

Project #P1200-00

Bulletin A

Revised 2020-6-11

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

PROJECT#: P1200-00 Dr. James Still Office Stabilization

A/E: Historic Building Architects, LLC

DATE: July 2, 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:

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- 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: August 25, 2020

TIME: 1:00 PM

LOCATION: Teleconference

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.*

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- 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.*

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D) REVISIONS AND/OR CLARIFICATIONS TO THE DRAWINGS, SPECIFICATIONS AND/OR PROJECT REQUIREMENTS;

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. All businesses engaged in construction projects in the State must adopt policies that include, at minimum, the requirements set forth in Executive Order 142 (2020) which supersedes the policies and procedures included in Executive Order 122 (2020). Please see the attached DPMC Notice dated June 1, 2020 to All Contractors and Project Personnel on DPMC Construction Projects.
7. Specification Section 012200- Unit Prices have been **REVISED**. See attached Specification Section.
8. Wherever Specification Section 012500- Substitution Procedures is mentioned, refer to General Conditions Article 4.7.5 Substitutions.
9. Specification Section 073113-5, 2.3, B- Delete reference to Section 076200-Sheet Metal Flashing and Trim and refer to 073113- Asphalt Singles.
10. Specification Section 312000-4, 3.3, B.2. - Delete reference to Division 01 Section "Temporary Tree and Plant Protection" and refer to Drawing Sheet A100 General Notes and Site Plan.
11. Specification Section 329113-1, 2.1, A, 1, a. - Delete reference to named supplier and telephone number. Topsoil shall meet ASTM standards for quality and grade.

E) 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 June 1, 2020 to All Contractors and Project Personnel on DPMC Construction Projects.
2. Specification Section 012200-Unit Prices dated May 29, 2020.

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*

June 1, 2020

**To All Contractors and Project Personnel on DPMC Construction Projects:**

All businesses engaged in construction projects in the State, whether or not the projects were designated as essential under Executive Order No. 122 (2020), must adopt policies that include, at minimum, the following requirements as per **Executive Order No 142 (2020)** which supersedes the policies and procedures included in EO 122:

**These policies and procedures are as follows:**

- a. Prohibit non-essential visitors from entering the worksite;
- b. Engage in appropriate social distancing measures when picking up or delivering equipment or materials;
- c. Limit worksite meetings, inductions, and workgroups to groups of fewer than 10 individuals;
- d. Require individuals to maintain six feet or more distance between them wherever possible;
- e. Stagger work start and stop times where practicable to limit the number of individuals entering and leaving the worksite concurrently;
- f. Identify congested and "high-risk areas," including but not limited to lunchrooms, breakrooms, portable rest rooms, and elevators, and limit the number of individuals at those sites concurrently where practicable;
- g. 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;
- h. 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;
- i. Require infection control practices, such as regular hand washing, coughing and sneezing etiquette, and proper tissue usage and disposal;
  - j. Limit sharing of tools, equipment, and machinery;
  - k. Where running water is not available, provide portable washing stations with soap and/or alcohol-based hand sanitizers that have greater than 60% ethanol or 70% isopropanol;
  - l. Require frequent sanitization of high-touch areas like restrooms, breakrooms, equipment, and machinery;
  - m. When the worksite is an occupied residence, require workers to sanitize work areas and keep a distance of at least six feet from the occupants; and
  - n. Place conspicuous signage at entrances and throughout the worksite detailing the above mandates.

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

- 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 142 and 122 for essential construction projects take effect immediately 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.

Respectfully,



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



SECTION 012200 - UNIT PRICES

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 for unit prices.
- B. Related Requirements:
  - 1. Section 012600 "Contract Modification Procedures" for procedures for submitting and handling Change Orders.
  - 2. Section 014000 "Quality Requirements" for field testing by an independent testing agency.

1.3 DEFINITIONS

- A. Unit price is an amount incorporated into the Agreement, applicable during the duration of the Work as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, added to or deducted from the Contract Sum by appropriate modification, if the scope of Work or estimated quantities of Work required by the Contract Documents are increased or decreased.

1.4 PROCEDURES

- A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, overhead, and profit.
- B. Measurement and Payment: See individual Specification Sections for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.
- C. Owner reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit prices and to have this work measured, at Owner's expense, by an independent surveyor acceptable to Contractor.
- D. List of Unit Prices: A schedule of unit prices is included in Part 3. Specification Sections referenced in the schedule contain requirements for materials described under each unit price.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF UNIT PRICES

- A. Unit Price 1: Vertical Board Replacement
1. Description: Remove existing vertical boards and install new. Base Scope of Work includes 300 LF. Location of base scope replacement vertical boards is shown on Drawings A203 and A204.
  2. Unit of Measurement: Per LF. of 1" thick 12" wide vertical board to match existing boards.
- B. Unit Price 2: Replace Wood Trim Cornice
1. Description: Furnish and install replacement cornice trim, Types A, B & C. See Trim Replacement Schedule on A302 for Base Contract Replacement quantities.
  2. Unit of Measurement: Per linear foot of wood trim cornice Types A, B & C.
- C. Unit Price 3: Replace Acorn Drop Pendants
1. Description: Furnish and install replacement Acorn Drop Pendant Trim Type D, per A01C Series. See Trim Replacement Schedule on A302 for Base Contract Replacement Quantity.
  2. Unit of Measurement: Each acorn drop pendant trim Type D.
- D. Unit Price 4: Replace Sill Plate
1. Description: Remove existing sill plate, Furnish and install replacement sill plate. See Structural Drawing S103 for Base Contract Replacement quantities and locations. Unit price to be based on Detail 2 or 3 S201.
  2. Unit of Measurement: Per linear foot of sill plate replacement.
- E. Unit Price 5: Sister Roof Rafters
1. Description: Sister existing roof rafters with new rafters. See Structural Drawings S104 Roof Plan for repair locations & Detail 4 S201 for installation detail. Base scope includes two (2) locations for roof rafter sister repair. Each location consists of 3 linear feet.
  2. Unit of Measurement: Each
- F. Unit Price 6: Sister Floor Joists
1. Description: Sister existing floor joists with new. Drawing S103 shows two (2) locations. Contractor to include six (6) additional locations in base scope. (exact locations to be determined in the field) Each location consists of four (4) linear feet of sister repair.
  2. Unit of Measurement: Each
- G. Unit Price 7: Sister Ceiling Joists
1. Description: Supply and install one new 18' long ceiling joist to sister to an existing ceiling joist. Assume size of joist to be 2" x 6". See Structural Drawing S104 for existing ceiling joists layout. (Exact location to be determined in the field.)
  2. Unit of Measurement: Each

END OF SECTION 012200