

<Addendum>

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Date: May 1, 2009

PROJECT #: NE-0067-B01

DESCRIPTION: Elliott Street School

RFP Addendum No. 2

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

General

2.01. This Addendum No. 2 will be followed by a further Addendum No. 3 providing responses to the remaining unanswered RFI's, as well as the Authority's revisions to documents in response to initial feedback from DOE. These revisions consist of minor modifications to the floor plans, educational specifications, and building space program. The revised documents will be submitted to DOE for final review and PEC approval, and will be made available to all bidders for incorporation in their technical and price proposals.

2.02. Related to the disposition and conditions of the existing properties and the current demolition / site remediation underway, various environmental reports and other documents were prepared by various consultants under contract to NJSDA. These reports and documents, as listed below and in the responses to follow, will be provided under separate cover by NJSDA as if incorporated herein;

- Environmental Screening Report (October 2006)
- Preliminary Assessment Report (November 2006)
- Site Investigation Report (May 2008)
- Property Acquisition and Environmental Cost Estimate Reports (PAECERs)
- Pre-Demolition boundary and topographic surveys
- NJDOE Land Acquisition Checklist
- Executive Order 215 Report

- Preliminary Geotechnical Report (March 2007)
- Draft Remedial Action Work Plan (RAWP) (April 2009)
- Pertinent sections of the contractual documents for the demolition and earthwork of the existing properties, including; a copy of the demolition plans and specifications, and the contract amendment that provided for compaction of soils.

RFP

- 2.03. Cover – **Change** Due Date to Wednesday, June 3, 2009
- 2.04. Page 7 of 11, 1.8 Schedule – **Change** RFP Technical Proposals Due to June 3, 2009
- 2.05. Page 7 of 11, 1.8 Schedule – **Change** Evaluation of RFP; Conduct Interviews (SDA & District) to June 17, 2009. Price Proposals are therefore also due on June 17, 2009, in the manner specified in Section 2.2 of the Request for Proposals.
- 2.06. Page 7 of 11, 1.8 Schedule – **Change** Notice of Award to Design-Builder to July 8, 2009.
- 2.07. Page 7 of 11, 1.8 Schedule – **Change** Receipt of post-award information from design-builder to July 21, 2009.
- 2.08. Page 7 of 11, 1.8 Schedule – **Change** NTP to August 10, 2009
- 2.09. Page 7 of 11, 1.8 Schedule – **Change** Substantial Completion of the Project to May 1, 2012.
- 2.10. Page 7 of 11, 1.8 Schedule – **Delete** “NOTE: Each bidder shall submit an alternate bid for achieving Substantial Completion of the Project on or before June 1, 2011.” in its entirety.

Volume 1

- 2.11. In Design-Build Instructions to Bidders, under 4.1 B, delete:
- N.J. Division of Purchase and Property “Two-Year Chapter 51/Executive Order 117 Vendor Certification & Disclosure of Political Contributions” and “Ownership Disclosure Form” as prescribed by Public Law 2005, Chapter 51 (N.J.S.A. 19:44A-20.13-20.25, superseding Executive Order 134 (2004)) and as amended by Executive Order 117 (2008).
- Note:** All requirements of Instructions to Bidders Section 6 – Contract Award and Execution remain unchanged.
- 2.12. In Section 01010 – Summary of Work, 1.5 ALTERNATES, **Delete** “1. Alternate No. 1: Achieve Substantial Completion June 1, 2011 in lieu of November 1, 2011. Indicate ADD or DEDUCT in Proposal.” in its entirety. **Accordingly, NO Alternates are specified.**

Volume 2

2.13. Section D3 – HVAC – Heating, Ventilating, and Air Conditioning
Page D3-2, Performance, B.3.a – **Add** the following sentence – “Provide noise dampening blankets or similar treatment for all compressors to reduce airborne noise from compressors.”

2.14. Responses to Previously Un-Answered Request(s) for Information (RFI)

1.44. What level of flexibility will the SDA allow / consider with respect to the bridging document's stated design elevations, details and proposed systems?

Answer: During the evaluation of Technical Proposals, the Authority will not consider in its evaluation process any deviation from the Bridging Architect's design elevations, details and proposed systems, in order to maintain a “level playing field” for evaluation of all Design-Build Teams. However, once an award has been made to a selected Design-Build Team, the winning Design-Build Team may propose variations from the Bridging Architect's design elevations, details and/or proposed systems, though the Design-Builder's proposed variations must be accepted by the Authority, must satisfy the Performance Specifications (or receive explicit authorization from the Authority to deviate therefrom), and the Design-Builder must recognize that any such variations to modify plans, details or systems approved by DOE are undertaken at the Design-Builder's own risk, in that the Design Builder is responsible for securing any further or additional approvals from DOE required as a result of design changes to documents previously approved by DOE.

1.47.1 Might the SDA consider registering the project with USGBC in advance of the D/B award in that the USGBC program requirements are proposed to change in June 09?

Answer: SDA will register the Project with the USGBC in advance of the award of the Design-Build Contract, in order to permit evaluation and certification of the Project under LEED for Schools v.2 (2007) standards. Requirements for Design, Construction, Documentation, and Certification under the D-B Agreement, Article 3.16 remain the responsibility of the Design-Builder.

1.52. The spirit of the questions utilized in the Technical response evaluation contrast with the extensive documentation provided. Please clarify each of the following:

- a. How much latitude exists to modify the proposed performance spec options, specified systems and plans, especially when examined in light of all of the five Technical points?

Answer: See response to Question 1.44, above

1.56. Who receives the financial benefit of the e rate rebate; the SDA, the District, or the Design Builder?

Answer: The SDA receives the financial benefit of any E-Rate rebate

1.59. RFP Article 1.1 requires that “in order for this Request For Proposal to be complete, the Authority must receive formal approval of the Project from the Project School District, in accordance with NJAC 6A:26, and NJDOE preliminary approval of the schematic plans and all related documents prepared by the Bridging Architect for the Project, which preliminary approval shall include the NJDOT preliminary project report and the NJDOE’s calculation of preliminary eligible costs for the Project, in accordance with NJAC 6A:26.” It indicates that “these approvals are expected shortly” and if they are not received the date of the Technical Proposals will be adjusted accordingly. What is the present status of these documents and any other approval which could impact the NTP date?

Answer: DOE Approval is still pending and preliminary project report and calculation of preliminary eligible costs is anticipated to be issued in Addendum No. 3

1.60. Design-Build Agreement dated April 2, 2009, Article 1.47 indicates that not only are the present Federal, State and local laws acts, statues, ordinances, codes, executive orders, rules and regulations applicable, but that “hereinafter” promulgated ones that apply to the contractor’s performance shall be required to be followed. We conclude that these “hereinafter” rules will be treated as a change order. Please confirm.

Answer: The question of whether or not the Design-Builder’s compliance with subsequently-promulgated rules or code changes will be treated as a change in the Work (or will be a matter for increased compensation) will involve a case-by-case analysis. For instance, the Design-Builder will be bound by the version of the Building Code that is in place at the time the Building permit is applied for. Depending on the length of the design period, the Design Builder may have ample notice of, and ability to accommodate in its drawings, relevant applicable code changes occurring during the design period in advance of the building permit application, and if so, the Design-Builder will not be entitled to receive additional compensation for inclusion or accommodation of such changes.

1.67. Are there any environmental reports or documents, surveys, etc. which apply to the work? The Design-Build Agreement on page 14 refers to a Remedial Work Plan for the site. Does one exist? If so, please provide it.

Answer: Environmental reports and other documents were prepared by various consultants under contract to NJSDA. These reports include an Environmental Screening Report (October 2006), a Preliminary Assessment Report (November 2006) and a Site Investigation Report (May 2008), all of which were prepared by PS&S. (See Item 2.01 Above)

In addition, PS&S also prepared Property Acquisition and Environmental Cost Estimate Reports (PAECERs), pre-demolition boundary and topographic surveys, a NJDOE Land

Acquisition Checklist, an Executive Order 215 Report, and a Preliminary Geotechnical Report. (See Item 2.01 Above)

A draft Remedial Action Work Plan (RAWP) was prepared by Whitman Companies and was submitted to NJSDA on April 24, 2009. This document is currently under review to ensure that it meets NJDEP's Technical Requirements for Site Remediation. (See Item 2.01 Above)

1.69. Please provide all contractual documents for the predecessor work particularly as it applies to excavated materials, backfill compaction, testing, OC reports, environmental issues found, quality of materials installed, elevations for the finished demolition surface, for the work as it has been actually been performed and approved. We do not have evidence in any contractual documents as to the quality of the recently performed work? Do we use the information provided in the present Soil Report even though the site has been disturbed?

Answer: Please refer to our response to item 1.67 with respect to the availability of environmental quality documentation for the site. Pertinent sections of the contractual documents for the demolition and earthwork will be provided, (See Item 2.01 Above). The backfill and compaction earthwork is currently underway as described in our response to question 1.81. The design builder should refer to the available geotechnical reports for informational purposes. An existing conditions report will be prepared upon completion of the earthwork, which is expected to be complete in September 2009.

1.71. Please see Article 9.5 Savings. In this paragraph and others the term "actual" cost of the services and work is referenced as opposed to the cost of work included in the bidder's GMP. Please explain how this use of the "actual" costs applies to this contract in determining "savings" and other issues regarding the ultimate "audit" referred to in later articles. (Compare Article 9.1 and 9.2 as well.)

Answer: The Cost of Work and Services shall be as defined in the winning Design-Builder's GMP, and by the Schedule of Values submitted by the Design-Builder and accepted by the Authority. Note that the Schedule of Values will be reviewed by the Authority to ensure that the Schedule of Values is not "front-loaded." "Savings" pursuant to Article 9.5 shall be achieved if the Design-Builder's invoiced cost for Work and Services is less than the costs anticipated and expressed in the Design Builder's GMP Proposal and/or the accepted Schedule of Values. The audit provisions of the Design-Build Contract are consistent with audit provisions in all other Authority contracts. As the owner of the project, the Authority maintains the right to audit and examine the records associated with each of its projects so that it can guard against potential financial fraud, waste or abuse on public projects.

1.74. What is the understanding of Article 15.22 of the Agreement and Article 15.13 as it applies to other consultants and design professionals Errors and Omissions Insurance?

Answer: Article 15.13 defines supplemental coverage (in addition to the Authority's OCIP coverage) required of the Design Builder and its subconsultants and subcontractors and Article 15.22 defines the insurance requirements for subconsultants and

subcontractors that are not eligible for OCIP. The Articles are consistent in that under Article 15.13, the Design Builder is required to secure supplemental insurance policies including Professional Liability Errors and Omissions coverage with a \$3 million value, while its subconsultants are required to maintain supplemental Professional Liability policies of \$1 million. Article 15.22 requires such subconsultants to obtain Professional Liability Errors and Omissions coverage in the amount of \$1 million. A subconsultant to the Design-Builder need only obtain a single Professional Liability policy in the amount of \$1 million in order to satisfy both of these sections.

1.80. At the pre-proposal meeting the bidders were advised that the SDA has not yet contracted for the complete demolition of the site. Please advise when the demolition and all of the accompanying earthwork will be complete since this will impact on the June ~ alternate bid date scheduling.

Answer: The SDA has contemplated a three-phase demolition process for the site. SDA has contracted for Phase 1 and Phase 2 demolition of the site. Phase 3 demolition is expected to be advertised for bid in May 2009. Phase 3 includes the remaining eight residential properties. The Phase 1 and Phase 2 building demolitions have been completed, and backfilling of Phase 2 demolition is complete. However, backfilling of the Phase 1 demolition area (the former school building location) is in progress, and is expected to be completed by the first week in June. A post-demolition site conditions report for Phase 1 and Phase 2 is under development by Whitman Companies. The Phase 3 demolition activities and a site conditions report relating to same are anticipated to be completed by **September 2009**.

1.81. Geotechnical - With the continued demolition operations being performed on the site, how should we determine the impact to the subsurface soils in relation to the Soils Report supplied in the RFP? What is the final grade of the site going to be upon completion of the demolition operations? Since the demolition work will not be completed prior to our submission of our proposal, performing any additional soils investigation will not be possible. Is there any additional soils information that can be provided at this time? Can the project specifications/requirements for the demolition contract be provided for reference?

Answer: On March 28, 2007, PS&S was retained by NJSDA to perform a geotechnical engineering feasibility investigation around the former school building. A copy of PS&S's report will be provided (See Item 2.01 Above). PS&S advanced three (3) soil borings around the former school building. The purpose of this feasibility investigation was to develop an understanding of geotechnical conditions that may affect the proposed development. The PS&S report describes in a general sense the earthwork needs of the site to support the project, and provides recommendations and suggestions for foundation design. This investigation was not intended to satisfy code requirements for foundation design.

According to an amendment to the contractual documents for demolition and earthwork, excavated concrete building foundation material is being crushed and augmented with the pre-existing soil materials to prepare the site for construction. Prior to using the concrete to augment pre-existing soils the concrete was tested according to NJDEP's guidance for

Sampling and Analysis of Concrete Designated for Recycling. A copy of the concrete testing results are included in the Draft Remedial Action Work Plan dated April 2009, (See Item 2.01 Above). The augmentation and backfill of the excavations is being done under the oversight of Licensed Professional Engineers from Whitman Companies and SOR Testing Laboratories, Inc., to ensure that the upper six feet soil column of the entire site is compacted to 95 percent of maximum density, as determined by ASTM 1557.

Upon completion of the demolition and backfill the final grade of the site will be equivalent to the sidewalk elevation.

Two additional geotechnical reports prepared for the Bridging Architect by KS Engineers, P.C., are available. The first report is titled Geotechnical Report for Elliott Street Elementary School dated July 2008 which was included in Addendum No. 1 (this document replaced the Preliminary Geotechnical Report dated May 2008 which was included in the original Design-Build Documents). The second report is titled Geothermal Engineering Report dated June 9, 2008, and was included in the original Design-Build Documents (Volume 3).

A copy of the demolition plans and specifications, and the contract amendment that provided for compaction of soils will be provided (See Item 2.01 Above).

1.84. GMP – How will the cost of work be determined in the GMP? What will be the billing format? If a General Contractor will be self-performing certain items of work, how will the billing for their work be determined? What involvement will the SDA have in the selection of subcontractors?

Answer: See Response to No. 1.71 above, re: determination of Cost of Work and Services. The billing format will be by invoice, similar to other SDA Projects, utilizing standard SDA forms 803, 803-A and utilizing form 810, Schedule of Values. Work self-performed by the Design-Builder should be billed in a manner consistent with the GMP and the Schedule of Values approved by the Authority. The Authority has no role in the selection of subcontractors; however please note that no subcontractor may be selected that is or has been subject to disqualification or debarment; all subcontractors are subject to Authority pre-approval before commencing work; and certain subcontractors are required to be prequalified by the Authority, as defined by statute and Authority regulations.

1.85. Windows – There is a reference to triple and double pane windows in the RFP documents. Please explain and/or provide a cross section of the window construction. There is a requirement for operable windows, however, there is no reference to where these windows will be required. The specifications call for a sliding window for the operable window. If internal blinds are required in the operable windows, sliding windows cannot be used. The operable windows could be changed to a project out or in window. Does the SDA want to have screens to be installed in these windows?

Answer: The Design Intent is that operable windows shall be provided for all occupied spaces with exterior walls as largely indicated in the building elevations provided with the bridging documents. Actual size, pattern, percent of daylight, opening dimensions, etc

– shall be part of the future design effort by the DB in conjunction with meeting the design intent, LEED for Schools, and all code requirements. The NPS would prefer sliding windows for ease of maintenance but also strongly prefers an internal blind system to allow ease of operation with minimal damage over time. The DB shall work with the SDA and NPS to provide a final design solution based on the criteria outlined above and in the bridging documents.

1.97. What is the exact approval process of the design between the D/B, NPS, SDA and the bridging architect. Will you please provide turnaround times on the approvals since we are being asked to price two different completion times.

Answer: Once the Design-Builder submits a design submission in accordance with the Design-Build Contract and/or the Design Manual, the Bridging Architect, the Authority, and NPS, as the Client School District, will engage in simultaneous review of the documents, and, based on the input from the various parties, the Authority will issue an acceptance or rejection of the design submission within fourteen calendar days. Note that this schedule presumes that relevant design issues are addressed timely in periodic design review meetings per the Design-Build Contract Documents. Furthermore, this schedule does not include or address any design document approvals required from other agencies such as DOE or DCA.

1.104. Is the LAN equipment part of contract or will it be purchased on state contract-then through E-rate filing?

Answer: Will be responded to in Addendum No. 3

1.106. Is the telephone system part of this contract or will it be purchase under state contract by NPSD & E-rate filings?

Answer: Will be responded to in Addendum No. 3

1.114. Will the security consoles be manned by security personnel or by SRO?

Answer: Will be responded to in Addendum No. 3

1.124. Is there a manned exterior security gate at the entrance to the property?

Answer: To the extent that this question relates to the time period during construction activities – it is the DB's responsibility to provide all site / project related security.

1.125. Is there a NPSD standard for Generator UPS or Local UPS for switches and LAN servers and equipment as well as security systems?

Answer: DB Performance Specification requires a building generator be provided as part of the DB scope of work. To the extent that individual systems require 'local' UPS systems to be determined and provided by SDA/NPS. Final confirmation of equipment and systems to be placed on building generator to be confirmed in early design phases.

1.126. Will screens be provided by others of classroom AV systems?

Answer: Projection Screens in classrooms are not required as the Interactive Boards (Smart Boards) are specified (also see answer to 1.162 below), and will be provided by the Authority in conjunction with NPS. Projection screens shall be provided at the Auditorium, Cafeteria, Media Center, etc.

1.127. Are wireless microphones necessary for classroom AV system?

Answer: Under the DB scope of work – the only wireless microphone/assisted listening systems are required in assembly spaces as required to meet code. Additional requirements will be provided for under the FF&E portion of the project.

1.130. While there is no question the FF&E/IT unit of the SDA has design, procurement and installation responsibilities, how will their input be handled for the project:

a. Will there be a systems Integrator on the job (by the SDA)?

Answer: Yes. The SDA will engage a Systems Integrator for the Project. Note that FFTE Unit does not have design responsibilities for the Project.

d. Who is applying for and monitoring the E-rate (as the cycle starts every February)?

Answer: The Design Builder and any IT consultant would monitor and apply for E-Rate reimbursement on behalf of the Authority.

e. What are the terminal points for the infrastructure by the Design/Builder for each of the systems?

Answer: The question is too vague for a response.

1.131. As a continuation of our previous inquiry (# 5), what documentation on the site condition(s) will be provided at completion of Demolition/remediation?

Answer: See Responses to items 1.80 and 1.81, above. A site conditions report will be provided upon completion of demolition and site remediation activities. The post-demolition site report for Phase 3 demolition activities is expected to be completed in September 2009.

1.133. On that same topic what are the anticipated review periods between phases? Is this seen as a limited review period since the DB Contract Documents specify many of the items usually reviewed in these sessions?

Answer: See Response to item 1.97, above.

1.139. Who is responsible for existing on-site hazardous material identification and abatement?

Answer: The Authority has completed environmental due diligence and remediation according to NJDEP requirements. There is no reason to believe that the Design-Builder will encounter hazardous materials, substances, or wastes remaining underground in need of additional remediation. Should the Design-Builder encounter material on the Site that it believes could be defined as a hazardous material, substance, or waste, the Design-Builder would be responsible for identification, delineation, and appropriate remediation thereof, in accordance with NJDEP's Technical Requirements for Site Remediation. Furthermore, to the extent that such identification and remediation work results from an unforeseen condition, the costs of such identification and remediation work, as agreed upon between the Authority and the Design-Builder, would constitute costs appropriate for payment from the GMP Reserve.

1.140. What about UST? Have they all been removed and abated?

Answer: To the best of the Authority's knowledge and information, yes.

1.141. Are there any wetlands soils located or identified on-site?

Answer: No.

1.142. What is the concrete play surface specification?

Answer: See Section G21 (pg. G21-4), Products, Item C.

1.143. Is this project in a flood plain?

Answer: No, the site is not located within a designated floodplain..

1.144. Please clarify what is expected from the DB with regards to the technology infrastructure and active electronics design and procurement procedures?

Answer: Generally, the Design-Builder will be responsible for the design, procurement and installation of all wiring, outlets, cabling, jacks and telephone wiring for the technology infrastructure.

1.145. For the "E" Rate application, will the DB be responsible for preparing and submitting the full E rate application, if it is not funded by the federal government because of budget constraints?

Answer: An answer will be provided in Addendum No. 3.

1.146. What is the extent of the DB responsibility for technology (loose) equipment procurement and installation?

Answer: The Design Builder has no responsibility for loose technology procurement or installation.

1.147. What is the extent of design flexibility the DB team has in revising the proposed project materials and systems? If a better more cost effective solution is proposed, will this be considered by the SDA?

Answer: See response to Item 1.44, above.

1.148 Does the proposed site plan yield a balanced site (i.e. zero excess fill)?

Answer: Unknown at this time. The Design Builder is responsible for building and site design, and thus, determination of cut and fill is the DB's responsibility.

1.149. Assuming answer to above is "no" what is the waste classification of the material and the approximate volume?

Answer: Based on the information provided by the consultants retained on the project, the Authority is aware that the site is underlain by quantities of historic fill, which may require off-site disposal as a waste, if such soil is not used on-site under an engineering control but rather is deemed excess fill.

1.150. Will we be provided an "as-built" topographic survey at completion of demolition?

Answer: No

1.151. Will we be provided a survey coordinate plan suitable for construction stake-out?

Answer: No

1.153. We assume the DB has not responsibility to completing any remediation and reporting to DEP.

Answer: See response to Item 1.139, above.

1.155. Will a survey map of backfill / depths / material type areas be provided?

Answer: No. Upon completion of demolition and backfill the final grade of the site will be equivalent to the sidewalk elevation.

1.160. Will all voice/data and CATV cabling be provided by NPS via an E-rate contractor or will it be part of this DB contract? Please advise.

Answer: Voice/data and CATV cabling is part of the Design-Build Contract.

1.162. Volume 3 of 3 room specifications under technology. Who is responsible for supplying the following items: TV, LCD, Projectors, DVD/VCR, Screens, Computers, Smart Boards, etc.?

Answer: All items listed, with the exception of projection screens for large-capacity rooms (Auditorium, Media Center, Cafeteria, etc.), shall be supplied by SDA in conjunction with NPS. Coordination, furnishing and installation of required infrastructure, blocking, supports, etc. shall be by the DB.

Note: The Educational Specification indicates that 'Smart Boards' are listed under the heading 'Installed Equipment' – this Addendum No. 2 clarifies this as requiring that the DB shall furnish and install the necessary infrastructure, blocking and mounting brackets – the actual purchase and installation of the 'Smart Board' equipment shall be by the SDA.

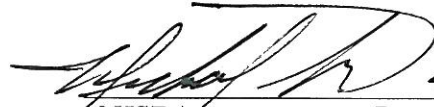
1.163. In all MDF and IDF rooms who is responsible for supplying data switches, routers, etc.?

Answer: The Authority is responsible for supplying data switches and routers in MDF and IDF rooms.

1.164. Confirm quantity and exact locations that will require card access control?

Answer: Will be responded to in Addendum No. 3

End of Addendum No. 2


NJSDA PM Name
Date 4/30/09

Acknowledgement of Receipt of Addendum

Contractor must acknowledge the receipt of the Addendum by signing in the space provided below and returning via fax to (609-656-4608) or if via email attachment, then to jmcelhenny@njsda.gov . Signed acknowledgement must be received prior to the Bid Due Date. Acknowledgement of the Addendum must be made in Section E.6 of the Price Proposal Submission.

Signature

Print Name

Company Name

Date