



Addendum # 2

New Jersey Schools Development Authority
Office of Procurement
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Date: January 10, 2013
PROJECT #: NE-0013-B01
New Oliver St. Elementary School

DESCRIPTION: Addendum # 2

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

A. CHANGES TO THE PROCUREMENT PROCESS:

1. Not applicable.

B. CHANGES TO THE PROJECT MANUAL:

1. Volume 1 - Design-Build Agreement

a. **REVISE:** Section 5.15 (Submission of Certified Payroll Records) shall be revised as follows (additions in **bold and underlined** text; deletions in *strikethrough and italics*):

5.15 Submission of Certified Payroll Records

The Design-Builder shall submit to the Authority certified payroll records for each payroll period within ten (10) days of payment of wages, in accordance with N.J.A.C. 12:60-5.1 **and N.J.A.C. 19:39-2.1(b)5. In no event shall certified payroll records be submitted later than the seventh business day of the month following payment of wages, if such payroll records are submitted with the monthly workforce report, Form AA-202, required by N.J.A.C. 19-2.1(b)4.** The certified payroll records shall be submitted **to the NJSDA's Vendor Services Division** ~~with the Design-Builder's invoices for payment;~~ in a form acceptable to NJSDA, ~~and shall be provided on DVD~~ **which may include electronic** media, in



a manner accessible to the Authority. The Authority shall have the right to request paper copies of certified payroll records at any time, and the Design-Builder shall produce such records within five (5) days of a request from the Authority.

- b. **REVISE:** Section 16.7 (Mandatory Compliance with Law) shall be revised to add the following additional subsection 16.7.8, after subsection 16.7.7 (Prevailing Wage) as follows:

16.7.8 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.



2. Volume 1 Division 1—General Requirements

a. REVISE: Section 01010 shall be revised as follows (additions in **bold and underlined text**; deletions in *strikethrough and italics*):

- 1.7 A. General: During the construction period, the Design-Builder shall have use of the premises for construction operations, including use of the site as *limited by phased areas* indicated on documents.
- B. Use of the Site: Confine operations to areas within *phasing and* contract limits indicated. Do not disturb portions of the site beyond the areas in which the Work is indicated.

b. REVISE: Section 01010 shall be revised as follows (additions in **bold and underlined text**; deletions in *strikethrough and italics*):

2.1.A

1.1 The following products or manufacturers have been approved by the Authority for proprietary specification and use in this Project:

- 1. Exit devices: Von Duprin.
- 2. Door closers: LCN.
- 3. Locksets and keying: Schlage Primus.
- 4. Security system: DSC/Digital Security Controls
- 5. **Public address/clock system: Bogen.**
- 6. **Fire alarm system: United Technologies Corp/Edwards.**

c. REPLACE: Replace Section 01900, Commissioning, in its entirety with Section 01900, Commissioning (Revised) dated 1/7/13, attached herewith as Attachment 2.1.

d. REVISE: Section 01500 shall be revised as follows (additions in **bold and underlined text**; deletions in *strikethrough and italics*):

- D. Field Office and Equipment for use by the Authority:
Item: Trailer, Provided By: Design-Builder, Quantity: ~~2~~ 1 (1 *each* for both Authority and CM use), Quality Level: 12'x60'; dual lockable with window protection.



3. Volume 2 Performance Specifications

- a. **REPLACE:** In Section C2000.00, Interior Finishes, replace the Interior Finish Schedule with Interior Finish Schedule (Revised) dated 1/7/13, attached herewith as Attachment 2.2.
- b. **ADD:** In Section D5040.40 Exterior Area Lighting, **PRODUCTS**, add the following:
- A.3. Basis of Design
 - d. Canopy luminaires: BetaLED CAN-304, 4300K.
 - e. Building signage lights: CALI ALS450, 3500K.
- c. **ADD:** To Section D6000.00 Communications, add Table D6000.00 Communications Responsibilities, attached herewith as Attachment 2.3.
- NOTE:** Notwithstanding other Project Requirements, the Design-Builder's responsibilities shall include those listed in the attached Table D6000.00.
- d. **ADD:** In Section D6000.00, Communications, **PRODUCTS**, add the following:
- A.1.b. Public Address/Clock System: Bogen.
- e. **ADD:** In Section D7050.00, Detection and Alarm, **PRODUCTS**, add the following and renumber following paragraphs accordingly:
- A. Proprietary Specifications
 - 1. The following products or manufacturers have been approved by the Authority for proprietary specification and use in this Project:
 - a. Fire alarm system: United Technologies Corp/Edwards.
 - 2. Subject to compliance with codes and all project requirements, the Design-Builder is required to use the indicated products or manufacturers and to verify compatibility with the school district's existing systems.
- f. **REPLACE:** In Section B2010.00, Exterior Walls, **PRODUCTS**, replace CMU Type 2 with the following:
- A.1.b. Type 2: Primary Veneer for Academic Wing Building Primary Enclosure, (above the first floor window head trim band typically), Second Floor Corridor, Stair #1 and Tech Lab Enclosure, Trenwyth



Industries, Mesastone, (Textured Masonry Face Units): Color: Colonial Red, Typical Size 4F: Actual 3- 9/16"x 7- 5/8" x 15- 5/8", (Nominal 4"x 8"x 16").

- g. **ADD:** In Section B2010.00, Exterior Walls, **PRODUCTS**, add Metal Coping Type MC-2 as follows:

 - A.3.a. MC-3: Finish color of aluminum to match Trendwyth Trendstone Plus Color within the limits of PPG Duranar 2-coat system durable color pigments: Williamsburg Grey.

- h. **REPLACE:** In Section D3000.00, Heating, Ventilation and Air Conditioning (HVAC), **PERFORMANCE**, replace Paragraph A.8.c.(2)(c) with the following:

 - A.8.c.(2)(c) Boiler room shall be provided with Gas Leak Detection Alarm System and Carbon Monoxide (CO) Detection and Alarm System.

- i. **ADD:** In Section D3010.00, Facility Fuel Systems, **PERFORMANCE**, C. Health and Safety, add the following:

 - 5. Gas Leak Detection
 - a. Provide gas leak detection for incoming gas meter room and all mechanical spaces and other spaces with gas service and where required by code.
 - 6. Carbon Monoxide Detection
 - a. Provide carbon monoxide detection for all mechanical spaces and other spaces with permanent gas fired equipment..

- j. **ADD:** In Section D5040.10 Lighting Control, **PRODUCTS**, B. Network & Control, add the following and renumber following paragraphs accordingly:

 - 2. Provide an interface device for connection to a USB port on any computer running on the school's network.
 - 3. Provide secure, restricted-access software using intuitive graphics, providing identification of system settings and permitting users to identify, modify and store settings and reconfigurations of lighting devices.



- k. **ADD:** In Section F1020.60, Manufactured Canopies, **PRODUCTS**, add the following:
- B.4.f. MP-6 (Canopy at Loading Dock): Black.
- l. **ADD:** In Section F1020.60, Manufactured Canopies, **METHODS OF CONSTRUCTION**, add the following:
- C.3. Construct drainage leaders within structural elements for protection to direct drainage to below-grade drainage structures.
- m. **ADD:** In Section D3000.00, Heating, Ventilation and Air Conditioning (HVAC), **PRODUCTS**, H. Fan Coil Units, 1. Basis of Design, add the following:
- d. Temspec Inc.
e. IEC (International Environmental Corp.)
- n. **ADD:** In Section B2010, Exterior Walls, **PERFORMANCE**, B. Amenity and Comfort, add the following:
4. Acoustical Performance: Provide acoustical insulation and sealant around the full perimeter of all exterior door and window frames and other penetrations through exterior walls.
- o. **ADD:** In Section B2020, Exterior Windows, **PERFORMANCE**, B. Amenity and Comfort, add the following:
3. Acoustical Performance: Provide laminated glass at the interior pane of all exterior windows.
- p. **REPLACE:** In Section B2050, Exterior Doors, **PRODUCTS**, replace B. Main Entrance Doors with the following:
- B. Main Entrance Doors.
1. Provide the following:
- a. Thermally broken heavy-stile aluminum doors and frames with standard upper and lower glazed panels.



- q. **REPLACE:** In Section B2050, Exterior Doors, **PRODUCTS**, replace M. Door Finish Schedule with the following:
- M. Door Finish Schedule
1. Basis of Design: PPG Duranar fluoropolymer coatings; colors to match adjacent canopies based on Benjamin Moore colors as follows:
 - a. MP-1 (Yellow): Amarillo #320.
 - b. MP-2 (Lavender): Mighty Aphrodite #1397.
 - c. MP-3 (Light Mint Green): #550.
 - d. MP-4 (Orange): Orange Appeal #124.
 - e. MP-5 (Blue): Sea to Shining Sea # 789.
 - f. All other exterior doors: Briarwood.
- r. **REPLACE:** In Section G2010, Roadways, **PERFORMANCE**, A. Basic Function, replace #4 with the following:
1. Where roadways are within or abutting a public right-of-way, comply with standards and requirements of authorities having jurisdiction and the following:
 - a. Replace all sidewalks and curbing surrounding the project site in accordance with local requirements for streetscape.
 - b. In conjunction with replacement of sidewalks and curbing and construction of new driveways, saw cut a minimum width of 2 feet of adjacent roadway pavement and repave to match existing road construction.
 - c. Reconstruct all catch basins and replace all curb inlets and related structures adjacent to the site, in a manner compliant with all local standards and requirements.

**C. CHANGES TO THE DRAWINGS:**

1. **REPLACE:** Drawing A-5-1 Elevations, dated November 29, 2012, issued herewith as Attachment 2.9. All other plans, sections and elevations are modified accordingly by implications.
2. **REPLACE:** Drawing A-5-2 Elevations, dated November 29, 2012, issued herewith as Attachment 2.10. All other plans, sections and elevations are modified accordingly by implications.
3. **REPLACE:** Drawing A-5-3 Elevations, dated November 29, 2012, issued herewith as Attachment 2.11. All other plans, sections and elevations are modified accordingly by implications.
4. **REPLACE:** Drawing A-8 First Floor Finish Pattern, dated November 29, 2012, issued herewith as Attachment 2.12. All other plans, sections and elevations are modified accordingly by implications.
5. **REPLACE:** Drawing A-9-Second Floor Finish Pattern, dated November 29, 2012, issued herewith as Attachment 2.13. All other plans, sections and elevations are modified accordingly by implications.

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

1. **Question:** Spec 01500 page 2 calls for trailers 1 for the CM & 1 for the SDA is this correct?
Answer: The Specification has been revised; see Item B.2.d (above).
2. **Question:** Is there a proprietary spec. for the FA & BMS system?
Answer: Yes, Fire Alarm and Building Management Systems are included in the proprietary document. See Item B.3.e (above).
3. **Question:** Is there any data available about the new fill being brought into the site and its bearing capacity?
Answer: See Attachments 2.5- 2.7.
4. **Question:** We understand that the existing building was recently demolished. Were all foundations, basements, floors, basement floors, and utilities and underground structures removed?



Answer: Concrete foundation including partial basements when encountered were removed during building demolition. Remaining known concrete that was not removed is mapped and shown in the Post Demolition Site Conditions Report.

5. **Question:** Was the previously demolished building supported on piles and if so were the piles completely removed or were the cut off at a certain depth?

Answer: Concrete foundation including partial basements when encountered were removed during building demolition. Remaining known concrete that was not removed is mapped and shown in the Post Demolition Site Conditions Report.

6. **Question:** What material was used for backfilling operations? Can we consider the material used was certified clean to meet residential direct contact criteria? How was it compacted? Is there any as-built documentation and photos of demolition and restoration at different stages?

Answer: Refer to response to Question #22 below.

7. **Question:** Is the EO 215 prepared earlier available for review and is an update required?

Answer: The EO 215 Report previously prepared will not be made available for review, no update is required.

8. **Question:** Can an alternate system for exterior wall construction such as cold formed metal framing backup for masonry veneer exterior walls?

Answer: Exterior wall construction consistent with NJSDA Materials & Systems Standards is permissible. See Section C1010.00 for additional information.

9. **Question:** What systems and materials can be considered for substitution and what systems and materials are considered unalterable.

Answer: The Material and Systems Standards allows for alternative systems contingent upon compliance with performance specifications.

10. **Question:** Will auto-cad drawings be provided for the schematic design to the selected Design/Build Team?

Answer: Yes.

11. **Question:** Will the NJSDA design manuals (Materials and Systems Standards & Construction Details Manual) be used as the only guiding force in materials and



systems selection for items not included in the schematic design drawings and project manual?

Answer: Yes, the Materials and Systems Standards and the Construction Details Manual are part of the Design Build Information Package and all of the requirements must be satisfied.

12. **Question:** For scheduling purpose, could NJSDA provide the date for oral interview by design build teams?

Answer: Not at this time.

13. **Question:** Does the design-build contractor have the latitude to select heating/cooling design other than what is in the documents if additional LEED points and higher efficiencies are achieved?

Answer: The Design-Build Information Package describes the basic HVAC components and system types that the Design-Build Contractor shall use in the Project. Note specifically the HVAC Systems Descriptions in Section D3000.00 of the Performance Specifications. Selection of particular units or models within the basic system types described may be made in the interest of greater efficiency and additional LEED credits.

14. **Question:** Does the design-build contractor have the latitude to select HVAC, electrical, plumbing and/or fire protection systems other than what is in the documents in order to reduce cost if we can show performance equal to or better than the systems specified?

Answer: The design solution shown in the Design-Build Information Package is schematic in nature and for reference only. The solution represents the Project's design goals, and has received preliminary approval from the New Jersey Department of Education. Substantive deviations from the design solution shown in the Design-Build Information Package must comply with all codes and project requirements and must be approved by the Authority during the preliminary Design Phase. In its sole discretion the Authority may seek re-approval of any such deviations by the Department of Education and/or Newark Public Schools before granting its approval. No extension of the Contract Time will be granted to the Design-Builder in connection with any such approvals or re-approvals.

15. **Question:** Please confirm that the Design-Build Contractor is responsible for full LEED certification, including all costs associated with a commissioning agent and all fees for the SGBC/documentation costs.



Answer: Yes.

16. **Question:** Specification section D3000 calls for DX cooling in the kitchen hood makeup air unit. This is highly unusual, please confirm.

Answer: DX cooling is required for the Kitchen air handling unit. Refer to Performance Paragraph A.7.d (13)(a)(i) in Section D3000.00 of the Performance Specifications.

17. **Question:** What is the site's "Site Class" for use in determining the Seismic Design Category in accordance with the IBC 2009.

Answer: The selected Design-Builder's Design Consultant is responsible for determining the Seismic Design Category for the Project.

18. **Question:** Will the bid due date be extended?

Answer: No.

19. **Question:** As part of existing building demolition were all foundation and basement/cellar floor removed? Was building supported by pile foundation? Were they removed entirely?

Answer: Concrete foundation including partial basements when encountered were removed during building demolition. Remaining known concrete that was not removed is mapped and shown in the Post Demolition Site Conditions report.

20. **Question:** Bridging document recommends use of CAP. Does this mean still contaminated material is present on site and all air monitoring for community and PPE is required during construction?

Answer: An environmental cap is required by the project LSRP. Please refer to the various environmental reports for the type of contamination that is anticipated to remain on site. Design Builder is responsible for any and all adjustments to means and methods as a result of handling, transporting or disturbing contaminated materials.

21. **Question:** Should EO 215 be prepared now or earlier EO 215 is valid? Due to close proximity of railroad and airport, should any noise attenuation requirements be met?

Answer: Refer to response to Question #7.



22. **Question:** Can we consider backfill placed is suitable to provide adequate bearing for building & ancillary structures? Will SDA provide as-built documentation and photos of demolition and restoration at different stages?

Answer: Design Builder should review the geotechnical materials provided in conjunction with the backfill work done under remediation contract to develop engineered solutions for foundations. Additional information regarding site backfilling is available within the Post Demolition Site Conditions Report.

23. **Question:** Please confirm that we are to use the drawings dated 11/29/12 (issued for bidding) in lieu of 11/9/12 (DOE Submission).

Answer: Yes.

24. **Question:** Due to the recent holidays schedule and the absence of subcontractors and material suppliers during this time, a minimum extension of time for two weeks is requested for the bid due date. The time extension would allow for a more cost competitive and responsive bid proposal. The added time would allow for small business participation by overcoming their lack of quality time with the bid documents.

Answer: No.

25. **Question:** Confirmation is requested that the seismic site exposure category "E" is required for this project. Confirm or specify the requirement.

Answer: Refer to response to Question #17.

26. **Question:** The soil boring logs show low blow counts below the ground water location indicating that the soil's liquefaction may contribute to the design of the foundation system. Clarification to the geotechnical reports is requested which specifically addresses the design concerns with liquefaction at the project site due to the lack of geotechnical information provided in the bid documents.

Answer: The design builder is responsible for design of foundations that address all building code and constructability issues including but not limited to potential liquefaction. The designer shall review the confirmatory borings against the Design Builders foundations design and determine necessary adjustments to account for this issue, if warranted.

27. **Question:** The bid documents state that the project site remediation has been completed by others. Clarification is requested as to the manner in which the NJSDA will



resolve additional costs associated with excavation and removal of underground obstruction old footings, foundations, sub-surface containment tanks, and the like during the new construction. Identify the potential risks associated with such obstructions including environmental concerns.

Answer: Location of known concrete footings to remain onsite are shown in the Post Demolition Site Conditions Report along with areas previously excavated by NJSDA for remediation purposes. Contractor is responsible for all costs associated with construction of the new school and should plan accordingly for potential risks typically associated with redevelopment projects. Design Builder may review existing environmental reports and limits of disturbance performed to adequately estimate their risk.

28. **Question:** Confirmation is requested that the NJSDA is responsible for all utility connection fees with the utility service authorities including, but not limited to gas, water, sewer, electric, and all required metering connection costs for these services.

Answer: Answered in Addendum #1, Question #11.

29. **Question:** During the design of the structure for the gym and cafeteria, the bid documents do not show sufficient number of support columns. Confirmation is requested to allow that columns can be added to provide for the structural support in the cafeteria.

Answer: The Design-Builder is responsible for the structural design of the Project and may include columns as deemed necessary, subject to compliance with all other project requirements.

30. **Question:** The bid documents show a floor to floor height of 16-ft. Can the structure be shortened to allow for a 14-ft floor to floor height to reduce the amount of interior and exterior finishes which is not needed to make the building cost efficient?

Answer: Floor to floor heights may be reduced subject to compliance with all other project requirements including, but not limited to, ceiling heights and equipment clearances.

31. **Question:** The fire water service data presented in the bid documents appear to be extremely high and not in line with known street supplied water pressures in the area. Confirmation of the data or a current street supply fire water supply pressure is requested.

Answer: The City of Newark maintains a high pressure and low pressure water system. The Design Builder is responsible for designing the water service connection for



domestic and fire protection purposes along with obtaining necessary local, state, and federal permits to facilitate the connections.

32. Question: Clarification of the floor and base finish for all other rooms which do not receive VCT as indicated on the floor pattern drawings for the 1st 2nd and 3rd floors is requested. Confirm the height of the vinyl base - 4" or 6".

Answer: See Section C2000.00, Interior Finish Schedule for floor finish materials and Educations Specifications, B-7. The vinyl base is to be 4" high.

33. Question: Clarification is requested for the ceiling types and support systems.

Answer: Ceiling types are specified in the Educational Specifications, B-5.

34. Question: Confirmation of the ceramic tile requirements, namely, floor, wall, and wainscot height in all student, staff, and faculty rest rooms is requested.

Answer: Refer to Performance Specification Section C2000.00 Interior Finish Schedule (Revised) dated 1/7/13.

35. Question: Clarification of the details of the type of cast stone is requested.

Answer: Cast stone details are to be determined by the Design-Builder Design Consultant.

36. Question: Confirmation of the minimum required LEED certification status is requested.

Answer: Yes, LEED Certification is required.

37. Question: Confirm that the small room south of the 3rd floor girls toilet room is a janitors closet and should be labeled room B-312-E.

Answer: The room south of the Girls Toilet Room B-308 is labeled as Closet B-311H and is intended as general building storage.

E. CHANGES TO PREVIOUS ADDENDA:

1. Not applicable.

**F. ATTACHMENTS:**

1. Attachment 2.1 Procedural Specification Section 01900, Commissioning, dated 1/7/13.
2. Attachment 2.2 Performance Specification Section C2000.00 Interior Finish Schedule (Revised) dated 1/7/13.
3. Attachment 2.3 Performance Specification Section D6000.00 Communications Table.
4. Attachment 2.4 02300-02-Rev01 Tilcon Mt. Hope information
5. Attachment 2.5 Compaction Reports – Areas A
6. Attachment 2.6 Compaction Report – Areas F, G, I, J, 3
7. Attachment 2.7 Compaction Report – Areas C, D, E, H, K, L
8. Attachment 2.8 FINAL Post Demolition Site Condition Report 010813
9. Attachment 2.9 Sheet A-5-1 Elevations Addendum #2, dated Nov. 29, 2012, Rev. 1/10/13
10. Attachment 2.10 Sheet A-5-2 Elevations Addendum #2, dated Nov. 29, 2012, Rev. 1/10/13
11. Attachment 2.11 Sheet A-5-3 Elevations Addendum #2, dated Nov. 29, 2012, Rev. 1/10/13
12. Attachment 2.12 Sheet A-8 First Floor Finish Patterns Addendum #2, dated Nov. 29, 2012, Rev. 1/10/13
13. Attachment 2.13 Sheet A-9 Second Floor Finish Patterns Addendum #2, dated Nov. 29, 2012, Rev. 1/10/13
14. Attachment 2.14 Proprietary Items Letter
15. Attachment 2.15 Federal Prevailing Wage Determination Report



G. SUPPLEMENTAL INFORMATION:

1. The Project is to comply with the City of Newark Engineering Department Standards. These standards may be obtained from Ms. Beth Tanzosh, Principal Planner, PP/AICP, Newark Department of Engineering, 255 Central Avenue, Newark, NJ 07102, 973-733-4300, tanzoshb@CI.Newark.Nj.US.
2. Acoustical Performance: Provide the acoustical equivalent of minimum 2 layers of 5/8" fiberglass mat gypsum roof board as a component of all roofing systems.

Basis of Design: DensDeck.

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 Project Officer 1/10/2013
Date



Addendum #2

New Jersey Schools Development Authority
Office of Procurement
1 West State Street
Trenton, NJ 08625
Phone: 609-292-8775
Fax: 609-656-4642

Date: January 10, 2013
PROJECT #: NE-0013-B01
New Oliver St. Elementary School
DESCRIPTION: Addendum # 2

Addendum No. 2

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 (609-656-4642) or E-mail (djohnson@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

Date