

Project #T0572-00

Bulletin A

Revised 2018-9-13

STATE OF NEW JERSEY DEPARTMENT OF TREASURY
DIVISION OF PROPERTY MANAGEMENT AND CONSTRUCTION
PO BOX 034, TRENTON, NJ 08625-0034

PROJECT#: T0572-00

A/E: Gannet Fleming/Churchill Consulting Engineers

DATE: 12/05/18

BULLETIN A

Bidder must acknowledge receipt of this Bulletin on bid form in the space provided therefor.

This Bulletin is issued for the purpose of amending certain requirements of the original Contract Documents, as noted hereinafter, and is hereby made part of and incorporated in full force as part of the Contract Documents. Unless specifically noted or specified hereinafter, all work shall comply with the applicable provisions of the Contract Documents.

A) DIANE B. ALLEN EQUAL PAY ACT

Pursuant to N.J.S.A. 34:11-56.14(b), any employer, regardless of the location of the employer, who enters into a contract with a public body to perform any public work for the public body shall provide to the Commissioner of the New Jersey Department of Labor and Workforce Development, through certified payroll records required pursuant to P.L.1963, c.150 (C.34:11-56.25 et seq.), information regarding the gender, race, job title, occupational category, and rate of total compensation of every employee of the employer employed in the State in connection with the contract. The employer shall provide the commissioner, throughout the duration of the contract or contracts, with an update to the information whenever payroll records are required to be submitted pursuant to P.L.1963, c.150 (C.34:11-56.25 et seq.).

Information regarding the Diane B. Allen Equal Pay Act and its requirements may be obtained from the New Jersey Department of Labor and Workforce Development (LWD) web site at:

<https://nj.gov/labor/equalpay/equalpay.html>

LWD forms may be obtained from the online web site at: https://nj.gov/labor/forms_pdfs/equalpayact/MW-562withoutfein.pdf

B) NOTICE OF POST-BID MEETING:

- a. After the bids are received and opened, the Apparent Low Bidder is required to attend a Post- Bid meeting at the State's offices at the date, time and location listed herein.
- b. The Apparent Low Bidder must bring the following to the Post-Bid meeting concerning the work they are performing by their own forces:
 - i. The itemized estimate used in preparation of the bid submission;
 - ii. The estimator, or other authorized person who can discuss the itemized estimate;
 - iii. An employee of the company who is authorized to sign the Post-Bid Review meeting minutes.
- c. Each of the Apparent Low Bidder's "Named Sub-Contractors" must attend the meeting and bring the following concerning the work they are performing by their forces:

- i. The itemized estimate used in preparation of the bid submission;
 - ii. The estimator, or other authorized person who can discuss the itemized estimate;
- d. A Post-Bid meeting will be held (tentative and to be confirmed after bids are reviewed):

DATE: February 15, 2019

TIME: 10:00 AM

LOCATION: DPMC, 20 W State St, Trenton, NJ

C) AMENDMENTS TO THE GENERAL CONDITIONS OF THE CONTRACT

Amend the General Conditions of the Contract as follows:

ARTICLE 4 – THE CONTRACTOR

4.18 PROJECT SIGN

Delete 4.18 in its entirety

Add the following paragraphs and sub-paragraphs:

4.18.1 SIGNS AT THE PROJECT SITE

4.18.1.1 The Contractor is not required to provide a project sign.

4.18.1.2 Signs provided by others will not be permitted at the site.

4.20 DPMC FIELD OFFICE

Delete 4.20 in its entirety:

Delete 4.20.2 in its entirety:

Add the following sub-paragraph:

4.20.3 *A separate on-site field office for the use of DPMC personnel is not required for this project.*

4.20.4 *If required, a separate on-site field office for the use by the Contractor is specified elsewhere in the construction documents.*

4.21 PHOTOGRAPHS

Delete 4.2 I.I in its entirety:

Delete 4.21.2 in its entirety:

Add the following sub-paragraph:

4.21.3 *Project Photographs are not required for this project.*

ARTICLE 6 - CONSTRUCTION PROGRESS SCHEDULE

Revise Article 6 as follows:

6.1 GENERAL

Delete 6.1 in its entirety

Add the following sub-paragraph:

The Contractor shall be required to provide Graphic Format progress schedules, as defined in section 6.4 below.

6.2 CONSTRUCTION PROGRESS SCHEDULE (CRITICAL PATH METHOD - CPM CONSULTANT RETAINED BY THE STATE).

Delete 6.2 in its entirety:

6.3 CONSTRUCTION PROGRESS SCHEDULING PROVIDED BY THE CONTRACTOR.

Delete 6.3 in its entirety:

Replace with the following:

6.4 CONSTRUCTION PROGRESS SCHEDULING:

6.4.1 *Schedule Format: The contractor shall be responsible for preparing, updating and distributing a Gantt chart progress schedule constructed using either Microsoft Project or a Microsoft Project compatible software ["Schedule"] for the project work in accordance with this Sub- paragraph.*

6.4.1.1 *The Schedule must be furnished as a Microsoft Project file and in paper format if required.*

6.4.2 *Requirements for what is included in the Schedule: The Schedule shall fully describe the project work in sufficient detail to satisfy the architect/ engineer and the Director.*

6.4.2.1 *The Schedule must be accurate in its depiction of all project activities.*

6.4.2.2 *The Schedule shall, at a minimum, indicate in suitable detail, all significant features of the work or work activities to be performed, including the placing of orders and anticipated delivery dates for critical items, dates for submissions and approvals of submittals and shop drawings, all change order work, all necessary inspections, the beginning and time duration for all tasks, predecessors and successors for each task, contract milestones, , the NTP, the dates of substantial and final completion of the work and significant Agency or State milestones, when applicable.*

6.4.2.3 *The Schedule must show the project's critical path.*

6.4.2.4 *The contractor may be required to add other information to the Schedule including, but not limited to, costs and resources.*

6.4.2.5 *The Schedule must show the durations in calendar day and acknowledge weekends and State holidays as non-working days, unless otherwise required by the contract.*

- 6.4.2.6 *The Schedule must show the date of Substantial Completion occurring on or before the contract duration end date unless otherwise approved by the architect / engineer and the Director.*
- 6.4.3 *The Schedule as the project record: The contractor agrees that the Schedule shall constitute the official historical record of project's progress.*
- 6.4.4 *Approved Schedule: All references herein to the Schedule shall mean a Schedule that is approved by the Project Team including, but not limited to the architect/engineer and the Director.*
- 6.4.4.2 *The architect/engineer or Director can request the addition of information to the schedule when it is, in their opinion, necessary to better describe the contractor's work effort prior to granting their approval.*
- 6.4.5 *Complying with the Schedule: The contractor shall furnish sufficient labor, materials and equipment to ensure the prosecution of the work in accordance with the Schedule.*
- 6.4.6 *Recovery Schedule: The contractor is required to provide a recovery schedule if the completion time for any task deemed necessary for Substantial Completion is not scheduled to be complete prior to the contract duration allotted in the contract.*
- 6.4.6.1 *To create the recovery schedule the contractor shall, among other things, revise the sequence of tasks and /or the time for performance of tasks through concurrent operations, additional manpower or, when allowable, overtime or additional shifts etc. until it is assured that Substantial Completion will occur on or before the contract completion date.*
- 6.4.6.2 *The State will not allow any additional charges for work performed or made necessary in order for the contractor to comply with the dates shown in the recovery schedule i.e. no additional charges will be allowed the contractor for overtime, additional manpower, equipment, additional shifts, etc., except as provided for elsewhere in the contract.*
- 6.4.6.3 *The contractor is required to perform in accordance with the tasks and durations as shown in the recovery schedule including meeting the dates shown for Substantial and Final Completion.*
- 6.4.6.4 *The recovery schedule must comply with all requirements of this section and all references to and requirements for the Schedule shall also apply to the recovery schedule.*
- 6.4.7 *Submission and review requirements for the project schedule:*
- 6.4.7.1 *The contractor must submit and obtain approval of the initial schedule within 30 days after the Notice to Proceed, but in no case later than the first application for payment.*
- 6.4.7.2 *Subsequently the contractor must update and submit the project schedule immediately upon the occurrence of a change in an activity or event that may, in the architect's/engineers/s opinion, significantly change the current approved schedule, but at a minimum the schedule must be updated every two weeks and submitted at the bi-weekly progress meeting.*
- 6.4.7.3 *The updated schedule must include any activities that were added for any reason including, but not limited to change order work approved to date.*
- 6.4.7.4 *The updated progress schedule shall include the progress achieved for each activity that was scheduled including the actual dates the work was started and completed.*
- 6.4.7.5 *The project schedule shall be reviewed in detail at every bi-weekly progress meeting.*

- 6.4.7.6 *The absence of bi-weekly meetings does not relieve the contractor of his obligation to provide a schedule every two weeks.*
- 6.4.7.7 *The architect/engineer or Director reserves the right to cancel or reschedule the bi-weekly meeting or otherwise take preemptive action if the contractor does not have an approved progress schedule ready for submission as described herein.*
- 6.4.8 *Schedules and payments or extensions of time:*
- 6.4.8.J *The contractor will make no claim for, and have no right to, additional payment or extension of time for completion of the work in accordance with the schedule, or any other concession because of any misinterpretation or misunderstanding on the contractor's part of the project schedule, or because of any failure on the contractor's part to become fully acquainted with all conditions relating to the project schedule and the manner in which it will be used on the project, or because of any other contractor's failure to properly participate in the development of a schedule or to perform the contract in accordance with the schedule.*
- 6.4.8.2 *A copy of the current, updated and approved schedule is a required attachment to each application for payment.*
- 6.4.8.3 *Failure to include a copy of the current, updated and approved schedule with the payment request shall be cause for rejection of the progress payment request.*
- 6.4.9 *Two week look ahead/look behind work plan: In addition to the project schedule requirements, the contractor is required to submit a two week look ahead/look behind work plan at every bi-weekly project meeting.*
- 6.4.9.1 *The work plan shall focus on the activities that have been completed in the last two weeks and those planned for the next two weeks.*
- 6.4.9.2 *The work plan shall be in greater depth than the overall project schedule.*
- 6.4.9.3 *The work plan shall identify the contractor's activities that impact the operations and occupants of the State building or facility of the subject project.*
- 6.4.9.4 *The work plan shall be a subset of the current schedule and all activities shall coordinate between them.*
- 6.4.9.5 *The absence of a bi-weekly meeting shall not relieve the contractor of his responsibility to provide this work plan.*
- 6.4.9.6 *This work plan is in addition to and not in lieu of the schedule requirements described in Sub-paragraph 6.4 et al.*
- 6.4.10 *The Contractor agrees that no time extension will be granted for time lost due to normal seasonal weather conditions. In order to qualify for consideration for a time extension due to adverse weather conditions, it must be shown by clear and convincing evidence that the weather conditions during a given quarterly period (summer, fall, winter, spring) were more severe than the previous five-year (5) average for the Project geographical area, and that these weather conditions critically impacted the final Project completion date by delaying the performance of work. If abnormal weather losses can be shown to have impacted the Project completion date, a non-compensable time extension will be considered for that portion of the proven weather-related delays, which exceeded normal weather losses that should have been anticipated for the quarterly period in question.*

6.4.11 The "Construction Duration" identified on the Bid Proposal Form shall be from the Notice To Proceed to Substantial Completion.

D) REVISIONS TO THE SPECIFICATIONS;

1. All Technical Sections that reference manufacturers and products are hereby revised to include "Or Approved Equal." Technical Sections of the Specifications have not been reissued as part of this Bulletin A.
2. "Approved Equal" requests must be presented in writing during the Question and Answer period of the Bid Phase, after which they will not be considered. A response will be provided by the Consultant via Bulletin.
3. As it relates to testing and inspections, all testing and inspections indicated in the specifications shall be performed by a DPMC prequalified firm and arranged and paid for by the Contractor and in no situation by the Owner.
4. INSTALLER, MANUFACTURER & FABRICATOR QUALITY ASSURANCE & QUALIFICATIONS: Eliminate any and all references to "Installer" and/or "Fabricator" quality assurance requirements that pertain to minimum requirement statements such as years of experience, number of similar projects (ex. "5 similar projects"), etc. within the Quality Assurance & Qualifications sections of the specifications. Technical Sections of the Specifications have not been reissued as part of this Bulletin A.
5. ADD the following as Note 41 to Sheet C104:

"41. All on-road vehicles and non-road construction equipment operating at, or visiting, the construction site shall comply with the three minute idling limit, pursuant to N.J.A.C. 7:27-14 and N.J.A.C. 7:27-15. Consider purchasing "No Idling" signs to post at the site to remind contractors to comply with the idling limits. Signs are available for purchase from the Bureau of Mobile Sources at 609/292-7953 or <http://www.stophesoot.org/sts-no-idle-sign.htm>."

6. ADD the following as Note 42 to Sheet C104:

"42. All non-road diesel construction equipment greater than 100 horsepower used on the project for more than ten days should have engines that meet the USEPA Tier 4 non-road emission standards, or the best available emission control technology that is technologically feasible for that application and is verified by the USEPA or the CARB as a diesel emission control strategy for reducing particulate matter and/or NOx emissions."

7. ADD the following as Note 43 to Sheet C104:

"43. All on-road diesel vehicles used to haul materials or traveling to and from the construction site should use designated truck routes that are designed to minimize impacts on residential areas and sensitive receptors such as hospitals, schools, daycare facilities, senior citizen housing, and convalescent facilities."

8. Regarding Spec Section 05 50 00-4, 1.9 Installer Qualifications: delete reference to "5 continuous years". Also, delete #1. In its entirety.
9. Any reference to AISC is deleted.

END OF BULLETIN A