



Addendum No. 2

NJSDA
32 East Front Street
Trenton, NJ 08625
Phone: 609-858-2982
Fax: 609-656-4608

DATE: November 27, 2013

PROJECT No: ST-0045-A01

DESCRIPTION: Millville Senior High School and Lakeside Middle School

This addendum shall be considered part of the Bid Documents issued in connection with the referenced project. Should information conflict with the Bid Documents, this Addendum shall supersede the relevant information in the Bid Documents.

A. CHANGES TO THE PROCUREMENT PROCESS:

Not Applicable.

B. CHANGES TO THE PROJECT MANUAL:

1. Modifications to Bridging Design Consultant Agreement to Reflect Two Projects

- a. **REVISE:** On Page 1 of the Agreement, insert the following language before the Definitions section: (additions in **bold in underlined** text; deletions in *strikethrough and italics*):

Throughout this Agreement, any and all references to "Project" shall be interpreted to mean each of the two Projects individually (Millville Senior High School and Lakeside Middle School), and any and all references to "Project Site" or "Site" shall be interpreted to mean each of the Project Sites individually, unless the context specifically indicates a reference to only one of the Projects.

- b. **REVISE:** The definition of "Project" shall be revised as follows: (additions in **bold in underlined** text; deletions in *strikethrough and italics*):

1.64 "Project" or "School Facilities Project" means the acquisition, demolition, design, construction, improvement, repair, alteration, modernization, renovation, reconstruction, maintenance, etc., of all or any part of ~~a~~ **the School Facility Facilites** or of any other personal property necessary for or ancillary to any School Facility. Throughout this Agreement, **any and all** references to "the Project" shall be interpreted to refer to **both of the two specific Project Projects included in this engagement (Millville Senior High School and Lakeside**

Middle School), as identified in Appendix A, unless otherwise defined to specifically refer to only one of the two Projects.

- c. **REVISE:** The definition of "Site" shall be revised as follows: (additions in **bold in underlined** text; deletions in *strikethrough-and-italics*):

1.74 "Site" **or "Project Site"** means the site(s) proposed or selected for the Project. Throughout this Agreement, any and all references to the term "Site" or "Project Site" shall refer to both of the two Project Sites included in this engagement (Millville Senior High School and Lakeside Middle School) as identified in Appendix A, unless otherwise defined to specifically refer to only one of the two Project Sites.

- d. **ADD:** After Section 2.1 ("Project Review"), add the following Section 2.1.1 ("Multiple Projects Included in this Engagement") (additions in **bold in underlined** text; deletions in *strikethrough-and-italics*):

2.1.1 **Multiple Projects Included in this Engagement.** This engagement and Agreement contemplate the Bridging Design Consultant's performance of Services with respect to two distinct Projects in the overall scope of the engagement, Millville Senior High School and Lakeside Middle School as described in Appendix A of this Agreement. Any and all references to "Project" in the Agreement shall be deemed to refer to each of the two Projects individually, except where the context is clear that such reference is intended to refer to only one of the Projects. Bridging Design Consultant shall be responsible to keep separate records, files and correspondence for each of the Projects, and shall provide and maintain separate accounting and invoicing for each Project. To the extent the provisions of this Agreement require the Bridging Design Consultant to produce Deliverables in the scope of its performance, the Bridging Design Consultant shall provide full, complete, separate and independent Deliverables for each of the Projects.

C. CHANGES TO THE DRAWINGS:

1. Not Applicable

D. BIDDER'S QUESTIONS AND NJSDA RESPONSES:

1. **QUESTION:** We received the addenda for the Millville Bridging Design Consultant RFP (ST-0045-A01), including the Agreement between SDA and Bridging Design Consultant attachment. However, the agreement listed Appendices of Appendix A through Appendix G, and these were not included in the attachment. Can you please advise regarding these appendix attachments for the agreement?

ANSWER: Appendices A, B and D to the Bridging Design Consultant Agreement were included as part of the attachments to the RFP. Appendix C to the Bridging Design Consultant Agreement was included as part of the attachments to Addendum #1. The remaining Appendices (E through G) to the Bridging Design Consultant Agreement represent various

documents that are either submitted or created by the awardee to satisfy post-procurement requirements.

For example, Appendix E under the Agreement will include the Certificates of Insurance supplied by the awardee, in accordance with the terms of Section 12 of the Agreement, in particular Section 12.3 ("Certificates of Insurance") and Section 12.12 ("Continuous Coverage Requirement for Insurance on Claims Made Basis"). Additionally, Appendix E will attach the Business Registration Certificate submitted by the awardee as part of the Technical Proposal, in response to Section 2.8 of the Request for Proposals.

Appendix F is a document prepared by the Bridging Design Consultant as a listing of "the names and titles of all Employees and Subconsultants retained by the Bridging Design Consultant to perform Services related to the Project," in accordance with Section 2.7 ("Bridging Design Consultant Project Manager") and Section 2.8 ("Performance of Services") of the Agreement.

Appendix G are the various forms required to be executed by the awardee upon award, including the "Integrity Affidavit" and "Disclosure to Office of Fiscal Integrity/General Consent and Waiver." Sample forms are included as Attachment(s) 2.1 and 2.2 to this Addendum.

2. **QUESTION:** The BDC Agreement does not have appended the "Disclosure to Unit of Fiscal Integrity General Consent and Waiver" form or the "Integrity Affidavit" form. These forms are to be completed by the selected firm prior to award.

ANSWER: Refer to Answer to Question D.1, above. The cited items are included as Attachments 2.1 and 2.2 to this Addendum.

3. **QUESTION:** With regard to building commissioning for the Millville Senior HS and Lakeside MS project, is it the intent of the SDA to directly engage a Commissioning Agent for the duration of the project (Pre-Design through Occupancy)?

ANSWER: It is the intent of the SDA to require the Design-Builder to engage a Commissioning Agent for Design-Build Phase commissioning services. The extent of the Bridging Design Consultant's commissioning activities during the Predesign Phase is defined in Paragraph 4.2.7 of Appendix B. The extent of the Bridging Design Consultant's commissioning activities during subsequent Phases, if any, will be determined during the Predesign Phase.

4. **QUESTION:** If the SDA intends to directly hire a Commissioning Agent for the duration of the project, and the Design Builder will engage a commissioning specialist as has been indicated in other SDA Design Build RFP's, how can a firm bidding on the Bridging Consultant Services

determine what the scope of the Building Commissioning discipline will be within the Bridging Design Consultant's Services for the Pre-design Phase?

ANSWER: Refer to Answer to Question D.3, above.

5. **QUESTION:** Development of the Commissioning OPR document which guides the Commissioning Process is a critical Pre-design Phase Commissioning Task. Who does SDA intend to have develop this document?

ANSWER: The Design-Builder. Refer to Answer to Question D.3, above.

6. **QUESTION:** A reference to Building Commissioning is found in the RFP in Appendix B section 4.2.7. It states "Establish the project's approach with respect to achievement of LEED certification, building commissioning, and application for E-Rate funding." Does this sentence define SDA's intent with regard to the Building Commissioning discipline involvement in Pre-Design Services?

ANSWER: Yes. Refer to Answer to Question D.3, above.

7. **QUESTION:** Scope of work is unclear for the Building Commissioning consultant, based on the type of project and nature of the design build process could the following scope of work be assumed for this effort:

- Develop Design Phase Commissioning Plan.
- Attend team kickoff meeting for discussion of Commissioning integration into the project.
- Coordinate and develop the Owner's Project Requirement (OPR) and the Design Intent and Basis of Design documentation.
- Develop the Commissioning specifications for all equipment and systems that are to be commissioned.
- Review of the design documents with a back-check of the review comments in subsequent submission.

ANSWER: Refer to Answer to Question D.3, above.

8. **QUESTION:** Can you please clarify that the intended fees being submitted on the Pre-Design Fee Proposal Form are in fact only for the Pre-Design Services contained in Appendix B and not for Schematic Design as well.

ANSWER: The fees to be submitted on the Detailed Pre-Design Fee Proposal Form included in the Request for Proposals are only for the Pre-Design Services contained in Appendix B and not for Schematic Design as well.

9. **QUESTION:** Relative to the "Bridging Design Consultant Agreement" provided in Addendum #1, can you please clarify how Articles 2.4, 2.5 and 2.26 apply to the Pre-Design Services we are proposing on at this time?

ANSWER: Articles 2.4 (“ Errors, Omissions and Deficiencies”), 2.5 (“Liability for Errors, Omissions and Deficiencies”) and 2.26 (“Legal Costs”) obligate the Bridging Design Consultant to, among other things, correct and remedy and cover legal costs for any errors or omissions in the Work Product as judged against the applicable Standard of Care as indicated in Section 2.3 (“Standard of Care”). Thus, while the Bridging Design Consultant engagement does not replicate a typical Design Consultant scope of work in that it does not encompass the production of Construction Documents that will be used in the actual construction of the Project, nevertheless, to the extent that Bridging Design Consultant Services are required under the Agreement, the awardee is accountable for provision of those services in conformance with the applicable standard of care.

10. **QUESTION:** Is there potential to negotiate the referenced Articles (No. 9 above) as they relate to the Schematic Design portion of the project to be awarded after the Pre-Design Phase? It would appear that these articles relate to the Design/Build Team and not the Schematic Design Consultant.

ANSWER: No. Negotiation of contract terms is not possible with this engagement. Refer to Answer to Question 9, above.

11. **QUESTION:** Relative to Article 2.26 of the agreement specifically, is it the Authority’s intent that the Pre-Design / Schematic Design Consultant be responsible for legal fees associated with governmental approvals, zoning approvals and to defend against any claim filed by any third party related to a Pre-Design / Schematic Design submission? This appears to be an uninsurable clause for any consultant preparing Pre-Design Reports and/or Schematic Designs.

ANSWER: Yes, the Bridging Design Consultant is responsible for the cited legal fees, and defense and indemnification obligations. These obligations are no different than what is required under any of the Authority’s Design Consultant Agreements.

12. **QUESTION:** I don’t see geotechnical services as part of the required services. Will this discipline be a requirement?

ANSWER: Required Predesign geotechnical and related services are identified in Paragraphs 3.5 and 3.6 of Appendix B and the discipline is required to the extent necessary to complete these services. The extent of geotechnical services beyond Predesign will be determined during the Predesign Phase

E. CHANGES TO PREVIOUS ADDENDA:

1. **ADDENDUM NO. 1**

a. **REVISE:** **The Answer to Question Number 6 in Addendum 1 shall be revised to modify the second list of subconsultant disciplines (not in boldface or**

underlined) to change the designation of the Architecture discipline as follows (additions in **bold and underlined** text; deletions in *strikethrough and italics*):

P001 Architecture

- b. **REVISE:** The Answer to Question Number 7 in Addendum 1 shall be revised to modify the discipline name listed in the second paragraph of the Answer for category P025 as follows: (additions in **bold and underlined** text; deletions in *strikethrough and italics*):

Estimating/Cost ~~Engineering~~ **Analysis**.

- c. **REVISE:** The Answer to Question Number 7 in Addendum 1 shall be revised to modify the name of the governmental entity cited in the third paragraph of the Answer, as follows (additions in **bold and underlined** text; deletions in *strikethrough and italics*):

the Department of Treasury, ~~Department~~ **Division** of Revenue

F. ATTACHMENTS:

1. Attachment 2.1 Appendix G to Bridging Design Consultant Agreement: "Integrity Affidavit" Form
2. Attachment 2.2 Appendix G to Bridging Design Consultant Agreement: "Disclosure to Office of Fiscal Integrity/General Consent and Waiver" Form

End of Addendum No. 2



Ritchard J. Sherman
NJSDA Director 11/27/2013

Addendum No. 2

NJSDA
32 East Front Street
Trenton, NJ 08625
Phone: 609-858-2982
Fax: 609-656-4608

DATE: November 27, 2013

PROJECT No. ST-0045-A01

DESCRIPTION: Millville Senior High School and Lakeside Middle School

Addendum No. 2

Acknowledgement of Receipt of Addendum

Contractor must acknowledge the receipt of the Addendum by signing in the space provided below and return via Email to MATaylor@njsda.gov and jmcelhenny@njsda.gov or fax to (609) 656-4609 and (609) 656-4608 . Signed acknowledgement must be received prior to the Bid Due Date.
Acknowledgement of the Addendum must be made in the Technical Proposal submission.

Signature

Print Name

Company Name

Date

PREVAILING WAGE

I SWEAR AND AFFIRM that the Contractor shall comply with the New Jersey Contractor Registration Act, Public Laws 1999, Chapter 238 and the New Jersey Prevailing Wage Act, Laws of 1963, Chapter 150, and all amendments thereto, with respect to the Contract and any other contracts related to school construction entered into on behalf of the NJSDA or the State of New Jersey, except those contracts not within the contemplation of these acts; AND

I SWEAR AND AFFIRM that all statements contained in the Contractor's Project Rating Proposal and Price Proposal and this Affidavit are true and correct; and all such statements have been made with full knowledge that the NJSDA relies upon the truth of the statements contained in the Proposals and in this Affidavit in executing the Contract.

Sworn and subscribed to before me

this _____ day of _____, 20____.

Signature of Principal

Notary Public of _____

Print or Type Name

My commission expires: _____, 20____.

Title

Signature of Notary Public

DISCLOSURE TO OFFICE OF FISCAL INTEGRITY/GENERAL CONSENT AND WAIVER

Contract #:

STATE OF NEW JERSEY}

}ss.

COUNTY OF _____}

I, _____, of the Municipality of _____, in the County of _____ and the State of _____ of full age, being duly sworn according to law on my oath, depose and say that:

A. I am _____ of the firm of _____, (the "Contractor"), which has been awarded the referenced contract (the "Contract") and that I execute said Contract with full authority to do so; that said Contractor agrees to and hereby consents to permit the New Jersey State Police or such other office as may be designated to perform the functions of the Office of Fiscal Integrity in School Construction in the Office of the State Attorney General, established pursuant to Public Law 2000, Chapter.72, Section 70, as amended, or its authorized representatives (the "Office of Fiscal Integrity"), access as described below, to:

1. All documents related to the Contract, including but not limited to, classification information, work product, and confidential memos and certifications required to be kept by any governmental agency, including but not limited to the Department of Community Affairs, the Department of Labor, the Department of Education, the Department of Environmental Protection, the Department of Treasury, the Division of Consumer Affairs, Licensing Boards, the New Jersey Economic Development Authority and the New Jersey Schools Development Authority.
2. All documents related to the Contract, which are required to be kept by the Contractor, including but not limited to contracts, specifications, drawings, deliverables, change orders, alternate submissions, approvals/rejections, unit prices, product data, time of performance schedules, construction photographs, quality control management and reports, value engineering information, up-to-date project accounting system, intermediate and final audits, as-builts, and close-out documentation.
3. All documents related to the approval process for each School Facilities Project covered by the Contract, including but not limited to Project siting, land acquisition, real estate documents (deeds, leases, title report including searches for easements, mortgages, judgments, liens, unpaid taxes, water & sewer, property description by metes & bounds), surveys, permits and inspections.
4. All documents related to the payment of professionals in connection with the Contract, including but not limited to surveyors, title abstractor/company, lawyers, appraisers, soils engineers, bond counsel, underwriters, financial and investment advisors, trustees, official printers, bond insurers.
5. All documents related to the payment of subcontractors in connection with the Contract.

- B. The Contractor agrees to allow the Office of Fiscal Integrity upon request, at all reasonable times, to inspect and photocopy any and all of the documents described above that are in its possession or custody, or are subject to its control. The Contractor agrees to make the requested documents available for inspection and photocopying within the State of New Jersey, regardless of where those documents are located prior to inspection.
- C. The Contractor further certifies that there have been no changes in circumstance, conditions or status of the Contractor's classification with the New Jersey Department of the Treasury, Division of Property Management and Construction ("DPMC") or the Contractor's pre-qualification with the New Jersey Schools Development Authority (the "NJSDA") since the latest classification and registration applications were filed by the Contractor with DPMC and the NJSDA.
- D. The Contractor certifies that any change in the information provided by the Contractor in the classification and pre-qualification applications currently on file with the NJSDA and DPMC will be immediately reported to the NJSDA and DPMC.
- E. The Contractor certifies that it shall immediately notify the NJSDA and the Office of Fiscal Integrity if any director, partner, officer, employee of the Contractor or any shareholder owning 5% or more of the Contractor's stock:
 - 1. Is the subject of investigation involving any violation of criminal law or other federal, state, or local law or regulation by any governmental agency; or
 - 2. Is arrested, indicted or named as an unindicted co-conspirator in any indictment or other accusatory instrument; or
 - 3. Is convicted of any crime under state or federal law or of any disorderly persons offense or misdemeanor involving a business related offense.
- F. The Contractor hereby waives any objection it might otherwise raise permitting the Office of Fiscal Integrity to investigate, examine and inspect all activities related to the Contract pursuant to Public Law 2000, Chapter 72, Section 70, as amended. The Contractor further releases and holds harmless the Inspector General and his authorized representatives, the Office of Fiscal Integrity, the NJSDA and the State of New Jersey.
- G. The Contractor hereby swears and affirms that all statements contained in the Contractor's Project Rating Proposal and Price Proposal and in this waiver and consent are true and correct, and made with full knowledge that the NJSDA relies upon the truth of the statements contained in the Proposals and in this waiver and consent in executing the Contract.

Sworn and subscribed to before me

This _____ day of _____, 20__.

Signature of Principal

Notary Public of _____

Print or Type Name

My commission expires: _____, 20__.

Title

Signature of Notary Public