

**Addendum # 3**

New Jersey Schools Development Authority
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PROJECT #: NE-0003-N01 RB1
Newark, South Street ES - Early Site Package

DESCRIPTION: Addendum # 3

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

A. CHANGES TO THE PROCUREMENT PROCESS:

None.

B. CHANGES TO THE PROJECT MANUAL:

1. Changes to General Conditions:

- a. **REVISE:** Section 21.15 (Prevailing Wage) shall be revised to add the following additional subsection 21.15.1 as follows:

21.15.1 **Federal Davis-Bacon Act Requirements.** The Contractor and each of its subcontractors also must comply with minimum rates for laborers and mechanics as determined by the Secretary of Labor in accordance with the provisions of the federal Davis-Bacon Act (40 U.S.C. 276c) and related acts. In accordance with 29 C.F.R. 5.5(a), the Contractor and each of its subcontractors must comply with the following requirements:

(1) **Minimum wages.** (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is

attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in §5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of

receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The NJSDA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the NJSDA may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and

social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate

specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the NJSDA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the

contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility. (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

C. CHANGES TO THE DRAWINGS:

None

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

1. **Question:** Item 10: Removal and Disposal of Surface and Subsurface Concrete: 3750 Tons – is this concrete disposed of at a landfill only and cannot be recycled?

Answer: All concrete shall be managed in compliance with the latest NJDEP's Guidance for Characterization of Concrete and Clean Material Certification for Recycling. The bidders were provided characterization data for the convenience of the contractor in preparing bids. The contractor shall perform supplemental characterization, if necessary, to facilitate acceptance by a recycling or disposal facility.

2. **Question:** Is the contractor only responsible for his own work area air monitoring for his work personnel onsite?

Answer: The contractor is responsible to prepare as Health and Safety Plan ("HASP") for the protection of all personnel on site, as well as the general public off site, from exposure to contamination, pursuant to the following specifications: Specification Section 01010 "Summary of Work," Subsection C. (4); § 02115 Part 2, 1.6(H); Specification Section 02230 "Site Clearing," Subsection 1.4(C) and 1.5(C); Specification Section 02300 "Earthwork," Subsection 1.7(B); and Specification Section 02301 "Management of Regulated Wastes," Subsection 3.2(A).

The specific contents of the HASP are up to the Contractor, subject to acceptance of the HASP by the Authority, but the HASP must include, at a minimum, those elements as set forth in the in the above-referenced Specifications, including site-specific non-perimeter air monitoring. See, in particular, Specification Section 02301 "Management of Regulated Wastes," Subsection 3.2(E), referring to implementation of an air monitoring program.

3. **Question:** Is the Owner / Engineer performing and / or responsible for all the perimeter/ community air monitoring?

Answer: Yes. See Response to Question No. 2 above. The action limits for perimeter/community air monitoring shall be developed as part of the Contractor's HASP. The HASP will be reviewed by the Authority's Engineer/ LSRP. Perimeter air monitoring in accordance with the Contractor's HASP will then be performed by the Authority's Engineer/LSRP. The Contractor is responsible for site-specific non-perimeter air monitoring.

4. **Question:** Item 23 – Backfill and Compact: 65,500 Tons – Does the trucking hauling this material to the work site need to be prevailing wage?

Answer: Yes. Pursuant to N.J.S.A. § 34:11-56.25, et seq., Prevailing Wage Act

5. **Question:** Do the subcontractors need to have the same specified insurance coverages as the contractor? Most subcontractors cannot and do not have these coverages.

Answer: Generally speaking, yes, contractors and subcontractors are required to have similar coverage. Contractors and subcontractors eligible for inclusion in the Authority's OCIP program are required to maintain the coverage outlined in Article 9.2.18. Contractors and subcontractors who are ineligible for enrollment in OCIP (due to specific exclusions of certain types of work performed, e.g. demolition involving explosives above ground or lead, asbestos and hazardous materials abatement) are required to maintain the coverages and limits as set forth in Article 9.3.2. Additionally, when the Contractor and/or its Subcontractor's work involves a Pollution Liability exposure (including asbestos work, lead work, or hazardous material abatement, transportation and/or disposal), such Contractors or Subcontractors are required to maintain Pollution Liability insurance with minimum limits set forth in Article 9.3.2.3(b).

6. **Question:** Regarding the required electrical subcontractor, C047 – can the listed electrical subcontractor have a DPMC specialty trade classification and not be rated or qualified by the NJSDA?

Answer: No. Since they are a required subcontractor, they must be **both** DPMC-classified **and** NJSDA pre-qualified.

7. **Question:** Drawing Sheets 7 and 8: Is the contractor required to install interlocking steel sheeting and/or soldier beams and lagging around excavation areas "C", "B" and "I"?

Answer: The Contractor is responsible for means and methods of excavation bracing to properly complete the Work. Therefore, the Contractor can consider alternative means and methods for excavation bracing in "C", "B" and "I", and elsewhere, as long as the alternative method(s) comply with all applicable codes.

8. **Question:** Drawing Sheets 7 and 8: Can the contractor use any method to temporarily shore the excavation along the road?

Answer: See Answer No.7, above.

9. **Question:** The bid documents provide analytical results for concrete which indicates some concrete can be recycled while some have contamination levels which exceed the limits for recycling. The bid sheet only lists one (1) item for the off-site disposal of concrete. If an additional line item is added for the recycling of concrete it will allow the owner to get the benefit of the disposal of recyclable concrete at a class B recycling facility at a lower price per ton than landfilling. Please add a line item for recycling of concrete at a class B facility or specify that all concrete must be disposed of (not recycled at a class B facility).

Answer: The NJSDA appreciates the bidder's comment, but declines to make the requested changes to the bid documents.

10. **Question:** There is a Project Labor Agreement (PLA) for this project which has been signed by the NJ Building & Construction Trades Council. Therefore, should the bidders assume all current members of the NJ Building & Construction Trades Council are signatory to the PLA and not just the unions represented by the signatures on the signature page?

Answer: Yes. Bidders should assume all current members of the NJ Building & Construction Trades Council are parties to the PLA.

11. **Question:** Section 1 Parties to the Agreement states "This is a Project Labor Agreement entered into by and between the SCC and its successors and assigns, General Contractors to be named, for certain construction work to be performed on school construction performed pursuant to the "Educational Facilities Construction and Financing Act" in the state of New Jersey and by the New Jersey Building and Construction Trades Council, AFL-CIO, on behalf of itself and its affiliates and members". Some of the parties included by the PLA appear to include the unions specifically excluded by the answers to questions 56 to 61 in Addendum 1. Please clarify?

Answer: See response to Question 10, above. Note that The PLA includes heavy/highway trades, Dockbuilders Local 1456, Dockbuilders Local 454 and the Teamsters. There is no Dockbuilders Local 1146 in the New York/New Jersey/Eastern Pennsylvania area. Also, please be advised that Dockbuilders Local 1456 is now known as Dockbuilders Local 1546.

12. **Question:** Please provide a list of all union locals which are signatory to the PLA.

Answer: Refer to the list of affiliates and members of the NJ Building and Construction Trades Council, as identified on the BCTC website, attached here to as Attachment 3.1.

13. **Question:** Sheet 3 of 8 includes a detail titled Sidewalk Restoration Detail. Is this the approved detail for any sidewalk restoration associated with our work?

Answer: The contractor shall repair sidewalk upon completion of project in accordance with City of Newark requirements. The detail provide on Sheet 3 of 8 can be constructed as an interim measure prior to final repair in accordance with City of Newark requirements.

14. **Question:** Please provide Schedule A as referenced in the PLA.

Answer: Schedule A to the PLA is the applicable local collective bargaining agreements entered into and maintained by the Local Unions that are parties to the PLA Agreement. The

Contractors should contact the individual Local Unions or the Building Trades Council for copies of all applicable collective bargaining agreements.

15. **Question:** Addendum 1, Question 15 – How soon after post-excavation samples have been collected by the LSRP can the contractor backfill UST locations?

Answer: UST excavations must remain open until post-excavation analytical results are obtained. The Authority's engineer/LSRP will work towards obtaining expedited post excavation results within 3 business days from the date of sampling.

16. **Question:** The answer to Question 62 in Addendum 1 indicates that the PLA governs on-site construction activities and specifically refers to “local deliveries of all major construction materials including fill, ready mix and asphalt”. However, the answer to Question 60 in Addendum 1 indicates the teamsters are not party to the PLA. What union is responsible for the work since it is not the teamsters who typically deliver materials to the site?

Answer: See response to Question 10, above, and Section E. below, modifying the prior answers to bidder questions as reflected in attachments to Addendum 1. Bidders should consult with the BCTC and its affiliate and member unions to confirm union jurisdiction for that scope of work.

17. **Question:** Volume 1 from the reports by Whitman has been included in the bid documents. This Volume mentions there are a total of 16 Volumes. Can or will the remaining Volumes be made available to the bidders?

Answer: The information contained within the 16 Volumes is summarized in Volume 1 from the reports by Whitman (Remedial Investigation Report & Remedial Action Work Plan for Site Soils July 2013). All 16 Volumes will be provided to the winning bidder, upon request.

18. **Question:** For materials that are not sent to the Keegan Landfill as managed by the New Jersey Meadowlands Commission, will the contractor still be charged the following per ton taxes and fees or will this project be exempt? Host Community of \$3.23, Recycling Tax of \$3.00 and/or ECUA of \$35.49?

Answer: The Authority is not aware of any exemption from the above-cited fees.

19. **Question:** Question 59 of Addendum indicates that the contractor will have to develop the perimeter air monitoring limits as part of the HASP. The site-specific HASP addresses the exposure of the site workers and not the general public whose exposure is addressed in the perimeter air monitoring plan. Please clarify.

Answer: The statement is not correct. See Answer to Questions 2 and 3 above. The Contractor is responsible for developing a perimeter air monitoring program as part of the HASP which will include establishing perimeter air monitoring limits for the protection of the public. The HASP will be reviewed by the Authority's Engineer/LSRP. Perimeter air monitoring will then be performed by the Authority's Engineer/LSRP.

20. **Question:** Question 69 of Addendum 2 indicates that the imported fill must meet “NJ residential direct soil clean-up criteria”. However, specification 2300 2.1.E states the imported fill must meet the most stringent criteria. Which is correct?

Answer: All imported fill must meet the requirements of Articles 1.0, 1.4 “Certified Clean Fill” and 6.24 “Importation and Exportation of Fill Materials.”

21. **Question:** Regarding Item 17 – Removal/Disposal of Impacted Soil (Areas B, C, D, E, F, C, H, I) – 56,000 Tons: Our soil disposal vendors have brought up a critical bid price issue with Item 17, Removal and Disposal of Impacted Soil (B, C, D, E, F, G, H, I) – 56,000 Tons and Item 16, and Disposal of Impacted Soil (A) – 1,000 Tons. They cannot price this project as requested in the specifications. They cannot offer a single unit rate for transportation and disposal for the 56,000 tons and 1,000 tons of combined areas (A-1). The data shows wide ranging contaminant levels in this section, including lead of approximately 46,000 ppm lead, and TPH of 90,000 ppm. Other areas have ranges of these compounds which are acceptable at some facilities but not others. There is also a potential to have solvents and lead in Area A. After the bid, during construction, each of these areas needs to have a waste classification testing performed, or have the site gridded out, so each section can be disposed of in accordance with facility acceptance protocols (based on this sampling). But for bid purposes, separate unit price items need to be established since we cannot determine the volume for all these different categories. A single disposal facility will not be able to accept all of the soil at one unit price. The data provided requires multiple disposal facilities. We do not know how much volume of the different waste categories is represented in each of the lettered areas comprising the 56,000 tons and 1,000 tons. That information is critical in order to price this project for bid purposes. Can the 57,000 tons of soil disposal be divided into the following waste categories, this way the contractor is not trying to come up with an impossible blended number for the entire 57,000 tons as a singular waste stream?

1. Soil Meeting NJ residential Clean-up Criteria: BAP (Benzo a pyrene) < 1ppm; PCB < .49 ppm
2. Soil Meeting NJ Non-residential Clean-up Criteria: BAP < 1PPM; PCB < 1ppm
3. Non-haz contaminated soil with PCB < 2.0 PPM; Lead < 650 PPM
4. Non-haz contaminated soil with Lead < 3000 ppm; PCB < 20 PPM; TPH < 50,000 PPM
5. Non-haz contaminated soil TPH > 50,000 ppm up to 100,000 PPM
6. Non-haz soil with Lead > 3,000 ppm
7. Haz Lead D008

Answer: The bidders were provided characterization data for the convenience of the contractor in preparing bids. The contractor shall perform supplemental characterization, as necessary, to facilitate disposal facility acceptance.

22. **Question:** Attachment 1.1 Addendum # 1 dated August 12, 2013, Answer to Question 34, “please provide action limits and who will be responsible for this work item” refers to “see responses to Question 11 and 23”, which stated that “Perimeter air monitoring is to be provided by the Authority’s Design Consultant/LSRP” and “The LSRP will provide perimeter air monitoring” respectively. However, during the pre-bid meeting on September 24, it was further clarified that the Contractor will establish the action limits, which are to be incorporated into the HASP prepared by the Contractor. Normally, the Perimeter Air Monitoring specialty subcontractor prepares the Perimeter Air Monitoring Plan (PAMP) that establishes the action limits based on baseline monitoring. The PAMP then is incorporated with the Contractor’s

HASP. Please reconfirm that the Perimeter Air Monitoring Plan will be the Owner's responsibility and that the LSRP will provide the action limits prior to the submission of our bid.

Answer: First, all bidders should be advised that they are not to rely upon any oral statements in the prebid meeting regarding the project scope or project documents. All questions or concerns should be submitted in writing, as Bidder Questions. The Contractor is responsible for developing a perimeter air monitoring program as part of the Contractor's HASP. The perimeter air monitoring program will establish perimeter air monitoring limits. The Contractor's HASP will be reviewed by the Authority's Engineer/LSRP. Perimeter air monitoring will then be implemented by the Authority's Engineer/LSRP.

23. **Question:** Attachment 1.2 Addendum # 2 dated August 22, 2013, Answer to Question 30, "Sheet 3 of 8 indicates a "sidewalk restoration detail" with "hot mix asphalt". Please clarify.

Answer: See Answer No. 13, above.

24. **Question:** Also, "All sidewalk repairs must comply with City of Newark requirements. Please contact the City of Newark to verify if temporary sidewalk repairs of concrete sidewalks with hot mix asphalt are acceptable". As of this writing, we have not received a clarification if "hot mix asphalt" temporary sidewalk is acceptable, from the City of Newark Department of Engineering Division of Traffic and Signals, which enforces the Street and Sidewalk Opening and Construction. However, please take note that the "Street and Sidewalk Permit Fee Schedule" is for a "30 Day Period" only and provides a deposit of \$20.00 per sq. ft. If temporary sidewalk repair such as "hot mix asphalt" is implemented, then the Permit Fees will remain in effect and the Deposit retained until the concrete sidewalk is permanently repaired by the Contractor and accepted by the City of Newark. What is the duration of the temporary sidewalk repair that the Contractor will assume to cover the cost of Permit Fees and Deposit? Or will the NJSDA assume the Permit Fees and Deposit cost for the duration of the temporary sidewalk repair?

Answer: The Contractor should assume the appropriate duration that is required to perform the scope of work. NJSDA does not control the Contractor's means and methods, and has not imposed a specific sequence of work or a schedule of activities. See also Answer No. 13, above.

25. **Question:** Is the Contractor required to remobilize and permanently replace the sidewalk with concrete?

Answer: See response to Question No. 13 above.

26. **Question:** In addition to the aforementioned, the City of Newark, NJ standards specify the replacement of concrete sidewalks with "A 36 inch wide detectable warning strip is also required anywhere a walkway crossed or adjoins a vehicular way and the walking surface is not separated by a curb, railing or other element". Further, "In July 2004 NJDOT released a "Baseline Document Change" amending the standard state specification for curb ramps to require detectable warning strips at both curb ramps and other blended transitions. As a result, these strips are beginning to appear in new construction and reconstruction projects in New Jersey". We have identified at least 13 locations, (10 each on Block 929 and 3 each on Block 922, Lot 3), particularly on depressed curbs, where detectable warning strips will be required. Please confirm that detectable warning strips are to be included should NJSDA require permanent concrete sidewalk replacement as part of the base bid in lieu of temporary sidewalk repair.

Answer: See response to Question No. 13 above. Sidewalks are being repaired, not replaced. It is anticipated that warning strips will be installed when the sidewalks are replaced as part of the school construction project.

27. **Question:** Sheet No. 7 of 8 and 8 of 8 show the proposed excavation limits and depths. Please confirm that the excavation depths are based on the existing grade shown on Sheet No. (1 of 1) 2 of 8, Topographic Survey. For example, Section R on Sheet No. 7 of 8 indicate "Remaining Soil To 7'-0" Below Grade" and Area "C" on Sheet No. 8 of 8 is noted to "Excavate and Dispose Impacted Soil from Surface Grade to an average depth of 7'". As Sheet 2 of 8, Topographic Survey indicates a depressed existing grade on the northeastern section, which is ~6' deeper than the rest of Section R and/or Area "C", please confirm if the excavation depth on that depressed existing grade is to be 7' below existing grade and not to a specific elevation.

Answer: For purposes of bidding, the Contractor shall assume the excavation depths are based on the existing grade shown on Sheet No. (1 of 1) 2 of 8, Topographic Survey. Final excavation depths are estimated, subject to final approval by the LSRP.

28. **Question:** Sheet No. 7 of 8 Excavation Limits, particularly for Section R and adjoining northwest half of the property, have changed. However, the "Subsurface material excluding unique soil areas as shown on Drawing 8" Table, which indicated the "Approximate Volume (CY)" and "Estimated Tons" remain the same. Please clarify.

Answer: The contractor shall bid on the amounts listed in the PPUP.

E. CHANGES TO PREVIOUS ADDENDA:

1. Modifications to Attachments to Addendum #1:

- a. Attachment 1.1 to Addendum #1 shall be modified to change the responses to bidder questions 56 through 61 as follows:

56. **Question:** Does the PLA cover heavy/highway trades?

Answer: Refer to Project Labor Agreement (PLA) for signatories. Refer to the list of affiliates and members of the NJ Building and Construction Trades Council, as identified on the BCTC website, attached here to as Attachment 3.1.

59. **Question:** Please identify the specific unions that have signed the PLA (i.e., local#).

Answer: Refer to Project Labor Agreement (PLA) for signatories. Refer to the list of affiliates and members of the NJ Building and Construction Trades Council, as identified on the BCTC website, attached here to as Attachment 3.1.

60. **Question:** Please clarify if any teamsters are party to the PLA.

Answer: No. Refer to Project Labor Agreement (PLA) for signatories. Refer to the list of affiliates and members of the NJ Building and Construction Trades Council, as identified on the BCTC website, attached here to as Attachment 3.1.

- 61. **Question:** Please confirm if Dock builders Local II 56 (sheeting installation) are signatories to the PLA.

Answer: No. Refer to Project Labor Agreement (PLA) for signatories. Refer to the list of affiliates and members of the NJ Building and Construction Trades Council, as identified on the BCTC website, attached here to as Attachment 3.1.

- b. Attachment 1.3 to Addendum #1 shall be modified to change the responses to bidder questions as follows:

- 12. **Question:** Please provide Schedule A as referenced in the PLA.

Answer: Schedule A to the PLA is the applicable local collective bargaining agreements entered into and maintained by the Local Unions that are *signatories parties* to the PLA Agreement. Please contact the individual Local Unions or the Building Trades Council for copies of such applicable collective bargaining agreements.

F. ATTACHMENTS


- 3.1 List of members and affiliates of NJBCTC.

G. 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 Director
Date 10/9/13

Addendum #3

New Jersey Schools Development Authority
Office of Procurement
1 West State Street
Trenton, NJ 08625
Phone: 609-341-5564
Fax: 609-656-7238

DATE: October 9, 2013
PROJECT #: NE-0003-N01 RB1
Newark South Street ES Early Site Package
DESCRIPTION: Addendum # 3

Acknowledgement of Receipt of Addendum

Contractor hereby acknowledges the receipt of this Addendum by signing in the space provided below and returning via fax to (609-656-7238) or E-mail (nkathiari@njsda.gov).

Signed acknowledgements must be received prior to the Bid Due Date. Acknowledgement of the Addendum must be made in Section E.6 of the Price Proposal Submission.

Signature

Print Name

Company Name



New Jersey State Building & Construction Trades Council

William T. Mullen
President

OVER 100 YEARS STRONG

David Critchley
Secretary-Treasurer

Affiliates

The New Jersey Building and Construction Trades Council coordinates activity and provides resources to 15 affiliated trades unions in the construction industry.

- Home
- About Us
- Affiliates
- Member Info
- YTTW
- NJ H2H
- Contact Us

County Councils:

Atlantic, Cape May and parts of Burlington,
Ocean and Cumberland Counties B&CTC
Bergen County B&CTC
Union County B&CTC
Essex County B&CTC
Hudson County B&CTC
Mercer County B&CTC

Middlesex County B&CTC
Monmouth County B&CTC
Morris County B&CTC
Passaic County B&CTC
Somerset & Vicinity B&CTC
United Camden & Vicinity B&CTC
Warren County B&CTC

Local Affiliates:

BAC / ADC of NJ
Bricklayers Local 2
Bricklayers Local 4
Bricklayers Local 5
Boilermakers Local 28
Carpenters, Northeast Regional Council
Carpenters Local 253
Carpenters Local 254
Carpenters Local 255
Carpenters Floorlayer Local 251
Cement Masons Local 592
Dockbuilders Local 1456
Dockbuilders Local 454
Elevator Constructors Local 1
Elevator Constructors Local 5
Glaziers Local 252
Electrical Workers Local 102
Electrical Workers Local 164
Electrical Workers Local 269
Electrical Workers Local 351
Electrical Workers Local 400
Electrical Workers Local 458
Iron Workers Local 11
Iron Workers Local 36
Iron Workers Local 45
Iron Workers Local 68
Iron Workers Local 350
Iron Workers Local 373
Iron Workers Local 399
Iron Workers Local 480
Iron Workers Local 483
Iron Workers DC of Philly
Insulators Local 14
Insulators Local 32
Insulators Local 42
Insulators Local 89
Laborers Local 222
Laborers Local 325
Laborers Local 394
Laborers Local 415
Laborers Local 592

Laborers Local 593
Laborers Local 594
Laborers Local 595
Laborers Local 1153
Laborers DC-Central NJ
Laborers DC-Northern NJ
Laborers DC-Southern NJ
Laborers NJ State Council
Laborers Hudson County DC
Marble Cutters Local 4
Laborers H&G Constr DC Local 172
Laborers H&G Constr DC Local 472
Operating Engineers Local 2
Operating Engineers Local 825
Operative Plasterers Local 8
Operative Plasterers Local 29
Painters DC 711
Plumbers Local 24
Plumbers & Pipefitters Local 9
Plumbers & Pipefitters Local 322
Roofers Local 4
Roofers Local 8
Roofers Local 10
Roofers Local 30
Sheet Metal Workers Local 19
Sheet Metal Workers Local 22
Sheet Metal Workers Local 25
Sheet Metal Workers Local 27
Sheet Metal Workers Local 137
Sprinkler Fitters Local 669
Sprinkler Fitters Local 692
Sprinkler Fitters Local 696
Steamfitters Local 475
Teamsters Local 331
Teamsters Local 469
Teamsters Local 560
Teamsters Local 676
Tile Helpers Local 77
Tile Layers Local 52
Tile Marble & Terrazzo Local 7



New Jersey State Building & Construction Trades Council
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