamed and modified as follows:

14.4 ~~OCIP Management:~~ Risk Management Unit. Management of OCIP enrollment and other OCIP-related issues shall be handled by the Authority’s Risk Management Unit and OCIP Administration Services Provider ~~in conjunction with the Authority’s RMU~~ (collectively, “~~OCIP Management~~ RMU”). All OCIP questions are to be directed to ~~OCIP Management~~ the RMU.

k. **MODIFY:** Section 14.5 (“Mandatory Enrollment”) shall be modified as follows:

14.5 Mandatory Enrollment. The Design Builder’s enrollment in OCIP is mandatory ~~at the time of~~ **prior to** the first Construction Notice to Proceed. **Prior to undertaking any Work, Enrollment enrollment** in OCIP is mandatory for all eligible subcontractors, but is not automatic. The Design-Builder is required to notify ~~OCIP Management~~ **RMU** of all Subcontractors of every tier providing direct labor on the Project and follow enrollment procedures as provided by the Authority in the NJSDA OCIP Insurance Procedures **and Enrollment** Manual (“OCIP Manual”). Any failure on the part of the Design-Builder to comply with this notification and enrollment requirement may negate coverage under OCIP, and the Design-Builder shall bear all risk, financial and otherwise, associated with any such lack of coverage.

i. **MODIFY:** Section 14.10.2 within Section 14.10 (“Terms and Conditions of OCIP Provided Coverage”) shall be modified to change coverage amounts and conditions as follows:

14.10.2 Commercial General Liability Insurance shall be provided on an “occurrence” form under a master liability policy. Certificates of Insurance will be provided to the Design-Builder and all tiers of enrolled Subcontractors reflecting the following Limits of Liability:

\$2,000,000	Bodily Injury and Property Damage Liability Combined Single Limit each occurrence (per-Region) (reinstated annually)
\$5,000,000 4,000,000	General Aggregate Limit (per-Region) -each designated project (reinstated annually)
\$5,000,000 4,000,000	Products/Completed Operations Aggregate (per-Region) (reinstated annually)
\$2,000,000	Personal Injury and Advertising Injury
\$300,000	Damage to Premises Rented to You (Fire, Explosion, Smoke, Water Damage and Sprinkler Leakage Lightning , Legal Liability)
\$10,000	Medical Expense (any one person)

Commercial General Liability Insurance coverage and terms shall include, but shall not be limited to, the following:

- (a) Occurrence Basis;
- (b) Products;
- (c) Completed Operations Extension (ten-year term after Project Final Completion ~~or the statute of repose, whichever is less~~);
- (d) Contractual Liability – including all Railroads
- (e) Independent Contractor’s Liability;
- (f) Personal Injury;
- (g) Explosion, Collapse, and Underground (X,C,U); and
- (h) Designated ~~Premises~~ **Construction Projects** Only

m. **MODIFY:** Section 14.11.1 (“All Risk Coverage”) shall be modified as follows:

14.11.1 All Risk Coverage. Builder’s Risk shall provide “All Risk” coverage on a replacement cost basis subject to standard exclusions, property limitations and conditions. Such insurance shall include the interests of the Authority, the Design-Builder, and any enrolled Subcontractor of any tier providing direct labor on the ~~Schools Facilities Project~~ **Project Site**, with the following terms:

Primary Limit: \$ ~~200,000,000~~ **150,000,000**

Sublimits:

Transit: \$ 5,000,000 any one conveyance

Offsite Storage: \$ 5,000,000 any one location

n. **MODIFY:** The list of Ineligible Subcontractors/Subconsultants in Section 14.15.1 (“Types of Ineligible Subcontractors/Subconsultants”) shall be modified as follows:

- (a) Professional Services Consultants;
- (b) Suppliers (that do not perform or subcontract installation);
- (c) Vendors;
- (d) Guard and security services;
- (e) Janitorial services;
- (f) Truckers/**Haulers** (including trucking to the ~~School Facilities Project~~ **Project Site** where delivery or removal of materials is the only scope of work performed);
- (g) ~~Other temporary project services~~ **Any contractor or other person or organization that does not have dedicated payroll for employees at the “project site” for the “designated project”;**
- (h) Lead, asbestos, and hazardous materials abatement;
- (i) **Blasting contractors (unless approved in writing by the RMU)**
- (j) Off-site fabricators **or manufacturers;** and
- (k) Material Dealers.

o. **MODIFY:** Section 14.15.2 (“Insurance Requirements of Ineligible Subcontractors/ Subconsultants”) shall be modified as follows:

14.15.2 Insurance Requirements of Ineligible Subcontractors/Subconsultants. Unless otherwise directed by the Authority, the Design-Builder shall require all Ineligible Subcontractors/ Subconsultants to purchase and maintain at their own expense, the insurance coverages set forth below. Prior to permitting an Ineligible Subcontractor or Subconsultant to perform any Services or Work, the Design-Builder must furnish the ~~OCIP Manager~~ **RMU** with certificates of insurance together with declaration pages, in a form satisfactory to the Authority, showing that the Ineligible Subcontractor or Subconsultant has complied with this Section 14.15. Insurance binders are not acceptable as proof of insurance coverage.

p. **MODIFY:** Section 14.15.3 shall be modified as follows:

14.15.3 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-VII~~ A-VIII" or better by A.M. Best Company. In each policy, the Design-Builder shall have incorporated a provision, in accordance with the laws of New Jersey, requiring written notice to the Authority at least thirty (30) Days prior to cancellation or non-renewal of any insurance coverage required under this Section. The Design-Builder warrants that if the insurer, or coverage, is not subject to statutory or other provisions requiring thirty (30) Day prior notification of cancellation or non-renewal, it will, in any event, provide notice to the Authority immediately upon receipt of any notice of cancellation or non-renewal of any insurance coverage required under this Section.

q. **MODIFY:** Section 14.15.5 shall be modified as follows:

14.15.5 The coverages enumerated below shall protect the Design-Builder, the Authority, the NJEDA, the New Jersey Department of Education, the State, the ~~Project Management Firm and/or~~ Construction Manager and the Project School District, and their respective directors, officers, members, employees and agents, against claims of, or relating to, personal and bodily injury (including death) to persons, or damage to property, which may arise from, or in connection with, the performance of the Services or Work (whether performed On-site or Off-site) by the Ineligible Subcontractor/Subconsultant, its employees, officers, agents, subcontractors or other individuals or entities for whom the Ineligible Subcontractor/Subconsultant may be contractually or legally responsible while performing Services or Work. The required coverages are as follows:

r. **MODIFY:** Subsection (a) of Section 14.15.6 shall be modified as follows:

(a) The Design-Builder, the Authority, the NJEDA, the New Jersey Department of Education, the State, the ~~Project Management Firm or~~ Construction Manager, and the Project School District, and their respective directors, officers, members, employees and agents shall be covered as additional insureds.

s. **MODIFY:** The first sentence of Subsection (b) of Section 14.15.6 shall be modified as follows:

(b) For any claims related to the Project, the Ineligible Subconsultants/Subcontractors' insurance coverage shall be primary insurance with respect to the Design-Builder, the Authority, the NJEDA, the New Jersey Department of Education, the State, the ~~Project Management Firm or~~ Construction Manager, and the Project School District, and their respective directors, officers, members, employees and agents and Design-Builder warrants that coverage shall be required to continue for a minimum of two years notwithstanding the fact that the Ineligible Subconsultants/Subcontractors has departed from the School Facilities Project site.

t. **MODIFY:** Subsection (c) of Section 14.15.6 shall be modified as follows:

(c) Any failure on the part of the Ineligible Subconsultants/Subcontractors to comply with reporting provisions or other conditions of the policies, any breach of warranty, any action or inaction of the Ineligible Subconsultants/Subcontractors or others, any foreclosure related to the Project or any change in ownership of all or any portion of the Project shall not affect

coverage provided to the Design-Builder, the Authority, the NJEDA, the New Jersey Department of Education, the State, the Project School District, the ~~Project Management Firm or~~ Construction Manager and their respective directors, officers, members, employees and agents.

- u. **MODIFY:** Section 18.7.2 within Section 18.7 (“Affirmative Action and Small Business Compliance”) shall be modified as follows:

18.7.2 The Design-Builder, after notification of award, but prior to the Authority's execution of this Agreement, shall submit to the Authority an SBE Form A and/or B and an SBE Form C.

- v. **MODIFY:** Section 18.7.3(a) within Section 18.7 (“Affirmative Action and Small Business Compliance”) shall be modified as follows:

- (a) An SBE Form A and/or B, together with all SBE Forms C, at the time of bid or at any other time specified by the Authority;

2. Volume 1 – Procedural Specifications - Division 1 General Requirements

- a. **MODIFY:** In Specification Section 01010 (“Summary of Work”), Section 1.4 (“Allowances”), modify Subsection A of as follows:

A. The Contract contains the following Allowance categories and amounts:

	AMOUNT
1. GMP Reserve Allowance	\$ 1,020,000 <u>1,270,000</u> .
Includes:	
New Construction Allowance	\$ 500,000.
Fire Pump Allowance	\$ 125,000.
Emergency Responder System Allowance	\$ 145,000.
Subsurface Conditions Allowance	\$ 250,000.
<u>Building Envelope Acoustical Enhancement Allowance</u>	<u>\$ 250,000.</u>

- b. **MODIFY:** In Specification Section 01010 (“Summary of Work”), Section 1.4 (“Allowances”), Subsection B (“GMP Reserve Allowance”) add the following subparagraph (e) to paragraph 1:

- e. The Building Envelope Acoustical Enhancement Allowance is provided for the cost of any enhancements to building envelope construction and associated design services, beyond that required by Performance Specifications Section PS1030.00, code, or other project requirements, which are determined to be necessary based on the Outdoor Noise Study undertaken by the Design Builder in accordance with Performance Specifications Section PS1030.00, Paragraph I.B.2.i.

- c. **REPLACE:** Replace Specification Section 01310 (“Schedules and Reports”), dated June 9, 2014, with Revised Specification Section 01310, dated August 10, 2015, included herewith as Attachment 2.3.

d. **MODIFY:** In Specification Section 01900 (“Commissioning”), Section 1.3 (“Definitions”) modify Subparagraph 6.a as follows:

- a. The Commissioning Agent shall be responsible for oversight and coordination of all Commissioning activities including preparation and submission of all documentation required by the United States Green Building Council by the Project LEED Specialist for the application for and completion of LEED certification.

C. CHANGES TO THE PERFORMANCE SPECIFICATIONS:

A. **MODIFY:** Section PS 1030.00 Project Criteria, I. PERFORMANCE, A. Basic Function, add the following to Paragraph I.A.5. Environmentally Responsible Design, following subparagraph a.:

b. Optional Sustainable Design Features - The Project School District has expressed a willingness to support inclusion of the following optional sustainable design features. These features may be included at the option of the Design-Builder, subject to other project requirements, and may be considered by the Design-Builder in its selection of LEED credits provided that the Design-Builder bears all associated design and construction costs:

(1) Location and Transportation: Green Vehicles, Option 1

(2) Sustainable Sites: Joint Use of Facilities

(3) Water Efficiency: Cooling Tower Water Use

(4) Water Efficiency: Water Metering

(5) Energy and Atmosphere: Advanced Energy Metering

(6) Energy and Atmosphere: Renewable Energy Production

(7) Innovation: District has agreed to consider following:

- **Green Education, Composting and Green Cleaning (Provide District Plan)**
- **The School as a Teaching Tool (Provide Educational program if applicable)**

c. The Project School District has indicated that they are unable to support inclusion of the following optional sustainable design features and associated LEED credits:

(1) Energy and Atmosphere: Demand Response

(2) Energy and Environment: Green Power and Carbon Offsets

B. **REPLACE:** Section PS1030.00 Project Criteria, I. PERFORMANCE, B. Amenity and Comfort, delete and replace Paragraph I.B.2 Acoustical Performance with the following:

2. Acoustical Performance

a. Retain an acoustical engineer certified by INCE or a similarly recognized professional acoustics organization to perform required Noise Study and to provide certification of design compliance, inspection and/or field testing to demonstrate compliance with project requirements.

- b. The project shall be designed in accordance with the requirements and procedures prescribed by ANSI S12.60 (2010) as modified by the following project-specific performance requirements.**
- c. Interior Acoustical Performance - Reverberation**
- (1) All core learning spaces shall be designed in conformance with ANSI S12.60 Section 5.3.**
- (2) All ancillary learning spaces and other spaces not covered by ANSI S12.60 shall be designed in accordance with accepted industry standards for those types of spaces and activities as recommended by the Design-Builder's acoustical engineer.**
- d. Interior Acoustical Performance – Background Noise Levels**
- (1) The maximum background noise levels in all core and ancillary learning areas from all on-site interior and exterior noise sources, with the exception of those identified in d.(2) which follows, shall be limited to the levels prescribed by ANSI S12.60 Section 5.2.**
- (2) The maximum background noise levels in all core learning areas from only indoor HVAC systems shall be limited to 35 – 40 dBA, with preference for the lower range, measured in accordance with the procedures prescribed by ANSI S12.60.**
- e. Interior Acoustical Performance – Attenuation of Airborne Sound – Wall and floor-ceiling assemblies that separate core learning spaces from adjacent spaces, including doors, windows, and penetrations in such assemblies, shall be designed in accordance with the requirements of ANSI S12.60 Section per 5.4.2. Unless approved by the SDA, the separation of all core learning spaces from ancillary spaces shall be installed from the floor slab to the underside of the floor deck above and from wall to wall.**
- (1) The SDA Materials and Systems Standards Table of Assemblies and Materials (TAM) may be used for identification of partition types in regard to STC ranges, but ANSI S12.60 Tables 4 and B.1 (Annex B) shall be used to determine the minimum STC ratings for each type of space.**
- f. Structure-Borne Impact Sound Isolation – The floor-ceiling assemblies of normally occupied rooms located above learning spaces shall be designed in accordance with the requirements of ANSI S12.60 Section 5.4.3.**
- g. Building Envelope Acoustical Performance Requirements – In addition to the requirements of 2.d. above and subject to the conditions of 2.i. below, exterior wall and roof-ceiling assemblies shall be designed in accordance with the following:**

(1) Building Envelope Minimum STC Ratings – The minimum composite STC rating of exterior wall and roof-ceiling assemblies enclosing core learning areas shall be as follows:

- i. Wall and Roof-Ceiling Assemblies - Minimum composite STC rating of 40.**
- ii. Walls with windows within 50 feet of playgrounds, walkways, streets, or roadways (excluding emergency access drives) – Minimum composite STC rating of 45.**
- iii. Walls with windows within 30 feet of playgrounds – Minimum composite STC rating of 50.**

(2) Exterior Wall Component Elements - The minimum STC ratings of exterior wall components enclosing core learning areas shall be as follows:

- i. Basic Wall Assemblies – STC 45**
- ii. Windows – STC 35**
- iii. Doors – STC 30**

Where necessary, increase the STC class of individual components in order to achieve the composite STC rating required by this section.

(3) Building Envelope Minimum OITC Ratings – The minimum OITC rating for exterior wall and roof-ceiling assemblies enclosing core learning spaces shall be as follows:

- i. Walls with windows - Minimum composite OITC rating of 35.**
- ii. Roofs and walls without windows – minimum composite OITC rating of 41.**

h. HVAC Equipment Acoustical Design Requirements

(1) Indoor HVAC Equipment - Indoor HVAC equipment shall be selected, designed, and located so as to achieve the maximum background noise level specified in 2.d.(2) above. Whenever possible, locate indoor HVAC equipment above corridor ceilings or other areas outside the core learning area which it serves. When necessary, select equipment with better acoustical performance characteristics and provide internal duct lining, sound attenuating units, , or other measures to achieve required acoustical performance while providing necessary access for servicing of equipment.

(2) Roof-Top HVAC Equipment – Roof-top HVAC equipment shall be selected, designed, and located so as to achieve the maximum background noise level specified in 2.d.(1) above. When necessary to meet these requirements, select equipment with better acoustical performance characteristics and provide acoustical screening or other measures to achieve required acoustical performance while maintaining necessary access for servicing of equipment. Increasing the STC class of exterior wall and roof components to meet this performance requirement is also an acceptable approach.

i. Outdoor Noise Study

(1) As part of its Verification of Existing Conditions per Section 3.11 and Preliminary Design Phase Services, the Design-Builder's acoustical engineer shall conduct a site assessment in accordance with the procedures of ANSI S12.60 Annex A, to determine the greatest outdoor one-hour average A-weighted sound at the proposed locations of classrooms and other core learning spaces.

(2) In the event that the Noise Study concludes that such sound levels exceed 60 dBA at any such locations, the acoustical engineer shall recommend acoustical enhancements to the building envelope which are necessary in order to meet the OITC ratings of ANSI S12.60 Table 3. The Design-Builder shall prepare a proposal for providing such enhancements which are beyond what is necessary to meet the other specified project acoustical performance requirements including identification, descriptions, and pricing of any alternative approaches which may exist to meeting the increased OITC ratings.

(3) Upon acceptance of any recommended acoustical enhancements to the building envelope by the SDA, such enhancements shall be compensated through the Allowance for Building Envelope Acoustical Enhancements in accordance with Section 9.2 of the Agreement and Procedural Specifications Section 01020.

j. Classroom Audio Distribution Design Requirements – Classroom speech enhancement systems shall be designed in conformance with ANSI S12.60 Section 5.5.

k. Exterior noise control: Comply with applicable codes and regulations, including the requirements of N.J.A.C. 7:29, Noise Control.

(1) Where necessary, provide equipment with improved acoustical performance or sound screens.

l. Substantiation - Demonstrate design compliance through engineer's certification of acoustically rated materials, equipment, assemblies and junctures between assemblies. Where it is not possible to provide such substantiation to the Authority's satisfaction:

(1) Design and implement engineer's field inspection and testing protocols consistent with industry standards to ensure that construction complies with project requirements.

(2) Provide adjustments to construction where required to achieve compliance.

(3) Provide engineer's post-construction certification of compliance in accordance with inspection and testing protocols and industry standards.

C **REPLACE:** In Section B2010.00, Exterior Walls, replace Paragraph I.D.1. with the following:

1. At the Design-Builder's option, provide either masonry or cold-formed metal framing backup construction at all masonry clad exterior walls, subject to partition and finish specifications and all other project requirements.

a. Provide engineer's certification of masonry design, including all masonry elements identified in IBC Table 1704.5.1 and others required by code or project conditions.

b. Provide engineer's certification of cold-formed metal framing design, including deflection criteria for unit masonry veneer and others required by code or project conditions.

D. **MODIFY:** In Section B2010.00, Exterior Walls, modify Paragraph I.C.4. as follows:

3. Acoustical performance: Comply with the requirements of *the Noise Study Report* **Performance Specifications Section PS1030.00** and all code requirements and referenced standards.

a. Consider impact of noise from Project rooftop equipment on nearby instructional spaces; modify wall and roof construction as necessary to ensure compliance.

E. **MODIFY:** In Section B2020.00, Exterior Windows, modify Paragraph I.B.3. as follows:

3. Acoustical performance: Comply with the requirements of *the Noise Study Report* **Performance Specifications Section PS1030.00** and all code requirements and referenced standards.

a. Consider impact of noise from Project rooftop equipment on nearby instructional spaces; modify wall and roof construction as necessary to ensure compliance.

F. **MODIFY:** In Section B2050.00, Exterior Doors and Grilles, modify Paragraph I.B.7. as follows:

7. Acoustical Performance

a. Comply with the requirements of *the Noise Study Report* **Performance Specifications Section PS1030.00** and all code requirements and referenced standards.

b. Consider impact of noise from Project rooftop equipment on nearby instructional spaces; modify door construction as necessary to ensure compliance.

G. **MODIFY:** In Section B2050.30, Exterior Oversize Doors, modify Paragraph I.B.4. as follows:

4. Acoustical performance: Comply with the requirements of *the Noise Study Report* **Performance Specifications Section PS1030.00** and all code requirements and referenced standards.

- H. **MODIFY:** In Section B3010.10, Steep Slope Roofing, modify Paragraph I.B.3. as follows:
3. Acoustical performance: Comply with the requirements of *the Noise Study Report* **Performance Specifications Section PS1030.00** and all code requirements and referenced standards.
 - a. ~~Consider impact of noise from Project rooftop equipment on nearby instructional spaces; modify roof construction as necessary to ensure compliance.~~
- I. **MODIFY:** In Section B3010.50, Low Slope Roofing, modify Paragraph I.B.3. as follows:
3. Acoustical performance: Comply with the requirements of *the Noise Study Report* **Performance Specifications Section PS1030.00** and all code requirements and referenced standards.
 - a. ~~Consider impact of noise from Project rooftop equipment on nearby instructional spaces; modify roof construction as necessary to ensure compliance.~~
- J. **REPLACE:** In Section C1000.00, Interior Construction, replace Paragraph I.B.4. with the following:
4. **Acoustical performance: Comply with the requirements of Performance Specifications Section PS1030.00 and all code requirements and referenced standards.**
- K. **REPLACE:** In Section C1010.00, Interior Partitions, replace Paragraph II.A.2. with the following:
2. **Construct interior partitions using the following:**
 - a. **Concrete masonry partitions and a masonry interior surface on exterior walls shall be used to enclose the following areas:**
 - (1) **Gymnasium, Cafeteria, and Multi-purpose Room**
 - (2) **All food service areas.**
 - (3) **All student toilet rooms.**
 - (4) **All receiving areas, lobbies, corridors, and stairs.**
 - (5) **All mechanical, electrical, custodial, and other building services areas.**
 - b. **At the Design-Builder's option, either cold-formed steel and drywall partitions or masonry partitions may be used to enclose all other areas.**

- L. **MODIFY:** In Section C2000.00, Interior Finishes, modify Paragraph I.B.2. as follows:
2. Acoustical Performance
 - a. Sound absorption: Provide acoustical absorption within interior spaces to achieve reverberation times consistent with the acoustical performance requirements specified in Section ~~C1000.00~~ **PS1030.00**.
- M. **MODIFY:** In Section D3000.00, Heating, Ventilation and Air Conditioning (HVAC), modify Paragraph II.F.2. as follows:
2. Provide **pressure-independent**, ultra-low-noise units capable of meeting code requirements.
- N. **MODIFY:** In Section D3050.50, HVAC Air Distribution, modify Paragraph I.C.4.Acoustical Performance, modify subparagraph a. as follows:
- a. Air Distribution Background Noise
 - (1) Provide systems which comply with the acoustical requirements of **Performance Specifications Section PS1030.00**, code, **and other** project requirements ~~and RC Levels as defined in ASHRAE HVAC Applications Handbook. Do not exceed the sound pressure level for any octave band at the specified RC.~~
 - (2) Verify compliance as required by code and project requirements ~~and the following~~ **including the Substantiation requirements of Performance Specifications Section PS1030.00.**
 - ~~(a) Construction: Measurement, record, and report of sound pressure levels in each octave frequency band.~~
 - ~~(b) Measurement of room sound levels at the occupants work station; at the center point of the room; and at the center of each 15' x 15' square area.~~
 - ~~(c) Measurement of room sound levels with ANSI S1.4-1983 (R2006), Type 1 or 2 sound level meters.~~
 - ~~(i) Calibrate meters and then measure room sound levels.~~
 - ~~(ii) Result Interpretation~~
 - ~~1. Acceptable RC levels: Measured sound pressure levels are below the specified dB levels for the given octave band.~~
 - ~~2. Remedial action: Reduction of sound pressure levels which exceed specified dB levels for a given octave band.~~
 - ~~(d) Provide equipment with sound ratings which comply with testing and rating requirements of AHRI 885.~~

O. **ADD:** In Section D6000.00, Communications, Paragraph I.C.2., add the following new subparagraph:

i. **In addition to data outlets required for computers, laptop carts, printers, and other electronic equipment, provide one additional data outlet in each instructional area at a location to be determined by the Authority.**

P. **MODIFY:** In Section D6000.00, Communications, modify Paragraph I.C.4. as follows:

4. Security System

a. Provide an integrated digital security system consisting of the following:

(1) Exterior door monitoring and control

~~(2) Exterior operable window contactors at first floor windows.~~

~~(32)~~ Glass break detectors **in every at-grade room with windows.**

~~(43)~~ Motion detectors **in every at-grade room with windows and at all other locations as required by SDA Materials and Systems Standards D7050 Detection and Alarm, Section B.3.**

~~(54)~~ Video surveillance system covering the interior and exterior of the building **as required by SDA Materials and Systems Standards D7030.10 Video Surveillance, Section A.1.**

b. 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~~ **a glass break detector**, 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.~~

c. Security system components and functions shall meet all code and project requirements and the requirements of "Best Practices for Schools under Construction or Being Planned for Construction."

D. CHANGES TO THE DRAWINGS:

1. Not applicable.

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

1. Not applicable.

F. CHANGES TO PREVIOUS ADDENDA:

1. Not applicable.

G. ATTACHMENTS:

1. Attachment 2.1 Revised Price Proposal, dated August 10, 2015
2. Attachment 2.2 LEED v4 BD+C: Schools Checklist
3. Attachment 2.3 Revised Specification Section 01310 ("Schedules and Reports"), dated August 10, 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


NJSDA Date 8/11/2015



STATE OF NEW JERSEY

SCHOOLS DEVELOPMENT AUTHORITY

32 E FRONT STREET
P.O. BOX 991
TRENTON, NJ 08625-0991
609-943-5955

Addendum #2

New Jersey Schools Development Authority
Office of Procurement
32 East Front Street
Trenton, NJ 08625
Phone: 609-858-2981
Fax: 609-656-2647

Date: August 11, 2015

PROJECT #: NE-0003-B01
New South Street Elementary School
Newark Public Schools

DESCRIPTION: Addendum #2

Addendum No. 2

Acknowledgement of Receipt of Addendum

Contractor hereby acknowledges the receipt of the Addendum by signing in the space provided below and returning via fax to (609-656-2647) or e-mail (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 of the Price Proposal Submission**.

Signature

Print Name

Company Name

Date

Addendum #2:
Project #: NE-0003-B01
Project Name: New South Street Elementary School

REVISED PRICE PROPOSAL

**DESIGN-BUILD
PRICE PROPOSAL SUBMISSION
to
NEW JERSEY SCHOOLS DEVELOPMENT AUTHORITY**

For the following Package:

Contract Number: NE-0003-B01
Contract Name/Description: Newark – South Street Elementary School
District: Newark
County: Essex

THIS PACKAGE IS COMPRISED OF THE FOLLOWING SCHOOL PROJECTS:

SCHOOL

South Street Elementary School

Bid of _____
(Bidder's Name) (Bidder's Federal I.D. #)

a Corporation organized and existing under the laws of the State of _____

or a partnership or joint venture consisting of _____

or an individual, trading as _____

There is a two-step bidding process for participation in this procurement:

First Step: A Bidder must first submit the "Project Rating Proposal." The NJSDA will determine a Bidder's Project Rating Limit based on this proposal.

Second Step: Along with a Technical Proposal prepared in accordance with the Request for Proposals, a Bidder must submit the "Price Proposal" which contains the price the Bidder intends to bid for the work as well as other required information.

Important Notes:

- 1) A Bidder may not submit a Price Proposal that, excluding amounts for design services and excluding the GMP Reserve, exceeds its Project Rating Limit for a project.

2) A Bidder's Project Rating Limit cannot exceed the firm's Aggregate Limit.

A. Price Proposal Submission:

1. The Bidder shall complete and execute this Price Proposal and enclose it in an envelope that is **sealed and clearly marked** with the Bidder's Name, Contract Number, Contract Name, School District, County and the date of Price Proposal submission. The Bidder must submit its sealed Price Proposal to the NJSDA in accordance with Section 7 of the Request for Proposal (RFP).
2. The Price Proposals shall be subject to a public bid opening by the NJSDA on the date and time provided in the RFP.

B. Bidder:

1. All Bidders must be classified by the Department of the Treasury, Division of Property Management and Construction in all applicable trades; pre-qualified by the NJSDA in all applicable trades; registered with the Department of Labor; and registered with the Department of Treasury, Division of Revenue; and must provide valid contractor or trade licenses where applicable at the time of submission of this bid. **Time is of the essence for completion of the Project in this package.**
2. The Bidder **MUST** submit a copy of its Uncompleted Contracts Form. Uncompleted Contracts forms submitted by the Bidder and any named Subcontractors must reflect accurate and timely information. The amount set forth in the Uncompleted Contracts Form must reflect the amount of uncompleted work as of the date of the bid submission, or the date of the response to the RFP. In no instances will Uncompleted Contracts forms be acceptable where the date of the Form is greater than 120 days prior to the due date for bid or proposal submissions.
3. If the Bidder will be performing work with its "own forces" in any of the trades listed in the Bid Advertisement, the Bidder must be properly classified and pre-qualified to perform such work in the named trades, and must state its intention to perform such work with its "own forces." Failure to so state, and/or failure to indicate what firms will be performing the work in the trades identified in the Bid Advertisement, may cause the bid to be rejected.

C. Subcontractors:

1. The Bidder **MUST** name the Design Consultant to be engaged as the Design-Builder's Design Consultant, and all subcontractors that will be performing work in any of the trades listed in the Bid Advertisement or required by statute.
2. In accordance with the requirements of N.J.S.A. 52:18A-243, each bidder (or "design-builder") is required to set forth in its bid the name or names of all subcontractors to whom the design-builder will directly subcontract for the furnishing of any of the work and materials specified in the plans and specifications for the following branches: (1) the plumbing and gas fitting and all work and materials kindred thereto ("Plumbing Branch"); (2) the steam and hot water heating and ventilating apparatus, steam power plants and all work and materials kindred thereto ("HVACR Branch"); (3) the electrical work ("Electrical Branch"); and (4) structural steel and miscellaneous iron work and materials ("Structural Steel Branch").
3. When naming subcontractors in accordance with Section C.2 above, a design-builder is required to name only those subcontractors that are engaged directly by the Design-Builder ("first-tier subcontractors"). Design-Builders are **NOT REQUIRED** to name any subcontractors engaged by

the first-tier subcontractors or by others (e.g., “second-tier subcontractors” or “third-tier subcontractors.”)

4. The Design Consultant to be engaged as the Design-Builder’s Design Consultant must be prequalified by the Department of the Treasury, Division of Property Management and Construction in the discipline of Architecture (P001); pre-qualified by the NJSDA in the discipline of Architecture (P001) and registered with the Department of Treasury, Division of Revenue.
5. All listed subcontractors identified in accordance with Sections C.1. and C.2. above must be classified by the Department of the Treasury, Division of Property Management and Construction in all applicable trades; pre-qualified by the NJSDA in all applicable trades; registered with the Department of Labor; and registered with the Department of Treasury, Division of Revenue; and must provide valid contractor or trade licenses where applicable at the time of submission of this bid.
6. All Bidders **MUST** submit a copy of the Uncompleted Contracts Form for any subcontractor identified in the bid advertisement. Uncompleted Contracts forms submitted by the Bidder and any named Subcontractors must reflect accurate and timely information. The amount set forth in the Uncompleted Contracts Form must reflect the amount of uncompleted work as of the date of the bid submission, or the date of the response to the RFP. In no instances will Uncompleted Contracts forms be acceptable where the date of the Form is greater than 120 days prior to the due date for bid or proposal submissions.
7. The Bidder shall list the SBE status of each subcontractor, where applicable.

D. SBE Opportunities:

1. The Bidder agrees it shall make a good faith effort to meet the requirements of the SBE Utilization Attachment contained in the Contract Documents in order to ensure that small business enterprises, as defined in that attachment and in applicable regulation, have the maximum opportunity to compete for and perform subcontracts.
2. The NJSDA requires the contractor to provide opportunities to SBE firms to participate in the performance of this engagement, consistent with NJSDA SBE set aside goals of 25%, awarding 5% of the contract value to registered Category 4 SBE firms; 5% of the contract value to registered Category 5 SBE firms; and 5% of the contract value to registered Category 6 SBE firms; and 10% of the contract value to SBE firms registered in any of the three Categories.

GENERAL CONSTRUCTION WORK:

Firm	Address
SBE Status	DOL Contractor Registration #
	Federal I.D. #

DESIGN-BUILDER’S DESIGN CONSULTANT:

Firm	Address
------	---------

SBE Status

NJ Professional License #

Federal I.D. #

PLUMBING AND GAS FITTING BRANCH WORK: The bidder must identify a subcontractor that is DPMC classified in the trade of Plumbing (C030), unless the bidder intends to self-perform for this trade. If the bidder intends to self-perform, the bidder must identify itself as self-performing in the trade of Plumbing (C030). If the bidder will contract with any additional subcontractors with DPMC Trade Classifications in the Plumbing trade or other trades applicable to this branch, each such additional subcontractor must be identified.

Firm

Address

SBE Status

DOL Contractor Registration #

Federal I.D. #

Additional Plumbing Branch Subcontractor(s): Note DPMC Classification: _____

Firm

Address

SBE Status

DOL Contractor Registration #

Federal I.D. #

Additional Plumbing Branch Subcontractor(s): Note DPMC Classification: _____

Firm

Address

SBE Status

DOL Contractor Registration #

Federal I.D. #

HVACR BRANCH WORK: The bidder must identify a subcontractor that is DPMC classified in the trade of HVACR (C032) OR an HVAC Contractor classified in the former DPMC classification of C039 may also satisfy the HVACR (C032) requirement, if a bona-fide representative linked to the Contractor has applied to be "grandfathered in" under the new Master Heating, Ventilating, Air Conditioning, and Refrigeration license offered by the State Board of Examiners for Heating, Ventilating, Air Conditioning and Refrigeration Contractors pursuant to N.J.A.C. 45:16A-26. Such a C039 Contractor or subcontractor must supply a copy of the "grandfathering" license application, as well as proof of payment of application fee, unless the bidder intends to self-perform for this trade. If the bidder intends to self-perform, the self-performing bidder must provide proof of the required HVACR license by providing evidence that a bona-fide representative of the firm holds a Master HVACR license, or providing evidence that a principal or employee of the firm has applied to be "grandfathered in" to the Master HVACR license based on experience without meeting education and examination requirements under N.J.A.C. 45:16A-26. If the bidder will contract with any additional subcontractors with DPMC Trade Classifications in the HVAC trade or other trades applicable to this branch, each such additional subcontractor must be identified.

Firm Address

SBE Status DOL Contractor Registration # Federal I.D. #

Additional HVACR Branch Subcontractor(s): Note DPMC Classification: _____

Firm Address

SBE Status DOL Contractor Registration # Federal I.D. #

Additional HVACR Branch Subcontractor(s): Note DPMC Classification: _____

Firm Address

SBE Status DOL Contractor Registration # Federal I.D. #

ELECTRICAL BRANCH WORK: The bidder must identify a subcontractor that is DPMC classified in the trade of Electrical (C047), unless the bidder intends to self-perform for this trade. If the bidder intends to self-perform, the bidder must identify itself as self-performing in the trade of Electrical (C047). If the bidder will contract with any additional subcontractors with DPMC Trade Classifications in the Electrical trade or other trades applicable to this branch, each such additional subcontractor must be identified.

Firm Address

SBE Status DOL Contractor Registration # Federal I.D. #

Additional Electrical Branch Subcontractor(s): Note DPMC Classification: _____

Firm Address

SBE Status DOL Contractor Registration # Federal I.D. #

Additional Electrical Branch Subcontractor(s): Note DPMC Classification: _____

Firm Address

SBE Status

DOL Contractor Registration #

Federal I.D. #

STRUCTURAL STEEL AND MISCELLANEOUS IRON WORK BRANCH: The bidder must identify a subcontractor that is DPMC classified in the trade of Structural Steel (C029), unless the bidder intends to self-perform for this trade. If the bidder intends to self-perform, the bidder must identify itself as self-performing in the trade of Structural Steel (C029). If the bidder will contract with any additional subcontractors with DPMC Trade Classifications in the Structural Steel trade or other trades applicable to this branch, each such additional subcontractor must be identified.

Firm	Address
------	---------

SBE Status	DOL Contractor Registration #	Federal I.D. #
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Additional Structural Steel Branch Subcontractor(s): Note DPMC Classification: _____

Firm	Address
------	---------

SBE Status	DOL Contractor Registration #	Federal I.D. #
------------	-------------------------------	----------------

Additional Structural Steel Branch Subcontractor(s): Note DPMC Classification: _____

Firm	Address
------	---------

SBE Status	DOL Contractor Registration #	Federal I.D. #
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OTHER TRADE CLASSIFICATIONS NAMED IN BID ADVERTISEMENT
 (Name Trade Classification): _____

Firm	Address
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SBE Status	DOL Contractor Registration #	Federal I.D. #
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OTHER TRADE CLASSIFICATIONS NAMED IN BID ADVERTISEMENT
 (Name Trade Classification): _____

Firm	Address	
SBE Status	DOL Contractor Registration #	Federal I.D. #

E. Price:

1. The undersigned, as Bidder, declares:
 - That this Price Proposal is made, without collusion with any other person, firm or corporation;
 - That the Bidder has carefully examined the RFP and the forms of the Project Manual, Design Build Contract, Design Build Information Package, Addenda, Specifications, Drawings and all other Contract Documents;
 - That the Bidder has carefully examined the locations, conditions and classes of material for the proposed work;
 - That the Bidder agrees that it will provide all necessary design services, machinery, tools, apparatus and other means of construction and will do all Services and Work and furnish all the materials called for in the Design Build Contract Documents in the manner therein prescribed; and
 - That this Price Proposal is submitted Net of Insurance, excluding all applicable insurance expenses and policy costs allocated to the on-site activities of the project as respects Workers' Compensation, Employer's Liability, Commercial General Liability, Owners Contractors Protective Liability, Excess/Umbrella Liability and Builder's Risk insurance.

2. In submitting this Price Proposal, the Bidder agrees:
 - That the NJSDA has the right to reject this Price Proposal in accordance with the terms of the RFP.
 - To hold this Price Proposal open for a period of ninety (90) calendar days from the date of the public opening and reading of the Price Proposals, unless this time period is extended by mutual agreement of the Bidder and the NJSDA.
 - To accomplish the work at the price bid, in accordance with the Contract Documents.

3. Base Bid Price:
 - Total amount for the furnishing of all design and construction administration services, labor, materials, services, equipment and appliances required in conjunction with and properly incidental to all Services and Work, in conformance with all Design Build Contract Documents. **The price of allowances listed in the Specifications and/or by Addenda (um) must be included in the Base Bid Price.**
 - In case of a discrepancy between the amount shown in words and the amount shown in figures, **the amount shown in words shall govern.**
 - **The Public Opening and Reading of the Price is for informational purposes only and is not to be construed as an acceptance or rejection of any bid submitted.**

1. Design Services: \$ _____

2. Construction Services: \$ _____

3. GMP Reserve \$ _____ 1,270,000.00 _____

(GMP Reserve Includes: \$500,000 New Construction Allowance; \$145,000 Emergency Responder System Coverage Allowance; \$125,000 Fire Pump Allowance; \$250,000 Subsurface Conditions Materials Allowance and \$250,000 Building Envelope Acoustical Enhancement Allowance)

TOTAL BID PRICE: _____
 (Sum of all three items) (In Words)

\$ _____
 (In Figures)

4. Bid Bond:

The Bidder shall attach to this Price Proposal a Bid Bond, having a value of ten percent (10%) of the total base bid amount. Bid Bonds shall be returned to all unsuccessful Bidders in accordance with the Instructions to Bidders.

5. Addenda:

The Bidder acknowledges receipt and incorporated into this bid of the following Addenda:

Number: _____

Dated: _____

F. CERTIFICATION

The Bidder hereby certifies to the best of its knowledge and belief and under penalty of perjury under the laws of the United States and the State of New Jersey:

1. That all information provided herein is accurate and truthful.
2. That an affirmative action program of equal employment opportunity, pursuant to P.L. 1945, c. 169, the "New Jersey Law Against Discrimination," as supplemented and amended has been adopted by this organization to ensure that applicants are employed and employees are treated without regard to their race, creed, color, national origin, ancestry, marital status, sex, or affectional or sexual orientation, and that the selection and utilization of contractors, subcontractors, consultants, materials suppliers and equipment lessors shall be done without regard to their race, creed, color, national origin, ancestry, marital status, sex, or affectional or sexual orientation. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeships. The Bidder agrees to post in conspicuous places, available to employees and applicants for employment, Notices to be provided by the NJSDA's Compliance Officer setting forth provisions of this nondiscrimination clause. Said affirmative action program addresses both the internal recruitment, employment and utilization of minorities and the external recruitment policy regarding minority contractors, subcontractors, consultants, materials suppliers and equipment lessors.
3. That the bid has been executed with full authority to do so; that the Bidder has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with these projects; and that all statements contained in this bid and in this certification are true and correct and made with full knowledge that the NJSDA relies upon the truth of the statements contained in this bid and in the statements contained in this certification in awarding the contract for the projects.
4. That neither the Bidder nor its principals:
 - A. are currently debarred, suspended, proposed for debarment, declared ineligible, or excluded from bidding or contracting by, any agency of government including but not limited to federal, state, regional, county or local government agency, in this or any other state including any department, division, commission, authority, office, branch, section and political subdivision or other governmental or quasi-governmental entity;
 - B. are voluntarily excluded from bidding or contracting, or have agreed to voluntarily refrain from bidding or contracting, through an agreement with any agency of government including but not limited to federal, state, regional, county or local government agency, in this or any other state including any department, division, commission, authority, office, branch, section and political subdivision or other governmental or quasi-governmental entity;
 - C. have, within a three-year period preceding this bid, been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public federal, state or local contract; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - D. are currently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (B) of this certification; and
 - E. have, within a three-year period preceding this bid, had one or more public contracts (federal, state or local) terminated for cause or default.

Address: _____

Telephone No.: _____

Fax No.: _____

Date: _____

Witness: _____

Printed or Typed Name: _____

Date: _____



END OF PRICE PROPOSAL

SECTION 01310 - SCHEDULES AND REPORTS

PART 1 - GENERAL

1.1. GENERAL REQUIREMENTS

- A. The Design-Builder shall provide all information and input required for development of the Project Schedule for the Work according to the requirements of this Section. The purpose of the Project Schedule shall be to:
1. Assure adequate planning, scheduling and reporting during execution of the contract;
 2. Assure coordination of the work of the Design-Builder and the various subcontractors and suppliers;
 3. Assist the Design-Builder, Construction Manager and the Authority in monitoring the progress of the work and evaluating the time and cost impact, if any, of proposed changes to the Contract and the Project Schedule; and
 4. Assist the Design-Builder, Construction Manager and the Authority in the preparation and evaluation of the Design-Builder's monthly progress payments.
- B. The Work under this Contract will be planned, scheduled, executed and reported pursuant to the provisions of the General Conditions Design-Build Agreement, and the Specified Completion Dates in Specification Section 01010, "the Summary of Work" and/or the Appendix A Project Description Supplementary Conditions.
- C. The Design-Builder shall involve all applicable Subcontractors in the Schedule development, updating, and revisions, as required.
- D. The Design-Builder understands and agrees that the Schedule is intended to accurately reflect at all times the status of the Work. The Design-Builder also understands and agrees that changes or revisions to the Schedule are key components of this requirement and will make every reasonable effort so that the Schedule accurately reflects current conditions.
- E. The Design-Builder shall maintain, as part of its organization, a staff of sufficient size knowledgeable in preparing input information for the Schedule, monitoring progress, updating and revising diagrams when necessary. The Design-Builder shall identify the individual(s) on its staff who will be responsible for scheduling efforts.
- F. If the Design-Builder does not possess on-staff scheduling capabilities sufficient to comply with the requirements of this section, the Design-Builder shall identify the firm and individual within that firm who will be retained to provide the required expertise.
- G. The services provided by the Construction Manager as the Authority's agent, the existence of schedules, networks, Gantt charts or any other charts or services prepared or performed by the Construction Manager, shall in no way relieve the Design-Builder of the responsibility of complying with all of the requirements of the Contract Documents, including, but not limited to, the responsibility of completing the Work within the Contract Time and the responsibility of planning, scheduling, and coordinating the Work. The Design-Builder is required to comply with all control procedures specified herein and with

SECTION 01310 - SCHEDULES AND REPORTS

any reasonable changes that may be necessary, in the opinion of the Construction Manager, during the Contract duration.

- H. The Specific Milestone and/or Completion Dates listed represent the latest allowable completion dates. Earlier completion dates may be established as agreed by the Design-Builder and the Authority and incorporated into a Contract Change Order.
- I. Should the Design-Builder show by way of its Schedule submission its plan to complete the Work earlier than any required Milestone or Specific Completion date, the Authority shall not be liable to the Design-Builder for any costs or other damages if the Design-Builder is unable to complete the Work before such Milestone or Completion date.
- J. The Authority does not guarantee that the Design-Builder can start work activities on the "early start" or "late start" dates or complete work activities on the "early finish" or "late finish" date shown in the initial Schedule submission, or in an updated or revised Schedule; nor does the Authority or Construction Manager guarantee that Design-Builder can always proceed in the sequence established by said Schedule. If Design-Builder's Schedule shows that the Authority or a separate contractor is to complete an activity by a specific date, or within a certain duration, the Authority or any separate contractor under contract with the Authority shall not be bound to said date or duration unless the Authority expressly and specifically agrees in writing to same; the Authority's or the Construction Manager's review and acceptance of the Schedule does not constitute an agreement to specific dates, durations, or sequences for activities of the Authority or any separate contractor.
- K. Failure to furnish any required submittal or information specified herein shall constitute a cause for withholding any part of progress payments pursuant to other Sections in the ~~General Conditions~~Design-Build Agreement.

1.2. BREACH

- A. Failure of the Design-Builder to comply with the requirements of this Section shall constitute reason that the Design-Builder is failing to prosecute the Work with such diligence as will insure its completion within the Contract items and shall be considered a default under Section ~~11-20~~ of the Design-Build Agreement~~General Conditions~~.

PART 2 - SPECIFIC REQUIREMENTS - PROJECTS WITH CONSTRUCTION VALUE LESS THAN \$1,000,000

(Not applicable)

PART 3 - SPECIFIC REQUIREMENTS - PROJECTS WITH CONSTRUCTION VALUE GREATER THAN OR EQUAL TO \$1,000,000

3.1 INITIAL MILESTONE SCHEDULE

A. Initial Milestone Schedule Requirements

- 1. The Design-Builder shall submit to the Authority and the Construction Manager for review and approval ~~an a proposed~~ Initial Milestone Schedule showing major milestones for the Design and Construction Phases of the Project within four days

SECTION 01310 - SCHEDULES AND REPORTS

of the Commencement Date. At a minimum, this schedule shall include the following:

- a. Proposed dates for submission of:
 - i. Design Schedule.
 - ii. Project Schedule.
 - iii. Submittal Schedule.
 - iv. Schedule of Values.

- b. Proposed dates for initiation of design phases and submission of required Design Phase submissions, including:
 - i. Preliminary Design Phase submission(s) to the Authority.
 - ii. Final Design Phase submission(s) to the Authority.
 - iii. Final Educational Adequacy (FEA) submission(s) to the Authority and the Department of Education.
 - iv. Plan release submission(s) to the Department of Community Affairs.

- c. Proposed Construction Phase milestone dates, including:
 - i. Construction Notice(s) to Proceed (NTP) dates.
 - ii. Start date(s) of actual construction activities.
 - iii. Date(s) of Substantial Completion.
 - iv. Date(s) of Final Completion.
 - iv-v. Any other required schedule milestone dates specified in or required by the Design Build Contract Documents.

2. In the event that the Design-Builder proposes phasing of design submissions to support partial plan release submissions to the Department of Community Affairs, the Milestone Schedule shall identify each such submission.

3. The Milestone Schedule shall be in a tabular format acceptable to the Authority, with one column listing the milestone event, a column with proposed date for each milestone, and a column for any necessary explanatory comments.

3.4. The Design-Builder shall revise the Initial Milestone Schedule in accordance with comments from the Authority and/or the Construction Manager, until the Initial Milestone Schedule is acceptable to the Authority.

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3.2 PROJECT SCHEDULE

A. CPM Schedule Requirements

1. The Work under this Contract will be planned, scheduled, executed and reported in accordance with the Project Schedule, which shall be prepared and maintained using the Critical Path Method (hereinafter called CPM).
2. The Project Schedule shall provide a complete and detailed sequence of all operations of the Work within the time limits specified in the Contract.
3. The Design-Builder shall develop the Project Schedule using Oracle Primavera scheduling software in a version acceptable to the Authority. The Authority, in its sole discretion, has the right to accept or reject requests by the Design-Builder to use scheduling software other than Primavera.
4. The Project Schedule shall incorporate the Design Schedule and the Construction Schedule as described below.
5. The Design-Builder shall develop the Project Schedule as a cost-loaded schedule, showing costs for each activity. If required by the Authority, the Design-Builder's Project Schedule shall be cost-resource-loaded in accordance with the provisions set forth in this Section, showing the labor, equipment and other resources necessary for each activity.
6. The Project Schedule shall include:
 - a. All activities necessary to account for the full scope of the Work.
 - b. The order and interdependencies of the Design-Builder's activities and the interface or interrelation with the activities of others. The following criteria shall form the basis for assembly of the logic relationships:
 - i. What activity must be completed before a subsequent activity can be started?
 - ii. What activities can be done concurrently? This includes activities with Start-To-Start and Finish-To-Finish relationships with or without leads and lags.
 - c. A single critical path that runs through the entire Project Schedule beginning with the first activity, e.g., Notice to Proceed, and ending with the last activity, e.g., Project Complete.
 - d. Conformance with and identification of the Specific Milestone or Completion Dates specified in the Contract Documents.
7. The identity, duration and logic of activities comprising the Project Schedule shall meet the following criteria:

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- a. Activity boundaries shall be easily measurable and descriptions shall be clear and concise. Do not preface activity descriptions with "Begin" or "Complete." The beginning and end of each activity shall be readily verifiable, and progress should be quantifiable. Do not reference percentage completion within the activity description.
 - b. Activity codes necessary to better organize the Schedule, including but not limited to, a responsibility code for each activity that shall identify an activity with a single performing organization.
 - c. ~~If requested by the Authority, the cost component for each activity shall be provided, such that the sum of the all activity cost components shall equal the contract price. No costs, however, shall be assigned to manufacture or delivery activities. This list of costs shall be referred to as the Schedule of Values for use in progress payments.~~
 - d. The Project Calendar shall account for all holidays, shutdown periods for weather sensitive work, etc.
 - e. Seasonal weather conditions, utility coordination, no-work periods, expected job learning curves, and other foreseeable delays to activities shall be considered and included within the developed duration for each activity affected.
 - f. Start-To-Start and Finish-To-Finish activity relationships shall be minimized. The preferred relationship type is Finish-To-Start with zero lag. Do not use Start-To-Finish relationship types. The use of negative lags is also prohibited. The use of Finish-to-Finish relationships, only, is prohibited. Where Start-to-Start relationships are used between activities, Finish-to-Finish relationships must also be used between those same activities. There should be no activities where the finish of one activity is not tied to another activity.
 - g. Imposed completion dates for events other than the Specified Milestones or Completion Dates will not be permitted.
8. The level of detail of the Project Schedule shall be such that no activity duration shall be over thirty (30) calendar days, except for non-construction activities such as shop drawing and sample submittals, fabrication and delivery of materials and equipment, delivery of equipment, concrete curing, and General Conditions activities, or with the approval of the Construction Manager.
 9. The Project Schedule shall not show an early completion date for the project later than the project's required completion date.
 10. The Project Schedule being submitted shall show the following for each activity:
 - a. Interfaces with the work of outside contractors, e.g., utilities, power, and with any separate contractor.
 - b. Activity description.

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- c. Planned duration (in work days).
 - d. Early start (by calendar date).
 - e. Late start (by calendar date).
 - f. Early finish (by calendar date).
 - g. Late finish date (by calendar date).
 - h. Total float available in work days.
 - i. Actual start date (by calendar date).
 - j. Actual finish date (by calendar date).
 - k. The Critical Path for the project, with said path of activities being clearly and easily recognizable. The relationship between all non-critical activities and activities on the Critical Path shall be clearly shown on the Project Schedule Diagram.
 - l. The dollar value of each activity (~~Schedule of Values~~) such that the sum of all activity cost components shall be equal to the contract price.
 - m. Activity codes necessary to better organize the schedule including, but not limited to, the responsibility code for the Design-Builder or Subcontractor performing each activity or portion of the activity.
 - n. The percentage complete of each activity in progress or completed whether manually input or computer calculated.
 - n.o. If resource-loading of the schedule is required, the manpower values for each activity.
11. Required Submittals: The submittal of the contract scheduling documents for the baseline and subsequent updates shall include:
- a. Two (2) 11" x 17" bar chart graphic outputs containing the information outlined in 3.02.A.10) above.
 - b. The four (4) tabular schedule reports to be submitted shall include, as a minimum, activity numbers, activity descriptions, early and late start and finish dates, percent complete and total float. The reports shall be sorted by:
 - i. Activity Number;
 - ii. Early Start, Early Finish;
 - iii. Total Float (Critical Path); and

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- iv. A detailed precedence analysis report sorted by Activity Number, showing the predecessors and successors for each activity.
- c. In addition to printed copies, the Project Schedule shall be submitted to the Authority and the Construction Manager in an electronic version, with backup, in a version(s) acceptable to the Authority.

B. Design Schedule Requirements

- 1. The Design-Builder shall submit a Design Schedule within fourteen days of the Commencement Date. This schedule shall be consistent with the design submission requirements and the Initial Milestone Schedule and include the following:
 - a. Proposed commencement and completion dates for review of documents and verification of existing conditions, including a milestone date for submission of verification letter to NJSDA and a ten working day (14 calendar day) period for NJSDA review and comment.
 - b. Proposed dates for submission of:
 - i. Project Schedule.
 - ii. Submittal Schedule.
 - iii. Schedule of Values.
 - c. Proposed dates for initiation of design phases and submission of required Design Phase submissions, including:
 - i. Preliminary Design Phase submission(s) to the Authority.
 - ii. Final Design Phase submission(s) to the Authority.
 - iii. Final Educational Adequacy (FEA) submission(s) to the Authority and the Department of Education.
 - iv. Plan release submission(s) to the Department of Community Affairs.
 - v. Submission(s) for any other required design approvals.
 - vi. If required, E-Rate Program submissions and bid packages.
 - vii. To the extent applicable, utility rebate program applications.
 - viii. Building Commissioning submittals
 - d. Proposed Construction Phase milestone dates, including:

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- i. Permit application(s).
 - ii. Construction Notice(s) to Proceed (NTP) dates.
 - iii. Preconstruction conference(s).
 - iv. Start date(s) of actual construction activities.
 - v. Date(s) of Substantial Completion.
 - vi. Date(s) of Final Completion.
 - e. Proposed dates for submission and approval of the following required Construction Phase submittals:
 - i. Safety Plan and other required safety and security plans including, if required, Construction Phasing Plan.
 - ii. Coordination drawings.
 - iii. Testing and balancing report(s).
2. For each submission requiring the Authority's acceptance or approval, the Design Schedule shall include a milestone for the proposed submission and approval dates, and, unless otherwise specified, shall also include the following:
 - a. A ten working day (14 calendar day) period for the Authority's review of and comment on the initial submission.
 - b. A period (ten working days is recommended) for revision of the submission based on the Authority's comments.
 - c. A ten working day (14 calendar day) period for the Authority's review and acceptance or approval of the revised submission.
3. For the required FEA submission, the Design Schedule shall include the following:
 - a. A ten working day (14 calendar day) period for review and comment by the Authority and the Department of Education on the initial submission;
 - b. A period (ten working days is recommended) for revision of the submission based on the Authority's comments; and
 - c. A ten working day (14 calendar day) period for the Department of Education's review and approval of the revised submission.
4. In the event that the Design-Builder proposes phasing of design submissions to support partial plan release submissions to the Department of Community Affairs, the Design Schedule shall identify each such submission.

C. Construction Schedule Requirements

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1. The Design-Builder shall submit to the Authority and the Construction Manager for review and acceptance a proposed Construction Schedule no later than thirty calendar days prior to the initial issuance of a Construction Notice to Proceed. This schedule shall be consistent with the design submission requirements and the Initial Milestone Schedule and shall incorporate the Design Schedule, updated as necessary, and shall also include the following:
 - a. All services and activities which are performed by the Design-Builder during the Construction Phase.
 - b. All services provided by the Design-Builder's Design Consultant during the Construction Phase, such as review of submittals, construction observation, inspections, etc.
 - c. Comprehensive inclusion of all construction activities, with all associated services and activities such as mobilization, site logistics, phasing and general conditions.
 - d. All procurement activities which lead to the delivery of materials to the site and logically tie the material delivery to the related construction activity.
 - e. Ordering, submittals, manufacturing or fabricating, and delivery of equipment and materials. Long lead items requiring more than one month between ordering and delivery to the site shall be clearly noted.
 - f. All significant Design-Builder activities during the fabrication and erection/installation in a Design-Builder's plant or on the job site, including materials/equipment purchasing, and delivery.
 - g. Design-Builder's drawings and submittals to be prepared and submitted to the Design Builder's Design Consultant, Construction Manager and Authority.
 - h. Sufficient time for submittal review and approval of Design-Builder submittals by the Design-Builder's Design Consultant, which shall be a maximum of fourteen (14) calendar days.
 - i. Delivery of Authority-furnished material and equipment.
 - j. Testing of equipment, systems and materials.
 - k. Project Close-out activities

D. Approval Process

1. The Authority will review the Design-Builder's Project Schedule, including logic diagrams and computer-generated analysis for compliance with the provisions of this Section as well as the requirements of the Contract as a whole. The Authority

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shall have ~~fourteen-twenty-one~~ (421) calendar days to review and accept or reject in writing the Design-Builder's Project Schedule submission.

2. If the Project Schedule is rejected, the Design-Builder shall revise and resubmit the Project Schedule within seven (7) calendar days. The Authority will have seven (7) calendar days to review and accept or reject in writing the Design-Builder's revised Project Schedule.
3. Within seven (7) calendar days following final acceptance of the Project Schedule, the Design-Builder shall provide copies of the Project Schedule to the Construction Manager and the Authority in accordance with the submission requirements as set forth in the Section above entitled "Required Submittals."
4. Upon final acceptance, the Project Schedule will become the official Project Schedule and will be used to monitor progress of the Work, subject to such revisions made to the Schedule as provided for herein or in the Contract Documents, and to support requests for payment.
5. If the Design-Builder thereafter wishes to make changes in its method of operating and scheduling, the Design-Builder shall follow the procedures set out in ~~Paragraph 3.06~~ Section 3.2 F. ("Schedule Revisions;") of this ~~Section~~ Specification.
6. Acceptance by the Authority/Construction Manager of the Design-Builder's Project Schedule shall not relieve the Design-Builder of the responsibility for accomplishing the Work within every Contract-required Milestone and Completion date. The Authority and Construction Manager disclaim any obligation or liability due to acceptance of the Project Schedule.
7. If the Design-Builder fails to provide the schedules within the time prescribed, or revisions to the Schedule within the requested time, the Authority may withhold approval of payment until the Design-Builder submits the required information.

E. Schedule Updates

1. Schedule updates shall be prepared each month with progress reported through the 24th day of the month and submitted with the payment applications for review by the Authority and/or Construction Manager on the 25th of each month. Upon review and acceptance by the Authority and Construction Manager, the final schedule update shall be submitted with the final payment application on the first weekday of the next month.
2. The progress report submitted by the Design-Builder will indicate, as a minimum, those activities, or portions of activities, which were completed during the reporting period, the actual start and finish dates for those activities, remaining duration and/or estimated percent complete for activities currently in progress.
3. ~~If not a cost loaded schedule, separate update meetings will be held to report schedule progress and to review the Design-Builder's Application for Progress Payment. In each case, the previous month's Project Schedule reports will be used to record progress. The Design-Builder understands and agrees that updating the Schedule is independent from updating the cost for progress payment purposes.~~

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- 5.3. The Design-Builder understands and agrees that its Schedule is intended to accurately reflect at all times the status of the Project (procurement and construction). The Design-Builder also understands and agrees that updating the Schedule is a key component of this requirement and will make every reasonable effort to provide current information.
- 6.4. Starting 30 calendar days after the start of construction, and throughout the progress of the Work, the Design-Builder shall prepare and maintain a two week look-ahead schedule reflecting the schedule of work activities (from the Project Schedule) actually accomplished for the previous week and the work scheduled for the forthcoming two weeks. This look-ahead schedule shall be prepared on a weekly basis and issued to the Authority and Construction Manager.
- 7.5. When updating the Project Schedule, the Design-Builder must use the option that retains the logic. Primavera calls this option "Retained Logic." Any option that overrides the logic is not permitted. Since other scheduling systems may have different features for handling out-of-sequence activities, the Construction Manager will evaluate the options and notify the Design-Builder in writing which option is acceptable.

F. Schedule Revisions

1. Should the Design-Builder, after acceptance of the initial Project Schedule, want to change its plan of construction, the Design-Builder shall submit the requested revisions to the Construction Manager including a written description of the reason for rescheduling the work, and methods of maintaining adherence to milestones and specific dates. The Authority will have seven (7) calendar days to review and either accept or reject the reason for the revised schedule in writing to the Design-Builder. If the Design-Builder's requested schedule revision is accepted by the Authority, the changes will be incorporated by the Design-Builder into the Project Schedule in the next schedule update and will become the new Project Schedule.
2. The Design-Builder shall revise the Schedule to include the effect of changes, acts of God or other conditions or events that have affected the Project Schedule. The Authority will have seven (7) calendar days to review and either accept the change or reject the change in writing to the Design-Builder. If the requested changes are accepted by the Authority, they will be incorporated by the Design-Builder into the Project Schedule in the next schedule update.
3. ~~When the Authority orders changes by For each Change Order that have~~ the potential to impact the Contract Milestones or Completion Dates, the Design-Builder shall prepare and submit to the Authority and the Construction Manager in accordance with Article 8.3 of the General Conditions, a schedule fragment in accordance with Sections 8.3 and 8.5 of the Design-Build Agreement shall be prepared by the Design-Builder and provided to the Construction Manager as part of the Change Orders showing the impact of the Change Order Work on the Project Schedule. If the Authority accepts the schedule fragment, it will be incorporated into the Project Schedule by the Design-Builder during the next schedule update.

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~~3.4. If the Design-Builder has prepared a schedule fragnet demonstrates a schedule impact that warrants or that results in a request for a time extension request, the Design-Builder must identify to the Authority also, as part of the Change Order, quantify and provide the cost of rescheduling, adjusting or accelerating the Change Order work and/or the Project Work so as to maintain the existing Contract Milestones and Completion Dates, in an effort to -the cost to buy-back the time to allow the Authority the option of either granting a time extension or paying for the rescheduling, adjustment or acceleration of Work to maintain the existing Completion Dates, buying-back the time. If the Authority accepts the schedule fragnet, it will be incorporated into the Project Schedule by the Design-Builder during the next schedule update.~~

~~4.5. Should any of the conditions exist or events occur to make, such that certain activities shown on the Design-Builder's Project Schedule fall behind schedule to the extent that any of the specific Milestone or Completion Dates are in jeopardy, the Authority may require and direct the Design-Builder may be required when directed, to prepare and submit to the Authority and the Construction Manager, a Recovery Schedule and written narrative explaining how the Design-Builder intends to reschedule the Work to regain compliance with the accepted Project Schedule. The preparation of a recovery schedule shall not be grounds for a Change Order or a Time Extension unless the Design-Builder can conclusively establish that the Authority is responsible for the schedule slippage. In no event shall Design-Builder refuse or fail to revise the Schedule based on claimed Authority delays or lack of information. In such cases, Design-Builder shall apply its best efforts and apply reasonable assumptions when information is alleged to be lacking.~~

~~5.6. The Design-Builder shall do the following, after determination of the requirement for a Recovery Schedule:~~

- ~~a. Within five (5) calendar days of being directed to provide a Recovery Schedule, the Design-Builder shall submit the Recovery Schedule, and written narrative of how the Design-Builder intends to recover the time, for acceptance to the Construction Manager. The Recovery Schedule shall be prepared to similar level of detail as the accepted Project Schedule and shall address how the Design-Builder intends to recover the time. The Authority will have five (5) calendar days to review and either accept or reject the Recovery Schedule.~~
- ~~b. Any revisions necessary because of this review shall be resubmitted by the Design-Builder for acceptance within three (3) calendar days. The accepted Recovery Schedule shall then be the Schedule that the Design-Builder shall use in planning, organizing, directing, coordinating, performing and executing the Work (including all activities of subcontractors, equipment vendors and suppliers) to regain compliance with the Project Schedule.~~
- ~~c. Typical methods of revising a schedule to recover time include, but are not limited to:
 - ~~i. Reducing the durations of activities not yet started.~~~~

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- ii. Changing schedule logic, e.g., changing Finish-to-Start relationships to Start-to-Start relationships, using negative lags, etc.
- iii. Changing the method of schedule calculation from Retained Logic to Progress Override.

For these and similar situations, any revisions necessary to recover the schedule shall require written justification and the method of reduction, e.g., added manpower, similar activity actually completed in less time than planned, etc.

~~6.7.~~ Neither the updating or revision of Design-Builder's Project Schedule nor the submission, updating, change or revision of any report or schedule for the Authority's review or non-objection of any such report or schedule shall have the effect of amending or modifying, in any way, the Contract Time, any Contract Completion Date, or Contract Milestone Dates or of modifying or limiting in any way Design-Builder's obligations under this Contract.

~~7.8.~~ If at any time during the construction, it appears to the Authority or the Construction Manager that the Project Schedule no longer represents the actual prosecution and progress of the work, the Authority or the Construction Manager will request in writing a revision to the Schedule. Any "out of sequence progress" problems will be considered evidence that the Schedule needs revising. The Design-Builder then has five (5) calendar days to respond to that written request. In the event the Design-Builder does not agree with the conclusion of the Authority or its Construction Manager regarding the schedule status of the project, it shall be resolved in accordance with the claims provisions of the contract.

G. Coordination

1. The Design-Builder shall coordinate the work with that of the other contractors and shall cooperate fully with the Construction Manager in maintaining orderly progress toward completion of the Work as scheduled.
- ~~1.~~ While the Work is progressing, the Design-Builder shall be responsible to stay informed, and to keep its subcontractors informed, of the delivery status of Authority-furnished equipment and material and of the progress of construction work being performed under separate contracts.
2. Failure of Authority-furnished equipment and materials to arrive as scheduled, or failure of other construction contracts to meet their schedule, shall not be justification for an extension of time, except where ~~such failure causes, in the opinion of the Construction Manager~~ Authority, such failure causes an unreasonable delay in the Design-Builder's work, in which case Article Section 8.35 of the General Conditions Design-Build Agreement ("Force Majeure and Other Changes Warranting an Adjustment in the Contract Time") regarding extensions of time, shall apply.

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3. The Design-Builder shall be solely responsible for expediting the delivery of all material to be furnished by him so that construction progress is maintained according to the current Schedule for the Work.
4. The Design-Builder shall keep himself/herself, and subcontractors, advised always while the Work is progressing regarding delivery status of Authority-furnished equipment and material and of the progress of construction work being performed under separate contracts.

H. Computer Cost Reports

1. If required by the Authority, every month the Design-Builder will generate Computer Cost Reports from the Project Schedule based on the progress of the work. These computer reports will reflect the progress of the project with respect to cost. The Design-Builder will generate these reports, in a format to be determined by the Authority and/or Construction Manager, for the information and use of the Authority and Construction Manager in reviewing and monitoring progress.

3.3 PROGRESS PAYMENTS

- A. Application for Payments shall be based on the approved Schedule of Values. The submission and approval of schedule updates calculating the value of work done for any given pay period for each activity based on the percentage complete for that activity less the amount previously paid for past percentages complete and percent of retainage shall be an element of the evaluation of Progress Payments pursuant to the provisions of the Design-Build Agreement~~General Conditions~~.
- B. An initial Application for Payment for expenditures not directly related to Work accomplished at the project will be allowed before the acceptance of the Design-Builder's Schedule. This payment will be limited to such items as Permits, Bonds, Mobilization, and Insurance. Requests for payment for work items not included above may be denied without an approved Schedule.
- C. The Construction Manager and the Authority will not be obligated to review or to process any Application for Progress Payment until the Design-Builder has submitted the Schedule and the percentages of completion are agreed to by the Authority, Construction Manager, ~~Design Consultant~~ and the Design-Builder.

3.4 SCHEDULE OF VALUES

- A. Format of Schedule of Values
 1. The Schedule of Values shall be submitted in a format acceptable to the Authority, and shall be organized with the following three headings and groupings of line items and values:
 - a. GMP Reserve Allowance
 - b. Design Phase

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- c. Construction Phase
2. Individual line items in the Design-Builder's SOV shall be assigned to and organized under the above categories based on the following criteria:
 - a. GMP Reserve Allowance: The allowance amount identified in the Agreement as the GMP Reserve.
 - i. In the event that other Allowances have been specified in the Agreement, each of these shall be individually listed separate from the GMP Reserve allowance.
 - b. Design Phase
 - i. All services and activities which are required to be performed during the Design Phase of the project, such as Design Consultant services and the related management activities of the Design-Builder, and their associated values, shall be included under Design Phase.
 - ii. The Design Phase may also include other cost items such as bonding and insurance which are actually incurred during the Design Phase of the project. Appropriate back-up, such as paid invoices, may need to be provided to support these costs.
 - iii. In general, Design Phase line items may not include activities or costs which require separate authorization by the SDA through issuance of a Construction NTP or an Allowance Authorization.
 - iv. The Design Phase schedule of values shall be organized to reflect required Design Phase activities and submissions (Preliminary and Final Design) as defined in the Design-Build Agreement and the SDA Design Manual for Design-Build Projects.
 - v. In the event that the Design-Builder proposes phased submissions during the Design Phase to facilitate partial plan release by DCA, the SOV shall include each submission as one or more separate line items.
 - vi. The Design Phase SOV shall include line items and values for the following services and activities:
 - (a) Review of Documents and Verification of Existing Conditions.
 - (b) LEED Certification Requirements.
 - (c) E-Rate Submissions and Bid Package.
 - (d) DOE Final (FEA) Submission and Approval.

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c. Construction Phase

- i. All services and activities which performed during the Construction Phase of the project, and their associated value, shall be included under Construction Phase. These should include any services provided by the Design-Builder's Design Consultant during the Construction Phase, such as review of submittals, construction observation, inspections, etc., as well as actual construction and associated services and activities such as mobilization and general conditions.
- ii. For the initial SOV, only two line items are required for the Construction Phase: 1) a line item for the value of Construction Phase services to be provided by the Design-Builder's Design Consultant during the Construction Phase and 2) a single line item for all remaining construction costs.
- iii. A revised Schedule of Values, with a more detailed breakdown of Construction Phase activities and values shall be subsequently provided in accordance with the terms and requirements of the Design-Build Agreement.

B. Cost Coding

1. To allow for tracking of project costs against established budgets, cost codes are assigned to each line item in the Schedule of Values by the SDA.
2. To assist in this, each Item Description in the Schedule of Values shall be appended with either an (A), (D), or (C) to indicate whether it is an Allowance amount, Design Fee, or Construction Cost, respectively. The total value of the line items in each of these categories (Allowances, Design Fees, and Construction Costs) must equal the corresponding value specified in the Design-Builder's cost proposal (GMP Reserve, Design Services, or Construction Services).
3. It is important not to confuse Design Fees with Design Phase. Design Fees shall be included in both the Design and Construction Phases as appropriate to reflect the value of Design Consultant fees for services provided during each of those respective phases. As discussed above, the Design Phase may include Construction Costs to the extent they are services provided or costs incurred during the Design Phase.
4. Only direct costs for Design Consultant services shall be cost coded as Design Fees and the total value of these items must equal the Design Services cost identified in the Design-Builder's price proposal. Similarly, the total value of all line items cost coded as Construction Costs must equal the Construction Services cost identified in the Design-Builder's price proposal.

END OF SECTION 01310