

**Addendum #1**

New Jersey Schools Development Authority
Office of Procurement
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Date: April 11, 2014

PROJECT #: ST-0014-B01
New Elementary/Middle School
Gloucester City Public Schools

DESCRIPTION: Addendum #1

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. Modifications to Request for Proposals:

1. Extension of Due Date for Bidder's Questions :

The date for submission of Bidder's Questions is changed from 2:00 pm, Wednesday, April 2, 2014 to 2:00 pm, Wednesday, April 16, 2014.

B. CHANGES TO THE PROJECT MANUAL:

NOTE: Deletions are shown in *italics and strikethroughs*; additions are shown in **bold and underline**.

1. Volume 1 General Requirements

- a. **MODIFY:** Section 3.24 ("Design to Facilitate 'Buy American' Compliance") shall be modified as follows:

3.24 Design to Facilitate "Buy American" Compliance. The Design Builder shall design and construct the Project to comply with N.J.S.A. 52:32-1 and N.J.S.A. 52:33-1 et seq., which prohibit the use by the Contractor or any Subcontractor of materials or farm products produced and manufactured outside of the United States on any public work. The Design Builder's design shall not specify, recommend or require the use



of any materials or equipment produced or manufactured outside of the United States, unless domestic materials or equipment of comparable kind or class are not commercially available, reasonably priced, or of sufficient quality. **The Authority interprets this requirement consistent with analogous federal guidance, which provides that goods may be considered “produced or manufactured in the United States,” without regard to the origin of components or subcomponents used in such manufactured goods, as long as the manufacturing (which includes assembly) occurs in the United States.** Any use of non-domestic materials or request for deviation from the requirement to specify domestic products must be submitted to the Authority for review, and the Authority may reject any deviation from the requirement to specify domestic products.

- b. **DELETE:** Section 5.2.9 (“Submittal as Precursor to Work”) shall be deleted in its entirety, as follows:

~~5.2.9 *Submittal as Precursor to Work.*—No portion of the Work requiring submission of a Submittal shall be commenced until the Submittal has been accepted by the Authority and returned to the Design-Builder marked “accepted.”—All such portions of the Work shall be performed in accordance with accepted Submittals.~~

- c. **MODIFY:** Section 9.7.3 within Section 9.7 (“Invoices”) shall be modified to add the following requirement for half-size drawings:

9.7.3 On the first weekday of each month, the Design Builder shall submit to the CM and/or the Authority its Invoice, requesting payment for the percentage of the Design-Builder’s Work and/or Services completed during the prior month. Each of the Design-Builder’s Invoices shall include:

- a. the Authority’s contract number and name of the Project;
- b. all data supporting the amounts requested and any other documentation reasonably requested by the Authority;
- c. a certification by the Design-Builder that all payments due its Subcontractors and/or Subconsultants have been made from prior paid Invoices and that all Legal Requirements have been complied with;



- d. a certification by the Design-Builder's Design Consultant that the Work completed is performed in accordance with the Construction Documents;
- e. if the Design-Builder is withholding payment from any Subcontractor, Subconsultant or supplier, a certification by the Design-Builder that a valid basis exists under the terms of the Subcontractor's, Subconsultant's or supplier's contract to withhold payment; *and*
- f. a copy of the current Schedule update, reflective of current conditions and showing any schedule recovery requirements due to any delays-; and
- g. for all invoices submitted during the Design Phase of the Project, Design-Builder shall include one half-size, hard-copy set of Deliverable drawings (whether Preliminary Design Drawings or Final Design Drawings) reflective of the Design-Builder's claimed percentage of completion of design as asserted in the monthly invoice.

- d. **MODIFY:** Section 14.15.6 shall be modified as follows to require the Ineligible Subconsultants' Professional Liability Policy to follow the Agreement's Endorsement and Waivers requirements:

14.15.6 Endorsement and Waivers. The Professional Liability Policy, Commercial General Liability Policy, Automobile Liability Policy, Pollution Liability and Excess/Umbrella Policies required to be provided by the Ineligible Subconsultants/Subcontractors shall contain or be endorsed to contain the following provisions:

- (a) The Design-Builder, the Authority, the NJEDA, the New Jersey Department of Education, the State, the Project Management Firm or Construction Manager, and the Project School District, and their respective directors, officers, members, employees and agents shall be covered as additional insureds.
- (b) For any claims related to the Project, the Ineligible Subconsultants/Subcontractors' insurance coverage shall be primary insurance with respect to the Design-Builder, the



Authority, the NJEDA, the New Jersey Department of Education, the State, the Project Management Firm or Construction Manager, and the Project School District, and their respective directors, officers, members, employees and agents and Design-Builder warrants that coverage shall be required to continue for a minimum of two years notwithstanding the fact that the Ineligible Subconsultants/Subcontractors has departed from the School Facilities Project site. Any insurance or self-insurance maintained by the Authority, the State or the Project School District, and their respective directors, officers, members, employees and agents, shall be excess of the Ineligible Subconsultants/Subcontractors' insurance, and shall not contribute with it.

- (c) Any failure on the part of the Ineligible Subconsultants/Subcontractors to comply with reporting provisions or other conditions of the policies, any breach of warranty, any action or inaction of the Ineligible Subconsultants/Subcontractors or others, any foreclosure related to the Project or any change in ownership of all or any portion of the Project shall not affect coverage provided to the Design-Builder, the Authority, the NJEDA, the New Jersey Department of Education, the State, the Project School District, the Project Management Firm or Construction Manager and their respective directors, officers, members, employees and agents.
 - (d) The Ineligible Subconsultants/Subcontractors' insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- e. **MODIFY:** Section 21.6.2 ("Authority Review and Decision") within Article 21 ("Claims") shall be modified as follows to revise the claims process:

21.6.2 Authority Review and Decision. At the option of the Authority, a meeting may be scheduled with the Design-Builder, the Authority and CM to discuss the Claim. The Authority shall render its decision regarding the Claim in writing within ninety (90) Days of the receipt of the required forms and all supporting documentation or within ninety (90) Days of any meeting with the Design-Builder, the Authority and CM, whichever is later. This time limit may be extended by mutual agreement of the Parties. The Design-Builder, within fifteen (15) Days of the receipt of the decision by the Authority, shall accept or reject the



Authority's decision in writing. ~~If the Design-Builder neither accepts nor rejects in writing the Authority's decision within fifteen (15) Days, the Claim will be considered withdrawn from the administrative process and there will be no further administrative remedy available to the Design-Builder for the subject Claim.~~ If the claimant neither accepts nor rejects in writing the NJSDA's decision within this fifteen (15) day period, the NJSDA will consider the Step One process administratively closed, and the claim will be eligible for Step Two Non-binding Mediation if a request for mediation is made by the Claimant in the time and manner indicated in Section 21.7 ("Step Two Non-Binding Mediation").

- f. **MODIFY:** Section 21.7 ("Step Two: Non-Binding Mediation") shall be modified as follows:

21.7 Step Two: Non-Binding Mediation. If the Design-Builder rejects in writing the decision of the Authority, there is no further automatic administrative review of the Claim. Within fifteen (15) Days after issuance of a Certificate of Occupancy or Certificate of Acceptance for this Project, the Design-Builder may request in writing that any or all outstanding Claims regarding this Project, which ~~include any or all Claims that~~ have been processed through Step One of the Claim resolution process, ~~and that were neither withdrawn nor considered withdrawn from the process be submitted~~ proceed to Step Two, ~~Non-binding~~ Mediation. Such request for mediation must be in writing and must identify with specificity the claims to be mediated ~~shall be sent to the Authority and shall specifically identify which Claim(s) are to be submitted to Step Two.~~ Any Claim not specifically identified shall be deemed withdrawn. No Claim will proceed automatically to Step Two and the Design-Builder must make a specific written request that the Claim be elevated to Step Two. Step Two will not be available until after the issuance of a Certificate of Occupancy or Certificate of Acceptance, unless an earlier time for submission of the Claim to Step Two is agreed to by the Design-Builder and the Authority. The cost of non-binding mediation shall be shared equally by the Design-Builder and the Authority. The mediator shall be selected by the Authority, with the concurrence of the Design-Builder. The rules for the mediation shall be agreed to by the Authority, the Design-Builder and the mediator prior to the start of the mediation. The mediation will not proceed, however, if the Parties fail to agree on the rules for the mediation, in which case Step Two will be deemed complete.

- g. **MODIFY:** Section 25.3 ("Order of Precedence") shall be modified as follows to clarify the Order of Precedence of documents:



25.3 Order of Precedence. In the event of a conflict, discrepancy or inconsistency between or among the Design-Build Contract Documents, interpretation will be based on the following descending order of priority:

1. Executed Change Orders
2. Special Conditions.
3. Supplementary Conditions (if any)
4. This Agreement,
5. The Design Build Information Package
 - a. Performance Specifications
 - b. NJSDA Materials and Systems Standards Manual
 - c. NJSDA Construction Details Manual

In the event there is any conflict between and among the requirements contained in *this Agreement* the Design-Build Contract Documents, the Design-Builder will provide the higher quality level of service and Work or meet the higher standard, as determined by the Authority in its sole discretion. In the event that the Design-Builder’s Construction Documents contain a conflict, the Authority in its sole discretion shall resolve the conflict and direct the Design-Builder to perform pursuant to the Authority’s interpretation of the conflict.

1. Volume 1 General Requirements -Modifications to Appendix A to Design-Build Agreement (“Special Conditions”):

a. **REVISE:** Section A.8 of the Special Conditions to the Design Build Agreement shall be revised as follows:

A.8 The design/builder shall proceed with demolition, mass excavation, rough grading, subsequent foundation installation, utility trenching, etc., based upon the extensive existing conditions information provided, which specifically indicates (or predicts with a high degree of certainty) the presence of sub-surface residual concrete footings, foundations, slabs or potentially other miscellaneous sub-surface debris within the zone of construction. Therefore, in the likely event that ~~residential~~ **residual** concrete or other sub-surface debris is encountered during the course of construction operations, that material will be considered part and parcel of the mass excavation spoils, and will be required to be removed/processed/reused/disposed in a manner consistent with the geotechnical specifications and with approval of the LSRP by the design/builder at no additional cost. In the event that sub-surface concrete or miscellaneous debris is encountered that is of such excessive size, volume or formidable composition that specialized tools, equipment or techniques are required to demolish and/or remove it, the design/builder will be compensated for all costs associated with the excavation,



demolition and/or removal of the excessively substantial or massive sub-surface concrete or debris.

- b. **REVISE:** Section A.9 of the Special Conditions to the Design Build Agreement shall be revised as follows:

A.9 **Design-Builder shall remove all existing utilities and associated structures encountered within** ~~Within~~ the limits of construction, and **shall consider the removal of such in-situ or residual utility structures as part of the mass excavation required to complete the project,** unless **a particular utility is** otherwise expressly identified to remain or to be terminated; ~~and capped, and/or removed under this contract,~~ **Furthermore** the **Design-Builder** ~~design/builder~~ shall proceed based upon the assumption that all existing utilities and associated structures and appurtenances, **except as noted in Note #1 on plan sheet C-03,** are **no longer live or active** ~~dead, inactive or to be removed. Therefore, all in-situ or residual utility structures encountered are to be considered part and parcel of the mass excavation required to complete the project.~~ In the event that a live (or improperly terminated) utility is encountered or disturbed, the design/builder will be compensated for ~~all~~ **the additional** costs associated with the proper termination; ~~and capping and removal of said utility including any associated clean-up costs.~~

- c. **ADD:** Add the following to the Special Conditions to the Design-Build Agreement:

A.10 At the Authority's option, the Authority may choose to discontinue its Owner Controlled Insurance Program ("OCIP"), or may choose not to include the Project in the Authority's OCIP. In such case, the Authority shall, through a properly authorized Change Order or Contract Change Directive, require the Design-Builder to obtain insurance for the Project of certain specified types of policies, coverages and limits as specified below, and shall compensate the Design-Builder for the costs of obtaining such insurance, based on proof of costs satisfactory to the Authority. In such event, the Authority shall REPLACE the existing Insurance provisions of Article 14 of the Agreement with the following NEW Article 14.

14.0 INSURANCE

14.1 **General.** The Design-Builder shall be responsible for providing proof that it and its Subcontractors have retained, at a minimum, the insurance coverage set forth in Section 14.3. The Authority shall compensate the Design-Builder and its Subcontractors for the cost of such required insurance. The Design-Builder's Price Proposal shall reflect the Design-Builder's costs for Insurance for the Project. The terms and conditions of this Section 14 addressing insurance requirements shall apply during the Term of this Agreement and (5) years beyond final completion.



- 14.2 Waiver of Subrogation. The Design-Builder waives all rights of subrogation and recovery against the Authority, any Professional Services Consultants, agents or employees of the Authority, and Subcontractors of all tiers, to the extent of any loss or damage suffered during construction, including damage to any property or equipment.
- 14.3 Insurance Requirements of the Design-Builder and Subcontractors. Prior to undertaking any Work under this Agreement, the Design-Builder shall maintain, and/or cause its Subcontractors to maintain, at their own cost and expense, evidence of a policy or policies of insurance as enumerated below. The Design-Builder and its Subcontractors shall be responsible for maintaining such coverages after Final Completion and during the warranty period for the Project.
- 14.3.1 As provided in this Section 14.3, the Design-Builder and its Subcontractors of every tier providing direct labor on the Project must supply to NJSDA certificates of valid insurance evidencing current coverage for the exposures enumerated below. Insurance binders are not acceptable as proof of insurance coverage.
- 14.3.2 Such coverage must be purchased and maintained from insurance companies authorized to transact the business of insurance in the State of New Jersey and are rated "A-VIII" or better by A.M. Best Company.
- 14.3.3 In each policy, the Design-Builder shall have incorporated a provision, in accordance with the laws of New Jersey, requiring written notice to the Authority at least thirty (30) Days prior to cancellation or non-renewal of any insurance coverage required under this Section. The Design-Builder warrants that if the insurer, or coverage, is not subject to statutory or other provisions requiring thirty (30) Day prior notification of cancellation or non-renewal, it will, in any event, provide notice to the Authority immediately upon receipt of any notice of cancellation or non-renewal of any insurance coverage required under this Section.
- 14.3.4 The Design-Builder warrants that its insurance carriers are accurately informed regarding business activities of the Design-Builder and intend to insure those business exposures.
- 14.3.5 The following are the exposures for which the Design-Builder and its Subcontractors must obtain insurance coverage:



- (a) Pollution Liability. In the event that the Design-Builder's and/or its Subcontractors' efforts involve a Pollution Liability exposure (including asbestos work, lead work, or hazardous material abatement, transportation and/or disposal), the Design-Builder and/or its Subcontractors are required to maintain, or cause to be maintained, Pollution Liability insurance, and, if necessary, Commercial Umbrella Insurance, with minimum limits of \$5,000,000 per occurrence and \$5,000,000 aggregate which protects the insureds from any and all claims that may arise out of or as a consequence of any Service or Work performed on this Project. Where the Design-Builder and/or its Subcontractors are solely consultants, insurance coverage may be as an endorsement to a professional liability policy, or it may be a separate Pollution Liability policy.
- (b) Business Automobile Liability. Business Automobile Liability Insurance covering the operations, maintenance, use, loading and unloading of all owned, hired, and non-owned vehicles used in connection with the Project. The limits of liability shall not be less than \$1,000,000 combined single limit each accident. Pollution Liability coverage at least as broad as that provided under ISO Pollution Liability-Broadened Coverage for covered autos endorsement, CA 99 48, shall be provided, and, if required by law, the Motor Carrier Act endorsement (MCS-90) shall be attached.
- (c) Workers' Compensation and Employer's Liability. Workers' Compensation Insurance in accordance with the laws of the State of New Jersey and any other state or federal jurisdiction as is required to protect the Design-Builder's employees or any of its Subcontractors engaged in the performance of Work on the Project. This policy shall include Employer's Liability protection with a limit of liability of not less than the following:

Bodily Injury by Accident \$500,000 each accident

Bodily Injury by Disease \$500,000 each employee



Bodily Injury by Disease \$500,000 policy limit.

- (d) Commercial General Liability. Commercial General Liability Insurance, written as broad as the standard coverage form in use in the State of New Jersey as of the Effective Date of this Agreement. This insurance shall not be circumscribed by any endorsements limiting the coverage. The policy shall include coverage for contractual liability, products, completed operations and any explosion, collapse and underground (X,C,U) operations. Limits of liability shall not be less than \$1,000,000 Bodily Injury and Property Damage combined single limit for each occurrence, with excess or umbrella coverage with the same terms and conditions as the underlying coverage in an amount such that the primary and excess/umbrella coverage equals \$1,000,000.
- (e) Design-Builders' Equipment. The Design-Builder shall purchase and maintain the Design-Builder's property insurance covering construction machinery (whether or not the capital value of the machinery has been included in the Contract) equipment, and tools used by the Design-Builder in the performance of the Services or Work. Such coverage shall be written on a policy form at least equivalent to that provided by a "Contractor's Equipment Floater," as such is customarily defined within the insurance industry. The Design-Builder shall notify all tiers of its Subcontractors of their obligation to insure any machinery, equipment and tools used by the Subcontractors in the performance of the Services or Work.

14.3.6 Self-Insured Retention. Any deductible or self-insured retention (SIR) applicable to the aforementioned insurance shall be declared to and approved by the Authority and written using ISO endorsement CG 03 00 (or a substitute providing equivalent terms and conditions). The Design-Builder shall not be permitted to have a SIR larger than \$100,000 unless it obtains the express, written consent of the Authority to the larger SIR. **FAILURE TO COMPLY WITH THIS SECTION IS A MATERIAL BREACH OF CONTRACT.**

14.3.7 Claims-Made Basis. If any of the aforementioned insurance is written on a "claims made basis," the Design-Builder warrants that



continuous coverage will be maintained or an extended discovery period will be exercised for a period of five (5) years after the date of Final Payment by the Authority and the Design-Builder will provide Certificates of Insurance evidencing continuance of coverage with the original claims made retroactive date. Within the Certificate of Insurance, in the blocks designated "Policy Number," in addition to the policy number, the Design-Builder shall insert a note "claims made retroactive date ___/___/___" (with the date inserted).

- 14.3.8 Certificate of Insurance. Attached as Appendix B to this Agreement shall be a valid Certificate of Insurance, executed by a duly authorized representative of each insurer, evidencing compliance with the insurance requirements set forth herein. A Certificate of Insurance must also be submitted and appended hereto to evidence each insurance renewal required by this Section 14.3. Failure of the Authority to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the Authority to identify a deficiency from evidence that is provided shall not be construed as a waiver of the Design-Builder's obligation to maintain such insurance. Failure to maintain the required insurance may result in termination of this contract at the Authority's option. The Design-Builder shall provide certified copies of all insurance policies required within ten (10) Days of the Authority's written request for such policies.
- 14.3.9 Right to Remedy. If the Design-Builder fails to obtain and/or maintain the insurance as required by this Section 14.3, fails to renew any of its insurance policies as necessary, or in the event any policy is canceled, terminated or modified so that the insurance does not meet the requirements of this Agreement, the Authority may: (i) purchase insurance at the Design-Builder's expense; (ii) refuse to make payment of any further amounts due under this Agreement; (iii) refuse to make payments due or coming due under other agreements between the Design-Builder and the Authority; (iv) suspend performance by the Design-Builder under this Agreement; or (v) terminate this Agreement. Any funds retained pursuant to this Section 14.0 may be used, at the Authority's discretion, to renew or purchase the Design-Builder's insurance for the periods and amounts as set forth in this Agreement. In the event that the Authority purchases said insurance, the Authority may, at its discretion, reduce the Design-Builder's compensation under this Agreement by the amount paid for such insurance plus reasonable attorney's fees. By requiring insurance herein, the Authority does not represent that



coverage and limits will necessarily be adequate to protect the Design-Builder, and such coverage and limits shall not be deemed as a limitation on the Design-Builder's liability under this Agreement. All exclusions added by endorsement to the aforementioned insurance shall be disclosed to the Authority.

- 14.3.10 No Recourse. There shall be no recourse against the Authority, the State or the Project School District for payment of premiums or other amounts with respect to the insurance required by this Section.
- 14.3.11 Disclaimer. The Design-Builder and each of its and Subcontractors is responsible to ensure that their respective insurance programs fit their particular needs, and it is their responsibility to arrange for and secure any insurance coverage, at their own expense, that they deem advisable, whether or not specified herein.
- 14.3.12 Liability in Excess of Coverage. By executing this Agreement, the Design-Builder expressly agrees that any insurance protection required herein shall in no way limit the Design-Builder's obligations under this Agreement and shall not be construed to relieve the Design-Builder from liability in excess of such coverage, nor shall it preclude the Authority from taking such other actions as are available to it under other provisions of this Agreement or otherwise in law or equity.

14.4 Design Consultant/Subconsultants Insurance Requirements.

- 14.4.1 Unless otherwise directed by the Authority, the Design-Builder shall require the Design Consultant and all Subconsultants to purchase and maintain at their own expense, the insurance coverages set forth below. Prior to permitting the Design Consultant or a Subconsultant to perform any Services, the Design-Builder must furnish the NJSDA with certificates of insurance together with declaration pages, in a form satisfactory to the Authority, showing that the Design Consultant or Subconsultant has complied with this Section 14.4. Insurance binders are not acceptable as proof of insurance coverage.
- 14.4.2 Such coverage must be purchased and maintained from insurance companies authorized to transact the business of insurance in the State of New Jersey and are rated "A-VIII" or better by A.M. Best Company. In each policy, the Design-Builder shall have incorporated a provision, in accordance with the laws of New Jersey, requiring written notice to the Authority at least thirty (30) Days prior to cancellation or non-renewal of any insurance coverage required



under this Section. The Design-Builder warrants that if the insurer, or coverage, is not subject to statutory or other provisions requiring thirty (30) Day prior notification of cancellation or non-renewal, it will, in any event, provide notice to the Authority immediately upon receipt of any notice of cancellation or non-renewal of any insurance coverage required under this Section.

14.4.3 The Design-Builder will require the Design Consultant and its Subconsultants to warrants that their insurance carriers are accurately informed regarding business activities of the Design Consultant and Subconsultants, as applicable, and that such insurance companies intend to insure those business exposures.

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

- (a) Professional Liability Insurance (Errors & Omissions). The Design-Builder shall require the Design Builder's Design Consultant and any other Consultants or Subconsultants to maintain Professional Liability Insurance, with coverage retroactive to the date of commencement of Services on the Project by such Design Builder's Design Consultant or Subconsultant, sufficient to protect the Design Builder's Design Consultant or Subconsultant from any liability arising from the Services and professional obligations performed pursuant to this Agreement, in an amount not less than \$1,000,000 per claim and \$1,000,000 in the aggregate, for all operations conducted. The Design-Builder warrants that it will notify, or require its Consultant or Subconsultant to notify, the Authority in writing of any reduction in the aggregate coverage within thirty (30) Days of the policy holder's receipt of notice of such reduction.



The Design-Builder shall warrant, and shall require the Design-Builder's Design Consultant and its Subconsultants to warrant, that coverage shall not be circumscribed by any endorsements excluding coverage arising out of pollution conditions, asbestos related claims, testing, monitoring, measuring operations or laboratory analysis in connection with the Services performed pursuant to the Agreement.

- (b) Commercial General Liability. Commercial General Liability insurance is to be written as broad as the standard coverage form currently in use in the State of New Jersey, and shall not be circumscribed by any endorsements limiting the breadth of coverage. The policy shall include coverage for contractual liability, products, completed operations and any explosion, collapse and underground (X,C,U) operations. Limits of liability shall not be less than \$5,000,000 combined single limit with excess or umbrella coverage with the same terms and conditions as the underlying coverage in an amount such that the primary and excess/umbrella coverage equals \$5,000,000.
- (c) Pollution Liability. In the event that Design Consultant's/ Subconsultant's efforts involve a Pollution Liability exposure (including asbestos work, lead work, or hazardous material abatement, transportation and/or disposal), the Design Consultant/Subconsultant is required to maintain, or cause to be maintained, Pollution Liability insurance and, if necessary, Commercial Umbrella Insurance, with minimum limits of \$5,000,000 per occurrence and \$5,000,000 aggregate which protects the insureds from any and all claims that may arise out of or as a consequence of any Services or Work performed on this Project. Where the Ineligible Subconsultants/Subcontractors are solely consultants, insurance coverage may be as an endorsement to a professional liability policy, or it may be a separate Pollution Liability policy.
- (e) Business Automobile Liability. The Design Consultant/Subconsultants shall carry Business Automobile Liability Insurance covering the operations, maintenance, use, loading and unloading of all owned, hired, and non-owned vehicles used in connection with the Project. The limits of liability shall not be less than \$1,000,000



combined single limit each accident. Pollution Liability coverage at least as broad as that provided under ISO Pollution Liability-Broadened Coverage for covered autos endorsement, CA 99 48, shall be provided, and, if required by law, the Motor Carrier Act endorsement (MCS-90) shall be attached.

- (f) Workers' Compensation, Employer's Liability. Workers' Compensation Insurance in accordance with the laws of the State of New Jersey and any other state or federal jurisdiction as is required to protect the employees of the Design Consultant/Subconsultants who will be engaged in the performance of the Services or Work. This policy shall include Employer's Liability protection with a limit of liability of not less than \$500,000, as follows:

- (a) Bodily Injury by Accident \$500,000 per accident
(b) Bodily Injury by Disease \$500,000 per employee
(c) Bodily Injury by Disease \$500,000 policy limit

14.4.5 Endorsement and Waivers. The Commercial General Liability Policy, Automobile Liability Policy, Pollution Liability and Excess/Umbrella Policies required to be provided by the Design Consultant/Subconsultants shall contain or be endorsed to contain the following provisions:

- (a) The Design-Builder, the Authority, the NJEDA, the New Jersey Department of Education, the State, the Project Management Firm or Construction Manager, and the Project School District, and their respective directors, officers, members, employees and agents shall be covered as additional insureds.
- (b) For any claims related to the Project, the Design Consultant/Subconsultants' insurance coverage shall be primary insurance with respect to the Design-Builder, the Authority, the NJEDA, the New Jersey Department of Education, the State, the Project Management Firm or Construction Manager, and the Project School District, and their respective directors, officers, members, employees



and agents and Design-Builder warrants that coverage shall be required to continue for a minimum of two years notwithstanding the fact that the Design Consultant/Subconsultant has departed from the School Facilities Project site. Any insurance or self-insurance maintained by the Authority, the State or the Project School District, and their respective directors, officers, members, employees and agents, shall be excess of the Design Consultant/Subconsultants' insurance, and shall not contribute with it.

- (c) Any failure on the part of the Design Consultant/Subconsultants to comply with reporting provisions or other conditions of the policies, any breach of warranty, any action or inaction of the Design Consultant/Subconsultants or others, any foreclosure related to the Project or any change in ownership of all or any portion of the Project shall not affect coverage provided to the Design-Builder, the Authority, the NJEDA, the New Jersey Department of Education, the State, the Project School District, the Project Management Firm or Construction Manager and their respective directors, officers, members, employees and agents.
- (d) The Design Consultant/Subconsultants insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

14.4.6 Disclaimer. Design Consultant/Subconsultants shall be responsible for ensuring that their respective insurance programs fit their particular needs, and it is their responsibility to arrange for and secure any insurance coverage that they deem advisable, whether or not specified herein.

14.4.7 No Recourse. There shall be no recourse against the Authority, the State or the Project School District for payment of premiums or other amounts with respect to the insurance required of Design Consultant/Subconsultants hereunder.

14.4.8 Right to Remedy. If the Design Consultant or a Subconsultant fails to provide insurance as required herein, the Authority shall have the right, but not the obligation, to purchase such insurance. In such



event, the Design-Builder's Contract Price shall be reduced by the amount paid for such insurance.

2. Volume 2 Performance Specifications

a. **MODIFY:** In Section B2010.00, Exterior Walls, Products, A.2., modify item c. as follows:

(1) Color: J12 NMI44.

b. **MODIFY:** Modify Section B2050.00, Exterior Doors and Grilles, Products, B.1.a. as follows:

a. Basis of Design: Armortex 44/350 HP500 door and framing system with 5" top rails and stiles and 8-1/2" bottom rails and UL listed Level 3 glass-clad polycarbonate glazing; factory finish in custom colors as indicated.

(1) Provide fully compatible frame and hardware as recommended by door manufacturer.

c. **MODIFY:** Modify Section B3010.50, Low Slope Roofing, Performance, F.2. as follows:

2. Thermographic scans: Provide ~~a two~~ certified thermographic scan reports of the roof *confirming its integrity and conformance to the roofing manufacturer's standards.* Provide written reports confirming the insulation/roofing system's integrity, conformance to the specifications and to the roofing manufacturer's installation and warranty standards.

a. Conduct the first comprehensive roof scan after the following:

(1) Installation of the cap sheet;

(2) Installation of all rooftop equipment and appurtenances;

(3) Repair of any obvious areas damaged during construction;

(4) Repair of areas of impounded or standing water;

(5) Final clean-up and prior to Substantial Completion.

b. Perform a second comprehensive thermographic imaging roof scan during the eleven-month walk-through inspection process.

c. Immediately effect repairs of all problem areas identified by each thermographic imaging roof scan.

(1) Utilize electric field vector mapping (EFVM), core sampling or other means as necessary to confirm thermographic findings and pinpoint locations of any leaks.



d. Thermographic imaging roof scans shall comply with ASTM C1153 and be performed by certified technicians.

d. **ADD:** In Section C1000.00, Interior Construction, Performance, B., add the following:

8. Ceiling heights: Provide minimum ceiling heights as required by code and N.J.A.C. 6A:26-6.3, and as indicated on documents. In no case shall ceiling heights be less than 8'-0".

e. **MODIFY:** Modify Section C1030.00, Interior Doors, 3.a. (1) and (2) as follows:

~~(1) Provide aluminum security doors, frame, surrounding storefront and glazing system.~~

~~(2) Basis of Design: Armortex HP500 door and framing system and with UL listed Level 3 glass-clad polycarbonate glazing; factory finish in custom colors as indicated.~~

(1) Basis of Design: Armortex 44/350 HP500 door and framing system with 5" top rails and stiles and 8-1/2" bottom rails and UL listed Level 3 glass-clad polycarbonate glazing; factory finish in custom colors as indicated.

(2) Provide fully compatible frame and hardware as recommended by door manufacturer.

f. **ADD:** In Section C1090.60, Safety Specialties, Products, A.2., add the following:

a. Provide two recessed key safes with recessed mounting kits in style(s) and locations acceptable to local emergency responders.

g. **ADD:** In Section D2010.20, Domestic Water Equipment, Performance, E.5., add the following:

d. Floor drains: Provide floor drains in all spaces with domestic water equipment and plumbing fixtures.

h. **ADD:** In Section D2010.60, Plumbing Fixtures, Performance, A.2., add the following:

k. Emergency shower/eye wash unit.

i. **ADD:** In Section D2010.60, Plumbing Fixtures, Products, add the following:

S. Emergency shower/eye wash unit



1. Use the following:
 - a. Basis of Design: Speakman #SE-1250 with electric alarm and scald protection valve.
 2. Install at barrier-free mounting height.
 3. Provide floor drain at each location.
- j. **ADD:** In Section D3010.00, Facility Fuel Systems, Performance, C., add the following:
7. Emergency shutoffs: Provide emergency shutoffs for every instructional space with gas-burning equipment.
 - a. Provide highly visible shutoffs in prominent locations.
- k. **MODIFY:** Modify Section D3050.60, HVAC Design Parameters, Performance, C. as follows:
1. All equipment will be sized and systems designed to meet the indoor design conditions under all outdoor conditions as required by code ~~and within the limits outlined below.~~
 - a. ~~Winter~~
 - (1) ~~Dry bulb temperature: 0 deg F.~~
 - (2) ~~Wind velocity: 19.4 miles per hour.~~
 - b. ~~Summer~~
 - (1) ~~Dry bulb temperature: 94 deg F.~~
 - (2) ~~Wet bulb temperature: 74.9 deg F.~~
 - (3) ~~Wind velocity: 7.5 miles per hour.~~
- l. **ADD:** In Section D4010.10, Water-Based Fire Suppression, Performance, A.11.a., add the following:
- (1) Provide 4" Storz connections with Knox StorzGuard locking caps.
- m. **ADD:** In Section D6000.00, Communications, Performance, C.8. General Page, add the following:
- d. Provide paging coverage with separate zones for the outdoor play fields, Outdoor Learning Area and playground.



- n. **ADD:** In Section D6000.00, Communications, Performance, C. General Requirements, add the following:

12. Power

- a. **Provide one duplex 120-volt 20-amp power receptacle or equivalent with isolated ground at each data outlet other than wall clocks and telephones.**

13. Wireless Access Network (WiFi)

- a. **Ensure wireless access network coverage throughout the Outdoor Learning Area courtyard and the Outdoor Faculty Dining Area at the northeast corner of the site.**

- o. **DELETE:** In Section D6000.00, Communications, Products, A.1., delete the following and renumber subsequent items accordingly:

a. ~~Keyless entry system: ASG.~~

- p. **ADD:** In Section E1040.10, Educational and Scientific Equipment, Performance, A.2., add the following:

i. Kitchenette sink, cabinets and stove.

- q. **MODIFY:** Modify Section E1040.10, Educational and Scientific Equipment, Products, D. as follows:

1. Basis of Design: Eagle Manufacturing Company, Wellsburg WV 26070; Models No. CRA-6010 and CRA-2610. Provide one of each type in each Science Prep Room, vented in accordance with code.

- r. **ADD:** In Section E1040.10, Educational and Scientific Equipment, Products, add the following:

I. Kitchenette sink, cabinets and stove

1. Provide sink and storage units consistent with Sections C1090.70, D2010.60, and project requirements.
2. Provide 30" induction slide-in range and oven with stainless steel finish.
- a. Provide matching canopy hood consistent with the requirements of code and Element D.



s. **ADD:** In Section F1020.60, Manufactured Canopies, Methods of Construction, B., add the following:

8. Provide 2 duplex receptacles in posts of canopy at covered walkway/shelter, located at central posts between picnic tables, at 36" above grade.

t. **ADD:** In Section G1070.00, Site Earthwork, Performance, A.3., add the following and renumber subsequent items accordingly:

g. Structural soil.

u. **DELETE:** In Section G1070.00, Site Earthwork, Products, A.1., delete the following:

~~b. Solid modular concrete units.~~

v. **ADD:** In Section G1070.00, Site Earthwork, Products, add item B. as follows:

B. Structural soil

1. Provide structural soil fill beneath pavers surrounding trees in courtyard.

2. Basis of Design: CU-Structural Soil or CU-Soil as patented by the Cornell University Research Foundation.

w. **ADD:** In Section G2060.00, Site Development, A.1.d.(7), add the following:

(b) Provide the following, in locations as indicated or directed:

(i) 3 call boxes, 2 with cameras, remotely monitored and controlled from security desk location.

(ii) 1 personnel gate with electric strike, remotely controlled from security desk.

(iii) Position sensors for all perimeter personnel gates, monitored by security desk.

(c) Provide pinch-proof self-closing barrel hinges with torsion springs at all personnel gates.

x. **MODIFY:** In Section G2060.00, Site Development, Products, modify B.8.a. as follows:

(1) Size: ~~36"~~ **42"** dia. table; 12" dia. seats.

y. **REPLACE:** In Section G2060.00, Site Development, Products, replace C. Flagpole and American Flag in its entirety with the following:

**C. Flagpole and American Flag**

1. **Basis of Design: Ground-mounted tapered aluminum flagpole manufactured by Eagle Mountain Flag and Flagpole, Wimberley, TX.**
 - a. **NightMaster Series internal halyard aluminum flagpole; 35' height; 6" base diameter, 0.156" wall thickness.**
 - b. **Features and Accessories**
 - (1) **Pole: Seamless 6063 aluminum tubing with uniform conical taper; satin brushed aluminum finish.**
 - (2) **Mount: Cast aluminum shoebase mount.**
 - (3) **Footing: Cast-in-place 4,500 psi concrete base; minimum 4'-0" deep x 3'-0" diameter.**
 - (4) **Light/truck combo: Cast aluminum double 20-watt LED flagpole light/truck combination with aircraft grade aluminum lens rings and stainless steel ball-bearing truck system.**
 - (5) **Finial: Gold anodized ball; 6" diameter.**
 - (6) **Halyard: Complete internal halyard system, with rope, cam cleat, snap hooks, rubber-covered counterweight, retainer ring, and locking cast aluminum access door.**
 - c. **Flagpole lighting control: Control with central digital lighting control system.**
 - d. **American flag: Size 6' x 10'. Highest quality sewn polyester, with fully embroidered stars, canvas heading and brass grommets. Basis of Design: Valley Forge or Super Tough Brand.**

3. Volume 3 Educational Specifications

1. **REPLACE:** In the Room Area Calculations and Fit-Out Lists, replace pages E-15, E-21, E-27, E-31 and E-32, included herewith as Attachment 1.1.

C. CHANGES TO THE DRAWINGS:

1. **REPLACE:** Drawing C-01 Boundary Survey, dated February 10, 2014 with Revised Drawing C-01 Boundary Survey, dated April 4, 2014, issued herewith as Attachment 1.4. All other plans, sections and elevations are modified accordingly by implication.



2. **REPLACE:** Drawing C-02 Existing Conditions Plan, dated February 10, 2014, with Revised Drawing C-02 Existing Conditions Plan, dated April 4, 2014, issued herewith as Attachment 1.5. All other plans, sections and elevations are modified accordingly by implication.
3. **REPLACE:** Drawing C-03 Existing Utilities Plan, dated February 10, 2014, with Revised Drawing C-03 Existing Utilities Plan, dated April 4, 2014, issued herewith as Attachment 1.6. All other plans, sections and elevations are modified accordingly by implication.
4. **REPLACE:** Drawing C-04, Conceptual Grading Plan, dated February 19, 2014, with Revised Drawing C-04 Conceptual Grading Plan, dated April 4, 2014, issued herewith as Attachment 1.7. All other plans, sections and elevations are modified accordingly by implication.
5. **REPLACE:** Drawing C-05 Conceptual Potable Water, Gas and Sanitary Sewer Plan, dated February 19, 2014, with Revised Drawing C-05 Conceptual Potable Water, Gas and Sanitary Sewer Plan, dated April 4, 2014, issued herewith as Attachment 1.8. All other plans, sections and elevations are modified accordingly by implication.
6. **REPLACE:** Drawing C-06 Conceptual Electrical Plan, dated February 19, 2014, with Revised Drawing C-06 Conceptual Electrical Plan, dated April 4, 2014, issued herewith as Attachment 1.9. All other plans, sections and elevations are modified accordingly by implication.
7. **REPLACE:** Drawing C-07 Conceptual Stormwater Management System, dated February 19, 2014, with Revised Drawing C-07 Conceptual Stormwater Management System, dated April 4, 2014, issued herewith as Attachment 1.10. All other plans, sections and elevations are modified accordingly by implication.

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

1. Question: Knowing that the Technical and Price Proposals for this project are not due until May 14, 2014, we request that the last day for RFI's currently at April 2, 2014 be extended for at least two weeks. This would allow for a more thorough review of the documents. Please advise.

Answer: See Revised Section A.1.1 listed above.
2. Question: "In regards to achieving the LEED points for Enhanced Commissioning, please see below and attached.



Inquiry - This request is in regards to LEED Version 2009, EA Credit 3, Enhanced Commissioning, credit requirements. In particular, this is in regards to contracting situations such as Design Build and the hiring of the CxA for enhanced commissioning. In a design-build scenario, the A-E firm is hired by the contractor. With this in mind, can the CxA for enhanced commissioning (an independent 3rd party firm), be hired by the A-E firm who is in turn hired by the contractor?

Ruling - In this design build scenario for a LEED NCv2009 project pursuing EAc3 Enhanced Commissioning, the A/E Firm is a subcontractor to the Contractor, forming a single Design Build Team. The A/E firm wishes to hire the CxA, but, as a result, the commissioning authority in this design build scenario would be considered a "disinterested employee or subcontractor of the contractor" and therefore not an acceptable commissioning authority for the project. Concerning whether the commissioning authority can be hired by the Architecture and Engineering (A/E) Firm, the document titled "Who Can be the Commissioning Authority" (<http://www.usgbc.org/ShowFile.aspx?DocumentID=1262>) outlines the who acceptable parties to act as the commissioning authority for various project scenarios.

Is the NJSDA willing to contract with the Commissioning Authority in order for the Enhanced Commissioning credit to be achieved? If not, as stated above the awarded Design Builder can not hire the commissioning authority and attain the two points available for this credit.

Answer: No, the NJSDA will not engage the Commissioning Authority. The Design-Builder is responsible to provide the project with LEED certification and to adhere to all U.S. Green Building Council (USGBC) rules and regulations, and shall contact the USGBC for confirmation of enhanced commissioning authority contractual obligations. It is the responsibility of the Design-Builder to determine what level of certifications is achievable and which LEED credits are to be included within the project.

3. Question: Is there any additional archeological investigations needed to be done by the Design Build team?

Answer: No, the Design Builder will not be responsible for any archeological investigations.

4. Question: Is it possible to obtain a copy of the Remedial Investigation Report/Remedial Action Work Plan dated February 2011 which was



omitted from the Remedial Action Plan by Environmental Resource Management dated March 4, 2014? Please see page 13 and 15 of this report.

Answer: No.

5. Question: Are the floor to floor heights (16'-0") listed on the drawings set in stone? Can the floor to floor heights be adjusted based on structural system and mechanical systems considerations (as long as specified required room ceiling / clear heights of spaces are maintained)?

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.

E. CHANGES TO PREVIOUS ADDENDA:

- 1. Not applicable

F. ATTACHMENTS

- 1. Attachment 1.1 Revised Room Area Calculations, dated January 29, 2014.
- 2. Attachment 1.2 Camden County Storm "Will Serve" Letter (Rev.), dated March, 19, 2014.
- 3. Attachment 1.3 Revised Corrective Deed, dated January 2, 2014.
- 4. Attachment 1.4 Revised Drawing C-01 Boundary Survey, dated April 4, 2014.
- 5. Attachment 1.5 Revised Drawing C-02 Existing Conditions Plan, dated April 4, 2014.
- 6. Attachment 1.6 Revised Drawing C-03 Existing Utilities Plan, dated April 4, 2014.
- 7. Attachment 1.7 Revised Drawing C-04 Conceptual Grading Plan, dated April 4, 2014.
- 8. Attachment 1.8 Revised Drawing C-05 Conceptual Potable Water, Gas and Sanitary Sewer Plan, dated April 4, 2014.
- 9. Attachment 1.9 Revised Drawing C-06 Conceptual Electrical Plan, dated April 4, 2014.



- 10. Attachment 1.10 Revised Drawing C-07 Conceptual Stormwater Management System, dated April 4, 2014.

G. SUPPLEMENTAL INFORMATION

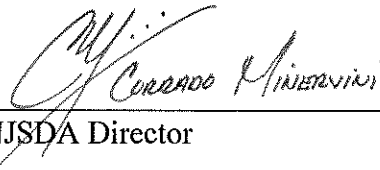
- 1. Firms Indicating Intent to Bid and Project Rating Limits

Firm	Final Project Limit
Dobco, Inc.	\$109,060,000.
Epic Management, Inc.	\$231,312,160.
Ernest Bock & Sons, Inc.	\$130,481,150.
Hall Building Corporation	\$47,370,481.
Hall Construction Co., Inc.	\$131,295,840.
Terminal Construction Corporation	\$212,681,000.
Thomas P. Carney, Inc.	\$78,322,940.
T. N. Ward Company	\$689,107,092.

- 2. The Camden County Storm "Will Serve" Letter (Revised) dated March 19, 2014 (Attachment 1.2) is hereby attached for reference.
- 3. The Revised Corrected deed, dated January 2, 2014 (Attachment 1.3) is hereby attached for your reference.

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. 1


 NJSDA Director 4/11/14
Date



Addendum #1

New Jersey Schools Development Authority
Office of Procurement
32 East Front Street
Trenton, NJ 08625
Phone: 609-858-2981
Fax: 609-656-4642

Date: April 11, 2014

PROJECT #: ST-0014-B01
New Elementary/Middle School
Gloucester City Public Schools

DESCRIPTION: Addendum #1

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