

Project P1192-00

Bulletin A

Revised 2019-10-20

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

PROJECT#: P1192-00
Trenton Battle Monument
Trenton, Mercer County, NJ

A/E: Historic Building Architects

DATE: May 7, 2020

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 on:
 - DATE: June 16, 2020
 - TIME: 10:00 AM
 - LOCATION: Teleconference (Apparent low bidder will be provided with call-in information)

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.*

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:*
 - 6.4.8.1 *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. Delete any and all references to "Supplemental General Conditions".
6. 013200-3, 1.7, C, #2, A – This item references a wood shingle roof. Delete "Wood Shingles".
7. 013233-1, 1.2, B, 3 – This item references Section 061516 Wood Roof Decking. Delete this reference.
8. 013233-1, 1.2, B, 4 – This item references Section 062013 Existing Finish. Delete this reference.
9. 024119-1, 1.2, B,1 – Delete "Section 011000 "Summary" for restrictions on use of the premises, Owner-occupancy requirements, and phasing requirements."
10. 040140.91-1, 1.2, D, #3 – This item references Section 076200 sheet metal flashing and trim. Delete this reference.
11. 040140.91-15, 3.8, J, #2 – This item references Section 040343 Historic Stone Masonry Repointing. Delete 040140.91-15, 3.8, J, #2 in its entirety.
12. 061053-1, 1.2, B – This item references Section 081433 Stile & Rail Wood Doors. Delete in its entirety 061053-1, 1.2, B.
13. 080314-1, 1.2, B, #3 – This item references Section 050372 Historic Decorative Metal Repair. Delete in its entirety 080314-1, 1.2, B, #3
14. 230900-4, 2.3. A. #2 – Room and outside air humidity transmitters shall be certified accuracy of 2% and shall be as manufactured by Vaisala, Honeywell or Johnson Controls.
15. 262713-5, 3.1, E, #2 – This item references Section 271500 Communications Horizontal Cabling. Delete this item not required.

E) REVISIONS TO DRAWINGS:

1. A103 – Elevator Decommissioning Note #1 refers to a "DPMC certified" contractor. Please change the wording to "DPMC Classified" contractor.

F) REVISED SPECIFICATIONS:

1. Attached revised Specification Section 012100 – ALLOWANCES.
2. Attached revised Specification Section 012200 – UNIT PRICES.

G) REVISIONS TO PROJECT REQUIREMENTS:

1. As per Executive Order 122, all projects that are ordered or contracted for by State government are considered Essential.
2. See attached DPMC Notice dated April 9, 2020 to All Contractors and Project Personnel on DPMC Construction Projects.

H) PROJECT SITE PHOTOGRAPHS

1. Please utilize the following link to access photographs and drone footage of the project site:
<https://ws.onehub.com/folders/k9ax3wdf>

I) CONTRACTOR INFORMATION

1. Contractors are advised that due to recently approved Legislation (P.L. 2019, Chapter 406), any firm seeking to be awarded a contract must register with the Federal System for Award Management (SAM) prior to contract award. In order to comply with this requirement, firms must register in SAM at <http://www.sam.gov>.

Attachments:

1. DPMC Notice dated April 9, 2020 to All Contractors and Project Personnel on DPMC Construction Projects.
2. Specification Section 01200 - ALLOWANCES.
3. Specification Section 012200 – UNIT PRICES.

END OF BULLETIN A



State of New Jersey

DEPARTMENT OF TREASURY
DIVISION OF PROPERTY MANAGEMENT & CONSTRUCTION
P O BOX 034
TRENTON NJ 08625-0034

PHILIP D. MURPHY
Governor

SHEILA Y. OLIVER
Lt. Governor

ELIZABETH MAHER MUOIO
State Treasurer

CHRISTOPHER CHIANESE
Director

April 9, 2020

To All Contractors and Project Personnel on DPMC Construction Projects:

As per Executive Order 122, the physical operations of all non-essential construction projects shall cease when this Order takes effect. "Essential construction projects" as defined in Executive Order EO122, shall be any project that is ordered or contracted for by Federal, State, county, or municipal government.

Executive Order 122 further requires the adoption of policies on essential construction projects, at a minimum, as follows:

- a. Prohibit non-essential visitors from entering the worksite;
- b. Limit worksite meetings, inductions, and workgroups to groups of fewer than ten individuals;
- c. Require individuals to maintain six feet or more distance between them wherever possible;
- d. Stagger work start and stop times where practicable to limit the number of individuals entering and leaving the worksite concurrently;
- e. Stagger lunch breaks and work times where practicable to enable operations to safely continue while utilizing the least number of individuals possible at the site;
- f. Restrict the number of individuals who can access common areas, such as restrooms and breakrooms, concurrently;
- g. Require workers and visitors to wear cloth face coverings, in accordance with CDC recommendations, while on the premises, except where doing so would inhibit the individual's health or the individual is under two years of age, and require workers to wear gloves while on the premises. Businesses must provide, at their expense, such face coverings and gloves for their employees. If a visitor refuses to wear a cloth face covering for non-medical reasons and if such covering cannot be provided to the individual by the business at the point of entry, then the business must decline entry to the individual. Nothing in the stated policy should prevent workers or visitors from wearing a surgical-grade mask or other more protective face covering if the individual is already in possession of such equipment, or if the businesses is otherwise required to provide such worker with more protective equipment due to the nature of the work involved. Where an individual declines to wear a face covering on the premises due to a medical condition that inhibits such usage, neither the business nor its staff shall require the individual to produce medical documentation verifying the stated condition;

- h. Require infection control practices, such as regular hand washing, coughing and sneezing etiquette, and proper tissue usage and disposal;
- i. Limit sharing of tools, equipment, and machinery;
- j. Provide sanitization materials, such as hand sanitizer and sanitizing wipes, to workers and visitors; and
- k. Require frequent sanitization of high-touch areas like restrooms, breakrooms, equipment, and machinery.

Executive Order 122 also requires the adoption of policies on essential projects, at a minimum, as follows:

Additionally, Contractors and Project Personnel on DPMC construction projects must:

- a. Immediately separate and send home workers who appear to have symptoms consistent with COVID-19 illness upon arrival at work or who become sick during the day;
- b. Promptly notify workers of any known exposure to COVID-19 at the worksite, consistent with the confidentiality requirements of the Americans with Disabilities Act and any other applicable laws;
- c. Clean and disinfect the worksite in accordance with CDC guidelines when a worker at the site has been diagnosed with COVID-19 illness; and
- d. Continue to follow guidelines and directives issued by the New Jersey Department of Health, the CDC and the Occupational Health and Safety Administration, as applicable, for maintaining a clean, safe and healthy work environment.

Consequently, the protections and policies outlined in Executive Order 122 for essential construction projects shall take effect beginning at 8:00 p.m. on Friday, April 10, 2020 for all DPMC projects.

These protections and policies shall remain in effect until revoked or modified by the Governor, who shall consult with the Commissioner of DOH as appropriate; or as amended or clarified by the State Director of Emergency Management per EO 122, Article 6.

Respectfully,



Richard Flodmand
Deputy Director, Contract Administration
Division of Property Management
and Construction

SECTION 012100 - ALLOWANCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements governing allowances.
- B. Types of allowances include the following:
 - 1. Lump-sum allowances.
- C. Related Requirements:
 - 1. Section 012200 "Unit Prices" for procedures for using unit prices, including adjustment of quantity allowances when applicable.
 - 2. Section 014000 "Quality Requirements" for procedures governing the use of allowances for field testing by an independent testing agency.

1.3 DEFINITIONS

- A. Allowance is a dollar amount established in lieu of additional requirements, used to defer selection of actual materials and equipment to a later date when direction will be provided to Contractor.

1.4 SELECTION AND PURCHASE

- A. At the earliest practical date after award of the Contract, advise Architect of the date when final selection, or purchase and delivery, of each product or system described by an allowance must be completed by the Owner to avoid delaying the Work.
- B. At Architect's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.
- C. Purchase products and systems selected by Architect from the designated supplier.

1.5 ACTION SUBMITTALS

- A. Submit proposals for purchase of products or systems included in allowances in the form

specified for Change Orders.

1.6 INFORMATIONAL SUBMITTALS

- A. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.
- B. Allowances shall not include costs for handling, labor, installation costs, overhead, profit, or other expenses, which expenses associated with the allowances shall be included as a part of the contract sum.
- C. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

1.7 LUMP-SUM ALLOWANCES

- A. Allowance shall include cost to Contractor of specific products and materials ordered by Owner or selected by Architect under allowance and shall include freight and delivery to Project site.
- B. Unless otherwise indicated, Contractor's costs for receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials ordered by Owner or selected by Architect under allowance shall be included as part of the Contract Sum and not part of the allowance.
- C. Unused Materials: Return unused materials purchased under an allowance to manufacturer or supplier for credit to Owner, after installation has been completed and accepted.
 - 1. If requested by Architect, retain and prepare unused material for storage by Owner. Deliver unused material to Owner's storage space as directed.
 - 2. as originally indicated.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

3.2 PREPARATION

- A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

3.3 SCHEDULE OF ALLOWANCES

- A. Allowance No. 1: Lump-Sum Allowance: Include the sum of \$5,000 for A NJ Licensed Structural Engineer hired by contractor for shoring and bracing documents.
1. Under the Shoring and Bracing Specification Section 314100. The general contractor must provide structural engineering shoring and bracing drawings prepared by a licensed NJ structural engineer. Allowance #1 will be used for the cost of professional engineering services for the shoring and bracing design. A proposal with a defined scope of work from a NJ licensed professional engineer will be submitted by the contractor for these professional services. All construction work associated with shoring and bracing must be included in the contractor's base bid.
- B. Allowance No. 2: Lump-Sum Allowance: Include the sum of \$10,000 for PSE&G electrical services not included in the contract.
1. This allowance is specifically allocated to supplemental fees incurred by PSE&G regarding the installation of the new electric service into the Monument. PSE&G has identified an internal budget for this project, any additional charges from PSE&G above and beyond the PSE&G budget will be paid to the contractor through this allowance.
- C. Allowance No. 3: Include the sum of \$9,200 for the removal of contaminated water in the old elevator engine room pit below the existing elevator. The sum for removal of non-contaminated water to be included in base bid. The water will be tested by USA Environmental Management Inc. Testing cost are not part of the contractor base bid.
1. This allowance includes all work associated with removing contaminated water and excludes all testing and monitoring.

END OF SECTION 012100