ADDENDUM NO. 1

to

CONTRACT DOCUMENTS

for

ADDITIONS, ALTERATIONS AND RENOVATIONS (PHASE 1) AT THE NORTHERN BURLINGTON COUNTY REGIONAL HIGH SCHOOL

160 Mansfield Road East, Columbus, NJ 08022

for the

NORTHERN BURLINGTON COUNTY REGIONAL SCHOOL DISTRICT

COLUMBUS, BURLINGTON COUNTY, NEW JERSEY

Issued: August 26, 2019

FVHD PROJECT #5086.3A / NBC Bid #19-010 / NJDOE #3690-050-17-1000

FRAYTAK VEISZ HOPKINS DUTHIE, P.C.

Architects/Planners

1515 Lower Ferry Road, Trenton, NJ 08618

VAN CLEEF ENGINEERING ASSOCIATES

Consulting Civil Engineers

4 AAA Drive, Suite 103, Hamilton, NJ 08691

HARRISON - HAMNETT, PC

Consulting Structural Engineers

40 Knowles St., Pennington, NJ 08534

SHARPE ENGINEERING, INC.

Consulting MEP Engineers

555 Second Avenue, Collegeville, PA 19426

INTENT

This Document supersedes all conflicting and contrary information in said Contract Documents. Said documents are hereby amended in certain particulars as described herein after. Unless specifically noted or specified hereinafter all work shall conform to the applicable provisions of the Contract Documents. Bidders shall acknowledge receiving this document on the Bid Proposal Form.

This Addendum includes two (2) pages and the following:

- 1. Pre-Bid Meeting Sign-In Sheet (1-page)
- 2. Revised Specification Section 01800 Time of Completion and Liquidated Damages (3-pages)

FVHD-5086.3A ADDENDUM NO. 1 - 1

REFER TO DRAWINGS

The following Drawings to be revised or corrected as follows:

DRAWING NO. CHANGES AND CORRECTIONS

A112 At "DEMOLITION / RENOVATION NOTES", revise Notes as follows:

Notes #23, 25, 27, 40, 60, 64, 70 and 74 - Delete Notes in their entirety and substitute "NOT USED."

Note #61, delete last sentence in its entirety and substitute "ALL PLUMBING / HVAC / ELECTRICAL WORK, INCLUDING DEMOLITION, PATCHING AND REPAIR AND TEMPORARY SUPPORT OF EXISTING DEVICES TO REMAIN, BY RESPECTIVE TRADE PRIME CONTRACTOR."

Note #65, delete first sentence in its entirety and substitute "DISMANTLE, REMOVE AND STORE EXISTING CEILING SYSTEM CONSTRUCTION TO EXTENT INDICATED TO FACILITATE ABOVE-CEILING PLUMBING / HVACR / ELECTRICAL WORK."

At Detail 3, delete all references to SBS roofing and revise wood blocking to delete chamfer edge.

At Details 7 and 9, revise wood blocking to delete chamfer edge.

REFER TO SPECIFICATIONS

PART 1 - SECTION 01050 - ALTERATIONS, CUTTING, PATCHING AND REFINISHING WORK

Page Paragraph

01050-12 3.10.A Delete sub-paragraph 1 in its entirety and substitute the following:

1. Disposal shall be to trash receptacles, hoppers, containers, dumpsters, etc. provided by the General Prime Contractor.

PART 1 - SECTION 01800 - TIME OF COMPLETION AND LIQUIDATED DAMAGES

Delete Specification Section 01800 - Time of Completion and Liquidated Damages in its entirety and substitute revised Section 01800 (3-pages), attached to this Addendum.

PART 3 - SECTION 05120 - ALTERATIONS, CUTTING, PATCHING AND REFINISHING WORK

Page Paragraph

05120-6 3.3 Delete sub-paragraph A in its entirety and substitute the following:

- A. Provide and include in this bid a lump sum of \$4,000.00 (1 ton of steel @ \$4,000.00 per ton) of fabricated and erected steel. This steel shall be provided at any time until final acceptance of this contract by the Architect. This steel may consist of Wide Flange Sections, angles, frames or various miscellaneous steel. Include shop drawings, fabrication and erection in this item.
 - 1. Upon completion of the project, any of the allowance work not used, shall be credited to the Owner against the contract price at the rate of two dollars (\$2.00) per pound.

END OF ADDENDUM NO. 1

FVHD-5086.3A ADDENDUM NO. 1 - 2

Northern Burlington Co. Reg. School District
Additions and Renovations to the High School (Phasel) 5086.3A Pre-Bid Meeting - August 8, 2019 - Sign-In Name Company Phone Email

ALAN SNYDFRIMAN BANCKOFT 610 739-6002 asnydermane Banckoff
USA, com and mese Arnece med 732,3637750 Kerry Ogren Ogren Frush & Romenech Bulk (A) A Cogren. com Steve Bird QFI 215.949-1592 steve egpi-clecture 1.ca Chris Davidson EDC Electric 732-741-5100 PETE HAMBINO 3R CONTRACTY 732-775-4369 3 rpetergmail.com Jon Alberto Soseph Porrette Builders 609-561-6391 Upe porrettabuilders a) com cast net MIKE ALIAND ALIAND BROTHORS PNC.F-856.794.9492 ALIANDCONSTRUCTION SMBACOBIRGOGINEU.

NOEL YABLIT SMBA CONST. 4C (201) 998.2300 Northern Burlington 6092983900x2042 Will Mckee NEW roadcors Tructus NEW ROAD CM. 215-292-4261 JACK GOHDE George Lachenmayer Scozzari Builèns Gog-989-1221 glachenmayer, com 18EW U 269 609-306-4634 aung Lico @1640 269.com Chrishna Cax Liple Perri Anthony Angelico JASON LAMANNA LAMANNA ELECTRIC GO9-259-6282 JASONG LAMENNA ELECTRIC, CON 791-903 WLLY Brown Course Alenne & tures MEC SUBERY DICL 732-792-0999 Lacre 9 RDILL CHALOCAL 9. ORG

SECTION 01800 - TIME OF COMPLETION AND LIQUIDATED DAMAGES

PART 1 - GENERAL

1.1 SUMMARY

A. This section describes the requirements for completion of interim milestone events and final completion of all work required by the contract documents.

B. Related Sections:

- 1. Items of Work attached to the "Certificate of Substantial Completion" and establishing "Final Completion Time" as per Section 00800.
- C. This section also establishes the relation of liquidated damages for failure to complete the interim milestone events or final completion requirements within the time requirements stated herein.

1.2 TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- A. It is understood that each Contractor has mutual responsibility to complete its work in sequence with the work of the other Contractor and to allow the other Contractor access to the work site so that it may complete its work within the times established.
- B. Completion of the Contract Work by the Contractor shall be time of the essence.
- C. The Contractor shall work overtime, additional shifts, weekends or holidays to complete the work on time with no additional cost to the Owner.
 - 1. Scarce resources will be no excuse for not completing the work on time.
 - 2. Additions related Work may take place during regular shift and second shift (7:00 AM 10:00 PM) after September 30, 2019 until November 1, 2020; however, the Contractor is required to review and coordinate all work activities with the Architect, Construction Manager and School Facilities Director prior to commencing with the work.
 - a. Contractor to review permitted work hours to comply with the local "Noise Ordinance".
 - 3. Contractor is required to include the cost of any premium time, second shift and weekend work which may be required in their bid to complete the work within the indicated milestone dates.
- D. Substantial and final completion of the Work shall include, but is not limited to, final inspection and acceptance by the Local Building Officials.

FVHD-5086.3A 1:01800-1 ADDENDUM NO. 1

E. Milestone No. 1

- 1. Sign Contract, no later than seven (7) calendar days from Notice of Award; on or about September 17, 2019.
- 2. Contractor submits Bonds and Insurance ten (10) calendar days from Notice of Award.
- 3. **Notice to Proceed** shall be within **three (3) business days** of date of signing Contract; on or about **September 26, 2019.**

F. Milestone No. 2

1. **Time Critical submittals** for special equipment, fixtures, etc. shall be submitted within **thirty (30) calendar days from Notice to Proceed.**

G. Milestone No. 3

1. Submission of all remaining technical shop drawing submittals shall be submitted within **forty-five (45) calendar days from Notice to Proceed.**

H. Milestone No. 4

1. Complete Mobilization shall be within thirty (30) calendar days from Notice to Proceed.

1. Milestone No. 5 - Fitness Center Addition

- 1. Physical Work shall commence on or about **September 30, 2019.**
- 2. Substantial Completion of Milestone 5 shall be on or before **324 Calendar Days** from the Notice to Proceed, August 14, 2020.

J. <u>Milestone No. 6</u> - Alterations / Renovations

(Rooms #A101, A102, A103, A104, A134, A154, A168, A169, A174, A175, D137, D150, Guidance Offices #G6 through #G11)

- 1. Physical Work shall commence on or about **June 22, 2020.**
- 2. Substantial Completion of Milestone 6 shall be on or before **331 Calendar Days** from the Notice to Proceed, August 21, 2020.

K. Milestone No. 7 - Classroom Additions

- 1. Physical Work shall commence on or about June 22, 2020.
- 2. Substantial Completion of Milestone 7 shall be on or before **339 Calendar Days** from the Notice to Proceed, November 1, 2020.

L. Milestone No. 8

- 1. Final Completion of all Work of all Phases including punch list items and closeout documents, no later than 31 Calendar Days from Substantial Completion of Milestone 7, December 2, 2020.
- 2. Liquidated Damages \$500.00 / Calendar day of delay.
- M. In accordance with N.J.S.A. 18A:18A-19, the Owner shall deduct from the Contract Price, for any wages paid by the Owner to any inspector or inspectors necessarily employed by for the work of this project, for any number of days in excess of the number of days or indicated dates allowed in milestones above. Such sums shall be part of the Liquidated Damages indicated herein after.
- N. The Liquidated Damages set for above shall be in addition to other consequential losses or damages the Owner may incur by reason of such delay, such as, but not limited to, the cost of additional architectural and engineering services resulting from the delay, additional costs to the Owner for payments to other Contractors resulting from delay, including acceleration costs by other contractors to recover the defaulting contractor's delay.
- O. The said Liquidated Damages are fixed and agreed upon by and between the Contractor and the Owner because of the impracticality and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amounts shall be retained from time to time by the Owner for the current periodical payments.
 - 1. The Liquidated Damages set for above are intended to compensate Owner for loss of use during the period of delay, for other delay during construction which may result further delay in substantial and/or final completion dates and for any acceleration costs by other contractors to recover the defaulting contractor's delay.
 - 2. In no way shall costs of Liquidated Damages be construed as a penalty to the Contractor.
- P. The Owner shall have the right to deduct the total amount any Liquidated Damages for which the Contractor may be liable from any monies otherwise due the Contractor, including any retainage under control of the Owner.
- Q. The surety upon the Performance Bond furnished by the Contractor shall be liable for any such Liquidated Damages for the Contractor may be liable, to the extent that the Contractor shall not make settlement therefor with the Owner.

END OF SECTION 01800

FVHD-5086.3A 1:01800-3 ADDENDUM NO. 1