

**Addendum #2**

New Jersey Schools Development Authority  
Office of Procurement  
32 East Front Street  
Trenton, NJ 08625  
Phone: 609-858-2981  
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**Date:** May 2, 2014

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

**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. Extension of Bid Submission Date and Bid Opening Date:**

- a. The date for submission of Technical and Price Proposals is changed from 2:00 pm, Wednesday, May 14, 2014, to 2:00 pm, **Wednesday, May 21, 2014**. See Items A.2.a and A.2.b, below for modifications to the RFP to implement this extension.
- b. The date for opening of the sealed price proposals is changed from 2:00 p.m., Thursday June 5, 2014 to 2:00 p.m., **Thursday June 12, 2014**. See item A.3.b, below for modifications to the Bid Advertisement to implement this extension.

**2. Modifications to Request for Proposals:**

- a. **REVISE:** Section 1.3 B.2 of the RFQ/RFP ("Technical Proposal") shall be revised as follows, to change the due date for submission of the Technical Proposal to May 21, 2014 (additions in **bold and underlined** text; deletions in *strikethrough and italics*):



2. Technical Proposal

Interested Firms must submit a Technical Proposal, which provides responses to the non-price "other factors" evaluative criteria requirements of this RFP. Interested firms must submit one unbound original, four (4) bound copies, and two (2) CDs containing full cover-to-cover PDF copies required of the Technical Proposals to the NJSDA for consideration. The Technical Proposals must be received by the NJSDA by 2:00 PM on Wednesday, ~~May 14, 2014~~ **May 21, 2014**. Faxed or e-mailed Submittals shall not be accepted.

- b. **REVISE:** The fourth paragraph of Section 1.3 B.3 of the RFQ/RFP ("Price Proposal"), shall be revised as follows, to change the due date for submission of the Price Proposal to May 21, 2014 (additions in **bold and underlined** text; deletions in ~~strikethrough and italics~~):

The Price Proposal must be sealed and submitted with the original Technical Proposal and received by the NJSDA by **2:00 PM** on Wednesday, ~~May 14, 2014~~ **May 21, 2014**. Faxed or e-mailed Price Proposals shall not be accepted.

3. **Modifications to Advertisement of Procurement:**

- a. **REVISE:** Paragraphs D and E of the Procurement Submission Dates and Times section of the March 4, 2014 Advertisement for this Procurement shall be revised as follows, to change the due date for submission of the Technical Proposal to May 21, 2014, and to change the date for opening of the sealed price proposals to June 12, 2014 (additions in **bold and underlined** text; deletions in ~~strikethrough and italics~~):

D. Interested firms must submit a Technical Proposal, which provides responses to the non-price "other factors" evaluative criteria requirements of the RFP. The Technical Proposals must be received by the NJSDA by 2:00 PM on ~~May 14, 2014~~ **May 21, 2014**. Faxed or e-mailed submittals shall not be accepted.

Bidders must simultaneously submit a sealed Price Proposal which must be submitted with the Technical Proposal and received by the NJSDA by 2:00 PM on ~~May 14, 2014~~ **May 21, 2014**. Faxed or e-mailed Price Proposals shall not be accepted. Any Technical or Price Proposals received after this date and time will be returned unopened. Technical Proposals and sealed Price Proposals shall be delivered to the NJSDA at the following address:

If submitting by U.S. Mail:  
NEW JERSEY SCHOOLS DEVELOPMENT AUTHORITY  
P.O. Box 991  
Trenton, NJ 08625-0991  
If submitting by Fed Ex, UPS, Courier, Hand Delivery:  
NEW JERSEY SCHOOLS DEVELOPMENT AUTHORITY



32 E. Front Street  
Trenton, NJ 08625-0991

E. The sealed Price Proposals shall be publicly opened and read at a bid opening at the NJSDA office on ~~June 5, 2014~~ **June 12, 2014** at 2:00 PM.

**B. CHANGES TO THE PROJECT MANUAL:**

NOTE: Additions are shown in **bold and underline** text; deletions are shown in *strikethrough and italics*.

**1. Volume 1 General Requirements**

a. **MODIFY:** Modify Section 01010, Summary of Work, 1.7.B.4 as follows:

4. ~~*Temporary/Safety Fencing: The entire project site shall be secured by temporary construction/site safety fencing.*~~ **Site Safety/Site Fencing: Within ten (10) working days of receipt of the Design-Build Notice to Proceed (NTP), the Design-Builder shall install a post-driven fence around the entire Project site as indicated in the documents.** The Design-Builder shall maintain the fencing throughout the duration of the project and make all necessary repairs and replacements to restore any damaged areas of the temporary fencing system, including but not limited to: posts, rails and fabric.

b. **DELETE:** In Section 01500, Temporary Facilities and Controls, delete 1.2.E.4 in its entirety and renumber subsequent items accordingly:

~~4. *Enclosure fencing for the site.*~~

c. **ADD:** In Section 01500, Temporary Facilities and Controls, 1.2.F., add the following and renumber subsequent items accordingly:

**2. Temporary site enclosure/security fencing.**

d. **ADD:** In Section 01500, Temporary Facilities and Controls, add Paragraph 2.1.C. as follows and renumber subsequent items accordingly:

**C. Temporary site enclosure/security fence: Provide minimum 2" mesh, 0.148" diameter, galvanized-steel chain-link fabric fencing; minimum 8'-0" high with Schedule 40 galvanized-steel pipe posts; minimum 2-3/8" OD line posts and 2-7/8" OD corner, gate and pull posts, with 1-5/8" OD top and intermediate rails.**



1. Provide 0.177" galvanized tension wires at panel bottoms and as needed to provide stability.
  2. Provide galvanized fittings, intermediate rails, diagonal bracing, tension wires, hardware and other accessories as needed to ensure fence integrity and stability throughout the pre-construction and construction phases of the Project.
  3. Line posts shall be mechanically driven to a minimum depth of 3'-0" into undisturbed soil. Mechanically drive posts plumb, and protect post tops to prevent distortion. Line post spacing shall not exceed 10'-0" on center.
  4. All corner and gate posts shall be set plumb in 3,500-psi concrete footings no less than 1'-0" in diameter and 4'-0" deep. Cap all posts set in concrete footings.
  5. All gates shall be fully welded and diagonally braced.
- e. **ADD:** In Section 01500, Temporary Facilities and Controls, following Paragraph 3.2. Field Office and Equipment for Use by the Authority, add Paragraph 3.3. as follows and renumber subsequent items accordingly:

### 3.3 SECURITY AND PROTECTION FACILITIES AND SERVICES

- A. Temporary fire protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241; manage fire-prevention program.**
1. Prohibit smoking in construction areas.
  2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.
  3. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information in locations visible to staff and visitors.
- f. **ADD:** To Section 01500, Temporary Facilities and Controls, (renumbered) Paragraph 3.4. Temporary Construction and Support Facilities Installation, add Paragraph 3.4.B. as follows and renumber subsequent items accordingly:

### B. Temporary Site Enclosure/Security Fence



1. Within ten (10) working days of receipt of the Design-Build Notice to Proceed (NTP), complete the installation of a site perimeter enclosure/security fence in a manner that will prevent unauthorized vehicles and pedestrians from entering the site except through designated entrance gate(s).
  - a. Extent of fence: As required to enclose the entire Project site and construction operations.
2. Provide tamper-proof gate hardware and fittings and maintain vehicular and pedestrian gates in proper operating condition to ensure egress and site security throughout the pre-construction and construction phases of the Project.
3. Maintenance of the temporary perimeter enclosure/security fencing and gates shall include any and all disassembly, relocation, reinstallation, modifications, repairs and/or replacement as may be required to advance the project, as mandated by authorities having jurisdiction, or as otherwise necessary. Said maintenance shall be performed routinely and at no additional cost to the Authority.
4. The Design-Builder is responsible for removal and disposal of all temporary site enclosure/security fence materials and appurtenances at such time as fencing is no longer required or mandated by construction progress or security considerations. Coordinate temporary fence removal with construction activities and installation of permanent fencing to ensure site security at all times.

## 2. Volume 2 Performance Specifications

- a. **ADD:** In Section C1090.20, Information Specialties, Performance, A.6., add the following:
  - c. Display cases, suitable for the storage and display of awards, trophies, archival items and student work.
    - (1) Provide permanently mounted units in quantities and locations as indicated.
- b. **ADD:** In Section C1090.20, Information Specialties, Products, add the following and renumber subsequent items accordingly:

### B. Display Cases

1. Provide recessed, factory-fabricated units in widths and quantities indicated, 72" high x 24" deep, and as follows:



- a. Aluminum frame with factory-applied powder-coat finish in custom colors, with concealed fasteners and matching edge trim.
  - b. Sliding doors: 6-mm tempered glass, unframed; with extruded-aluminum top and bottom track; supported on nylon or ball-bearing rollers; with plastic top guide and rubber bumpers. Equip each door with ground finger pull and adjustable cylinder lock with two keys.
  - c. Shelves: 6-mm tempered glass on adjustable brackets and standards. Provide 2 shelves full depth and 3 shelves 12" deep for each cabinet.
  - d. Back panel: Fabric-covered tackboard.
  - e. Illumination: Concealed LED lighting controlled by digital lighting control system.
- c. **MODIFY:** Modify Section C1090.40, Toilet Accessories, Performance, A.1. as follows and renumber subsequent items accordingly:
- e. Holders and dispensers for toilet, sink, and bath supplies *furnished by the district*.
    - (1) Toilet paper: Roll, consumer-size; one double-roll dispenser per toilet.
    - (2) Toilet seat covers: Paper; one dispenser per toilet in faculty restrooms.
    - (3) Hand soap: Liquid, one dispenser for each lavatory in restrooms.
    - (4) Women's personal supplies: Vending of tampons; one for each faculty women's restroom.
  - f. Changing stations: One in the Nurse's Suite.
  - g. Holders and dispensers for cleaning supplies, utensils, and tools *furnished by district*.
    - (1) Mops and brooms: 6 items to be hung up in each janitor's closet, plus shelf for supplies.

**2. Coordinate toilet accessories with district's standard types and sizes of supplies, utensils and tools.**

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

**T. Science Room Sinks**

**1. Use the following:**

- a. Molded epoxy resin, integral with countertop.
- b. Integral side drainboard.



- c. Countertop-mounted gooseneck faucet with extended wrist blade handles and spray hose.
  - d. Beaker rack.
- e. **MODIFY:** In Section D3050.60, HVAC Design Parameters, Performance, D., modify Paragraph 3. as follows:
- 3. Lighting
    - a. Classrooms: ~~1.5~~ 1.4 w/sf.
    - b. Offices: ~~1.5~~ 1.1 w/sf.
    - c. Gymnasium: ~~1.5~~ 1.4 w/sf.
    - d. Cafeteria: ~~1.5~~ 1.4 w/sf.
    - e. Corridors and general areas: ~~1.0~~ 0.5 w/sf.
    - f. Upon acceptance of the final lighting design, actual Lighting Power Densities which are more stringent than ASHRAE Standard 90.1 may be used for design (peak load) calculations and sizing of the HVAC and mechanical systems.
- f. **ADD:** In Section E1040.10, Educational and Scientific Equipment, Performance, A.2., add the following and renumber subsequent items accordingly:
- e. Goggle cabinets.
- g. **ADD:** In Section E1070.00, Entertainment and Recreational Equipment, Performance, A.2.b., add the following:
- (6) Chinning Bars
  - (7) Climbing Wall
- h. **ADD:** In Section E1070.00, Entertainment and Recreational Equipment, Products, B., add the following:
- 7. Chinning Bar
    - a. Provide ten-foot (nominal) three-unit powder-coated bar.
    - b. Provide one unit on each side of divider curtain.
  - 8. Climbing Wall
    - a. Basis of Design: Modular panel walls by Rockwerx or Eldorado.



- b. **Provide one 4' x 16' horizontal traverse panel on each side of divider curtain.**
- i. **ADD:** In Section G2030.00, Pedestrian Plazas and Walkways, Performance, C.2., add the following:
- e. **Flagpole indicator: Provide clay brick pavers surrounding flagpole, approximately 8'-0" square, to match clay brick band at curb.**
- j. **ADD:** In Section G2060.00, Site Development, Products, A.1.d.(2)(b), add the following and renumber subsequent items accordingly:
- (i) **Provide 2" x 10" x 3/16" steel tube mounting plates integral with and welded to pickets and frame for exit device and latch.**
- (ii) **Provide perforated steel sheet shield over gate and adjacent panels minimum 3'-0" from gate; Basis of Design McNichols #1698001141, with hemmed edging.**
- k. **ADD:** In Section G2060.00, Site Development, Products, A.1.d.(7), add the following and renumber subsequent items accordingly:
- (a) **Comply with UL 325 and ASTM F2200 in design, manufacture and installation of gates and gate operators.**

**C. CHANGES TO THE EDUCATIONAL SPECIFICATIONS:**

1. **REPLACE:** In the Room Area Calculations and Fit-Out Lists, replace pages E-1, E-2, E-13, E-14, and E-24, included herewith as Attachment 2.1.

**D. CHANGES TO THE DRAWINGS:**

1. Not applicable.

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

1. Question: Addendum #1 modified General Conditions Article 14.15.6 and states that the Professional Liability Policy of the Subconsultants add The Design Builder, The Authority and others as additionally insured. Our insurance carriers have never seen a Professional Liability Carrier add additional insured. Please see the attached sheet titled "Naming the Client as an Additional Insured" and confirm whether or not this requirement must remain.





Answer: No. See Item F.1.a below, retracting changes made by Addendum #1 to insurance language in the General Conditions.

2. Question: Please confirm there is no Resinous Broadcast Urethane being installed in the 2<sup>nd</sup> Floor Corridor.

Answer: Confirmed. There is no Resinous Broadcast Urethane flooring finish on the 2nd floor Corridors. Refer to Performance Specs Section C2000.00 Interior Finishes, Drawings A-8, A-9 and A-10 and the Education Specifications- Room Finish Schedule.

3. Question: In many cases, the quantity and length of magnetic white boards, marker boards and tack boards differ from what is shown on "F" Series Drawings and that indicated in the Volume 3 Fit Out List. Please clarify what we are to follow.

Answer: Furniture, furnishings and equipment including erasable and tackable surfaces are located and quantified in the Furniture Plans (F1- F5) and the Educational Specifications (Section E- Room Area Calculations and Fit-Out Lists). If a discrepancy in quantity is encountered between references, the higher quantity reference takes precedence. Magnetic White Boards (MWB1) are described in Section C1090.20, Visual Display Fixtures under Erasable Surfaces. Refer to revised Room Area Calculations and Fit-Out List pages E-1 and E-2 included herewith as Attachment 2.1.

4. Question: In Science Prep Room #B308A, the storage/fixed cabinetry is not by DB/GC per Fit-Out List on page E-3.

Answer: Storage/Fixed Cabinetry and Equipment (Sink Counter with Storage above and below, and Lockable Chemical Storage Cabinets) shall be provided by DB/GC as listed on page E-3 of the Room Area Calculation and Fit-Out Lists.

5. Question: Corridor furnishings are not noted on the Fit-Out List in Volume 3. Are all lockers, display cases, etc. to be included in DB/GC Contract?

Answer: Lockers and Display Cases as indicated in the Plans shall be provided by DB/GC. Refer to Performance Specs Section C1090.70 for information on Lockers. The Basis of Design for Display Cases is included in Section B.2.A and B.2B listed above.

6. Question: Tech Coordinator Office/Prep Rm. #B202, Fit-Out List page #E-18 indicates a teacher prep counter and open shelving by DB/GC. These do not appear on Drawing F-Similar to our question #1, please clarify if we should typically follow the "F" Series Drawings or the Fit-Out List.



Answer: Refer to Response to Question #3 (above).

7. Question: Section CI030.00, page 6 of 11, para. K.2, please advise the name of the school district's existing system.

Answer: The District's existing door security access system is "Keyscan" in conjunction with a "School Check-In" software system. Note, however, that the "Keyscan" system is manufactured by a Canadian company, and thus may be incompatible with the Design Builder's obligations under the statutory "Buy American" requirements for public projects, as documented in and required by section 3.24 of the Design Build Agreement. The Design-Builder is responsible for designing and installing a compatible, domestically-sourced system, and any deviation from the "Buy American" requirements of the Design Build Agreement must fall within the exceptions to the "Buy American" requirements and must be approved in advance by the NJSDA.

8. Question: Section 1090.40, para. A.1.e: Who will install the district provided holders and dispensers for toilet, sink and bath supplies?

Answer: While the SUPPLIES are furnished by the district, all toilet, sink and bath accessories are furnished and installed by the Design-Builder. Coordinate the selection of such toilet, sink and bath accessories with the District's standard types and sizes of supplies.

9. Question: Autistic Sensory Rm. B105 on Fit-Out List page E-13:
- A) Is gross motor skills area vestibular swing and mat the same item as products, para. I in section EI040.10? (Need spec formats under this item)
  - B) Need spec for folding gym mats by DB/GC.
  - C) Need spec for padded gym mat by DB/GC.
  - D) Need spec for square panel carpet by DB/GC.
  - E) Need spec for ball pit by DB/GC.

Answer: Refer to revised Room Area Calculations and Fit-Out List page E-13 included herewith in Attachment 2.1.

- A) Sensory Station Panel shall be furnished and installed by DB/GC; vestibular swing and padded floor mats shall be provided by the District;
- B) Folding Gym Mats are provided by the District;



- C) Padded Gym Mats are provided by the District;
- D) Square Panel Carpet is provided by the District;
- E) Ball Pit is provided by the District.

10. Question: OT/PT/Room A105: Same questions as #2.A above.

Answer: Refer to revised Room Area Calculations and Fit-Out List page E-14 included herewith in Attachment 2.2; and response to Question #9 (above).

11. Question: There has to be some clarifications to Fit-Out List items noted by DB/GC:

A) In most rooms, teacher's desk is by FFE, but in some areas (i.e. Science Demo #B217), this is by DB/GC.

B) In #B217, other items such as book cases and teacher wardrobe/storage are by DB/GC but in most locations are noted by FFE.

C) Art Rooms #B205 and B206 are similar in furnishings shown on Fit-Out List and Dwg. F1, but B206 has sink stations w/overhead storage on Fit-Out List and B205 has counter w/sinks. What is spec on sink stations?

D) No special science room sinks or faucets are included in Section C1090.70 or E1040.10. Is it the intent that these are to be covered under the Plumbing Specifications for general classroom sinks?

E) Emergency shower/eye wash units were added to plumbing fixture section in addendum #1. Rooms B308 and B307, per pages E3 and E4, list one emergency shower/eye wash units in each room. Drawing F-2 indicates two eye wash stations and one emergency shower. Please clarify what is to be provided by DB/GC.

F) Most magnetic white boards (need spec) are by DB/GC but some areas are by tech? (i.e. Teacher Work Rooms #B103 and B303)

G) Storage #B205A on F1 and E8/E10 does not receive shelving by DB/GC?

Answer: A) Teacher's Desk shall be provided by FFE;

B) Book Cases, Teacher Wardrobe/ Storage, Tall Storage Cabinet and Microscope /Storage Cabinet shall be provided by FFE;

C) Both Art Classrooms (B-205, B-206) shall have Counter with Sinks and Overhead Storage and Mobile Supply Carts. Refer to Floor Plans and Performance Specifications Section D2010.60.



D) Science Lab sinks and faucets shall be added in Addendum #2 under Section D2010.60.

E) Refer to Response to Question #9 (above).

F) Erasable Surfaces (magnetic white boards) shall be provided by DB/GC.

G) Counter with storage above and below, and Lockable Flammable materials cabinet as indicated in Drawing F-1, Section C1090.70 and Educational specifications shall be provided by DB/GC.

12. Question: In Section C2000.00, page 5, please provide more information on the type of "StonClad" floor to be used in both the kitchen prep area and kitchen serving areas.

Answer: Refer to Project Manual Volume 2 Section 2000.00 Table 2000.00-1 page 3 Table of Interior Floor Finishes: Kitchen and Serverry: Lists "Stonhard Stonclad with medium texture color: Desert Tan". Stonclad UT, a multi layer, troweled on, polyurethane mortar system should be used as a Basis of Design. The Stonhard website provides additional information:  
<http://www.stonhard.com/products/stonclad/>

13. Question: Per gymnasium Fit-Out on page E-22:

- A) Pull-Up Bars not in spec. are 2 sets of 2 (4 total) required?
- B) Climbing walls not in spec. are 2 required?
- C) 3 pairs of Volleyball Sleeves required?
- D) Quantities of Retractable Bleachers (2 @ 24.5', 1 @ 34.5') are not consistent with drawing F4 (4 @ 24.5', 2 @ 34.5/1)
- E) Divider Curtain indicated in spec., but not in E-22? Is it required?

Answer: As per the Gymnasium Fit-Out List page E-22:  
A) provide Pull-Up/Chinning Bars-Basis of Design is included in Addendum #2;  
B) Provide 2 Climbing Walls- Basis of Design is included in Addendum #2;  
C) Provide 3 pairs of Volleyball Sleeves in the main court and cross courts.  
D) Refer to Response to Question #9 (above).  
E) Divider Curtain is required as indicated in the plans and Performance Specifications Section E1070.00.

14. Question: Is open shelving in Kiln Rm. #B-206A considered steel or plam per C1090.70, page 3 of 4?

Answer: Tall open shelving in Kiln Rm B-206A shall be heavy-duty steel shelf units as per Section C1090.70.



15. Question: In Locker Rooms C101C, C101G on F-4, bench quantity/size is not consistent w/E-23. (E-23 = 3 @ 4.5' F-4 = 2 @ 5', 2 @ 6'.)

Answer: Refer to Response to Question #3 (above).

16. Question: Vocal Music Storage Area C105A = 45 instrument storage cabinets on E-24, 38 on F-4?

Answer: Refer to revised Room Area Calculations and Fit-Out List page E-24 included herewith in Attachment 2.2.

17. Question: E-25, Instrumental Music Office C106,  
A) Is sink required? (not shown on F-4)  
B) TSI above tack board? (no tack board indicated)

Answer: A) Sink is not required in Room C-106 Music Office.  
B) Tackstrip (TS1) is not required in Room C-106 Music Office.

18. Question: Standard room finish schedule #B8 indicates resinous floor at first and second floor lobby areas, but A8 and A9 only shows this at first floor. Please clarify.

Answer: There is no Lobby on the 2nd floor; refer to response to Question #2 (above).

19. Question: Section C1090.25 contains spec. for cubicle curtains, but on E-31, is by District.

Answer: Cubicle Curtains as per Section C1090.25 shall be provided by DB/GC.

## F. CHANGES TO PREVIOUS ADDENDA:

### 1. Previous Modifications to Volume 1, General Requirements

- a. **DELETE:** Item B.1.d of Addendum #1, regarding modification of Section 14.15.6 of the Insurance Provisions of the Design Build Agreement, is retracted and deleted in its entirety. The addition of the Professional Liability Policy to the list of policies requiring the naming of the NJSDA and other parties as additional insureds was in error.
- b. **MODIFY:** Item 1.c on page 7 of 27 of Addendum #1, referring to the addition of a new Section A.10 to the Special Conditions, shall be modified as follows: (deletions are shown in *italics and strikethroughs*; additions are shown in **bold and underline**).

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.~~

~~(e) 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-Builder's 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 warrant 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. **Addendum #1.2 Volume 2 Performance Specifications**

a. **REPLACE:** Replace Item b. with the following:

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, Armortex 44/450 storefront framing system, 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.**

b. **REPLACE:** Replace Item e. with the following:



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 system with 5" top rails and stiles and 8-1/2" bottom rails, Armortex 44/450 storefront framing system, 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.**

c. **REPLACE:** Replace Item w. with 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 hydraulic gate closers, hinges and stops at all personnel gates.**

**(i) Basis of Design: SureClose systems by D&D Technologies.**

## **G. ATTACHMENTS**

1. Attachment 2.1: Revised Room Area Calculations and Fit-Out Lists, pages E-1, E-2, E-13, E-14, and E-24.
2. Attachment 2.2: City of Gloucester Environmental Utilities Letter dated April 16, 2014.







**Addendum #2**

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

**Date:** May 2, 2014

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

**DESCRIPTION:** Addendum #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