ADDENDUM NO. 1
to
CONTRACT DOCUMENTS

for
SITE UPGRADES / IMPROVEMENTS AT VARIOUS SCHOOLS

for the
PRINCETON PUBLIC SCHOOLS
Princeton, Mercer County, New Jersey

Issued: November 4, 2025

Locations:
Johnson Park Elementary School, 285 Rosedale Road, Princeton, NJ 08540
Littlebrook Elementary School, 39 Magnolia Lane, Princeton, NJ 08540
Riverside Elementary School, 58 Riverside Drive, Princeton, NJ 08540
Princeton Middle School, 217 Walnut Lane, Princeton, NJ 08540

FVHD PROJECT NO. 5559A

FRAYTAK VEISZ HOPKINS DUTHIE, P.C.
Architects/Planners
1515 Lower Ferry Road
Trenton, New Jersey 08618
George R. Duthie, AIA, PP
License No. 21AI01299200

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Consulting Civil Engineers
P.O. Box 8437
Somerville, NJ 08876
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License No. GE45532

INTENT

This Document supersedes all conflicting and contrary information in said Bid 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 Bid Documents. Bidders shall acknowledge receiving this document on the Bid Proposal Form.

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

1. Notice of Rebid, (2-pages).
2. Revised Bid Proposal Form (3-pages).
3. Revised Specification Section: 01800 (4-pages).
4. New Specification Section: 01020 (2-pages).

REFER TO SPECIFICATIONS

TABLE OF CONTENTS

Change BID NOTICE, to read NOTICE OF REBID.

BIDDING INFORMATION

Delete the “Bid Notice” in its entirety and substitute with the attached “Notice of Rebid”.

PART 1 - SECTION 00100 - INSTRUCTION TO BIDDERS

Page	Paragraph	
00100-5	7, B	On the third (3rd) line, change “May 23, 2025", to read “November 21, 2025"

PART 1 - SECTION 01020 - ALLOWANCES

Enclosed is Section 01020 which was not included in the originally issued project manual.

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

Delete Section 01800 in its entirety and substitute with the enclosed revised document.

END OF ADDENDUM NO. 1

NOTICE OF REBID
Princeton Public School
Mercer County, New Jersey

NOTICE IS HEREBY GIVEN that the Princeton Public Schools Board of Education ("Owner") will receive bids for **Site Upgrades/Improvements at Various Schools,** together with all work incidental thereto, in accordance with the requirements of the Bid Documents prepared by Fraytak Veisz Hopkins Duthie, P.C. (FVHD), Architects-Planners, www.fvhdpc.com, **FVHD Project #5559A**.

Bids will be received for: Single Overall Contract (DPMC: C054 with C056 & C059)

Bid Documents for the proposed Work are on file at the office of the Architect, Fraytak Veisz Hopkins Duthie, P.C., 1515 Lower Ferry Road, Trenton, NJ 08618, tel. 609.883.7101. Bid Documents are available for no fee from the Architect's website. Requests for electronic project documentation must be made through a registered account via the FVHD Contractor Portal at https://www.fvhdpc.com/contractors. Hard copies are available for $250 per set. A check or money order should be made payable to Fraytak Veisz Hopkins Duthie, P.C. A direct shipping account number (FedEx or UPS) and preferred shipping speed must also be provided.

Prebid Meeting is scheduled for **Thursday November 20, 2025, 2:00 PM,** starting at Johnson Park Elementary School, 285 Rosedale Road, Princeton, NJ 08540, followed by Littlebrook Elementary School, 39 Magnolia Lane, Princeton, NJ 08540. Attendance at the prebid meeting is optional but encouraged.

All Requests for Information (RFI) must be submitted in writing by **November 21, 2025**, and sent to info@fvhdpc.com, or fax to 609-883-2694 or via common carrier to the Architect at the address indicated above. All correspondence must include the Architect's Project Name and Project Number referenced. The Architect is not responsible for misdirected or misrouted correspondence.

Sealed Bids are due by **Tuesday, December 9, 2025, 2:30 PM**, to Princeton Public Schools Board of Education, Attn: Andrew Harris, 25 Valey Road, Princeton, NJ 08540, and will be publicly opened and read immediately thereafter. Any Bid received after that time shall be rejected.

Bid Proposals shall be submitted in duplicate (one original and one copy) in a sealed envelope, addressed to the Owner, bearing the name and address of the bidder, and clearly marked "BID" with the contract title and/or bid number on the outside of the envelope and must be accompanied by a Certified Check, Cashier's Check or Bid Bond drawn to the order of the Owner in the amount of ten percent (10%) of the amount of the bid, but in no case in excess of $20,000; and must be delivered to the above place on or before the hour named. The Board of Education and the Architect assume no responsibility for bids mailed or misdirected in delivery.

If the bid exceeds $20,000, bidder must be pre-qualified by the New Jersey Division of Property Management and Construction (DPMC), in the above-listed classifications prior to the date that bids are received. Any Bidder and their Prime Subcontractors who do not possess a valid and active "Notice of Classification" may be ineligible to bid on this Project, and any bid submitted by such Bidder and their Prime Subcontractors may be rejected as non-responsive.

Pursuant to N.J.S.A. 18A:18A-25, each proposal shall be accompanied by a Consent of Surety from a Surety Company stating it will provide each bidder with separate Performance and Payment Bonds, each in the amount of 100% of the contract sum. Also, Surety agrees to furnish bidder with a Maintenance Bond in required form. The Consent of Surety shall be executed by an approved surety company authorized to do business in the State of New Jersey and in accordance with N.J.S.A. 2A:44-143, and 2A:44-144 and with AM BEST rating of A- or better companies nationally recognized.

This project is subject to the New Jersey State Prevailing Wage Act, N.J.S.A. 34:11-56.27 et seq.
All bidders must comply with N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27 et seq. and N.J.S.A. 10:2-1. An Initial Project Workforce Report will be required from the successful bidder (Form AA-201).

Pursuant to "The Public Works Contractor Registration Act", N.J.S.A. 34:11-56.48 et seq., bidders and their subcontractors are required to be registered with the New Jersey Department of Labor and Workforce Development and to possess a current certificate by said Department indicating compliance with the Act prior to the time and date that bids are received.

No bidder who is on the State Treasurer's or the Federal Government's List of Debarred, Suspended or Disqualified Bidders shall be eligible to bid on this project.

Per N.J.S.A. 52:32-44(b) all contractors and subcontractors must provide a Business Registration Certificate prior to contract award.

No bid may be withdrawn for a period of sixty (60) days after the date set for the opening thereof. The right is reserved to reject all bids pursuant to N.J.S.A. 18A:18A-22 and to waive minor informalities in the bidding in accordance with applicable law.

Princeton Public Schools Board of Education
Andrew Harris, Business Administrator/Board Secretary

ADDENDUM NO. 1

BID PROPOSAL FORM

SINGLE OVERALL CONTRACT

DPMC Classifications: C054 Prime Contractor with C056 & C059 Subcontractor

To: Princeton Public Schools Board of Education
25 Valley Road, Princeton, NJ 08540

1. The undersigned, having familiarized themself with the local conditions affecting the cost of the work, the Drawings, the Specifications and other Bid Documents, as in the Advertisement for Bids thereto, for the **Site Upgrades / Improvements at Various Schools (FVHD-5559A):**

   Locations:
   Johnson Park Elementary School, 285 Rosedale Road, Princeton, NJ 08540
   Littlebrook Elementary School, 39 Magnolia Lane, Princeton, NJ 08540
   Riverside Elementary School, 58 Riverside Drive, Princeton, NJ 08540
   Princeton Middle School, 217 Walnut Lane, Princeton, NJ 08540

   together with all work incidental thereto, in accordance with the requirements of the Drawings and Specifications prepared by Fraytak Veisz Hopkins Duthie, P.C., Architects/Planners, Trenton, New Jersey, hereby proposes to furnish all labor, materials and equipment required for all Work and as follows:

   SINGLE OVERALL CONTRACT - BASE BID: All Work at the above referenced schools, including applicable Allowances - Section 01020, in accordance with the requirements of Bid Documents. If written amount differs from the numerical figure, only the written amount will be accepted as the correct bid.

   TOTAL BASE BID INCLUDING ALLOWANCE: $_____
   (Numerical)

   _____
   (To be written in full)

2. **Alternate Proposal(s) - Section 01030** shall be quoted as additions to, deductions from or No Change (NC) to the Base Bid and shall be in accordance with the Specifications for Alternate Bid Work. If written amount differs from the numerical figure, only the written amount will be accepted as the correct bid.

   Alternate Bid No. 1: Full-Depth Reconstruction of Existing Paved Playground, New Basketball Goals, New Engineered Wood Fiber Playground & Swings at Princeton Middle School ADD $_____
   (Numerical)

   _____
   (To be written in full)

   Alternate Bid No. 2: Milling & Paving an Existing Paved Playground and New Basketball Goals at Riverside Elementary School ADD $_____
   (Numerical)

   _____
   (To be written in full)

Submitted by:_____
(Firm Name)

3. **UNIT PRICES - SECTION 01151: Materials in Place.**

Bulk rock excavation	$ **300.00** per cu. yd.
Trench or pit rock excavation	$ **400.00** per cu. yd.

UNIT PRICES - GENERAL CONSTRUCTION: Materials in Place.

Concrete Curb Replacement	$_____ per lin. ft.
Concrete Sidewalk Replacement (4" thk) including subbase	$_____ per sq. ft.
Standard Duty Hot Mix Asphalt Replacement	$_____ per sq. yd.

THE REMAINDER OF THIS PAGE WAS LEFT INTENTIONALLY BLANK

Submitted by:_____
(Firm Name)

3. Bidder hereby acknowledges receipt of the following Addenda:
   No Addenda Issued ☐

Addendum No. 1,	issued_____	received_____	(initial)
Addendum No.___,	issued_____	received_____	(initial)
Addendum No.___,	issued_____	received_____	(initial)
Addendum No.___,	issued_____	received_____	(initial)

4. In submitting this bid, it is understood that the right is reserved by the Board of Education to accept or to reject any or all bids, and it is agreed that this bid may not be withdrawn for a period of sixty (60) days from the date set of the opening thereof.

5. Bid Security in the sum of_____($_____)
   in the form of _____ (Certified Check, Cashier's Check, or Bid Bond) is submitted herewith in accordance with the requirements of the Specifications.

6. The undersigned is an individual ( )
   a partnership ( )
   a corporation ( ) under the laws of the State of _____,
   having principal office in the _____ of _____, County
   of _____, and State of _____.

Respectfully Submitted,

_____
(Company Name, if Bidder is a company)

BIDDER'S SIGNATURE

_____
(Company Officer, if Bidder is a Corporation or LLC)

(Seal, if Corporation)

_____
Printed or Typed Name Title of Officer (if the Bidder is a Company)

_____
Address

_____
City, State, Zip Code

_____
Phone & Fax

_____
Dated

_____
Email Address

NOTE: SEE BIDDERS CHECKLIST

Submitted by:_____
(Firm Name)

SECTION 01020 - ALLOWANCES

PART 1 - GENERAL

1.1 DESCRIPTION OF REQUIREMENTS

A. Definitions and Explanations: Certain requirements of the Work related to each allowance are shown and specified in the Bid Documents. The allowance has been established in lieu of additional requirements for that Work, and further requirements thereof (if any) will be issued by change order.

B. The type of allowance(s) scheduled herein for the Work includes the following:

1. Lump sum allowances.

C. Selection and Purchase: At the earliest feasible date after the award of the Contract, advise the Architect of the scheduled date when the final selection and purchase of each product or system described by each Allowance must be accomplished in order to avoid delays in the performance of the Work. Obtain and submit proposals for the Work of each Allowance, as required by the Architect for use in making the final selections; include whatever recommendations for selection may be relevant to the proper performance of the Work. Purchase products and systems as specifically selected (in writing) by the Architect.

1. Submit proposals and recommendations, for the purchase of the products or systems of Allowances, in the form specified for change orders.

D. Change Order Data: Where applicable, include in each change order proposal both the quantity of the products being purchased and the unit cost, along with the total amount of the purchase to be made. Where requested, furnish survey-of-requirements data to substantiate the quantity. Indicate applicable taxes, delivery charges, and amounts of applicable trade discounts.

E. Lump-Sum Allowances: The amounts herein specified are the net amounts available for purchase of the materials specified, including taxes (if any), and each change order amount shall be based thereon. **All other costs associated with the performance of the Work under the Allowance, including but not limited to insurance, storage, handling, overhead, profit, etc., are not a part of the allowance, and shall be included in the lump sum bid / or base bid Contract amount.**

1. In the event the actual purchase amount of materials, plus taxes (if any) exceeds the specified allowance, the Owner will pay the excess; should the actual purchase amount, plus taxes (if any) be less than the specified Allowance, the Contractor shall credit the Owner with the difference.

2. The actual purchase amount, plus taxes (if any) shall be substantiated by certified bills of sale to be submitted with the change order.

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F. Change Order Mark-Up: Except as otherwise indicated, comply with the provisions of the General Conditions and the Supplementary General Conditions.

G. Excess Materials: Submit invoices or delivery slips to indicate the actual quantities of materials delivered to each site for use in fulfillment of each allowance. Where economically feasible, and so requested by the Architect, return unused materials to the manufacturer/supplier for credit to the Owner, after the installation has been completed and accepted. Where not economically feasible to return for credit, and so requested by the Architect, prepare unused materials for the Owner's storage, and delivery to the Owner's storage space as directed. Otherwise, disposal of excess materials is the Contractor's responsibility.

1.2 SCHEDULE OF ALLOWANCE(S)

A. General: The following allowance amount is included in the Contract Sum, for the corresponding units of Work, as described.

1. Construction Work
   a. A sum of **$40,000.00** for work not specifically shown on the Drawings, the work shall be performed as directed in the field.

END OF SECTION 01020

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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 Bid 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.

D. **The buildings (or part of the adjacent buildings) will be occupied at all times. The Contractor shall maintain emergency egress paths, control dust and water infiltration at all times.**

1.2 TIME FOR COMPLETION

A. It is understood that the Contractor has a responsibility to complete its work in sequence with the work of the other Contractor(s) and to allow the other Contractor(s) access to each work site so that they may complete their 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. **Work may take place during regular shift and second shift (7:00 AM - 10:00 PM) <u>after June 22, 2026 until August 28, 2026</u>; 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.**

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D. Substantial and final completion of the Work shall include but is not limited to final inspection and acceptance by the Local Building Officials.

1.3 SEQUENCE OF CONSTRUCTION

A. In order to allow the Prime Contractor and Subcontractor(s) to understand the requirements of the Project, the following general sequence of construction Work will be followed:

1. Generally, the General Construction Contractor is to schedule, sequence and coordinate the Work with Subcontractors, as required, to logically progress the Work, meeting the overall design intent, construction quality and time of completion. **Schedule inspections and obtain required approvals of all stages of the Work as required by the Local Construction Officials.**

2. Proper scheduling of the Work includes timely sequencing, preparation, review and approval by the Prime Contractor and **submission of requisite technical and other project submittals and shop drawings** to the Architect / Engineer(s) for approval to advance the proper, logical progression of the Work.

3. After mobilization and securing the work site, the General Construction Work Contractor is to perform selective demolition of each site construction, layout and coordinate the proposed new construction with existing construction to remain, as noted on the Construction Drawings.
   a. Apply for and obtain demolition permit to allow commencement of the Work while permit applications for new Construction are under review by the Construction Official.

4. Progress the Work of all Trades to achieve completion of underground utilities and preparation of subgrades for new construction.

5. Progress the Work of all Trades towards completion, as required, by the Bid Documents to obtain **Substantial Completion** including, inspection to obtain the Certificate of Occupancy.

6. Provide written formal notification of **Substantial Completion** to the Architect / Engineer and request Punch-List Observations.

7. Complete proper preparation, review and approval by the Prime Contractor and submission of all Close-out Documents, Operation and Maintenance Manuals, As-built surveys and Drawings to the Architect / Engineer(s) within Contract time required to achieve **Final Completion**.

1.4 PROJECT CONTRACT MILESTONE DATES

A. TIME OF COMPLETION

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1. **Milestone No. 1**
   a. Sign Contract, no later than **twenty (20)** calendar days, Sundays and Holiday's excepted, from **Notice of Award;** on or about **December 19, 2025.**
   b. Contractor submits Bonds and Insurance **ten (10) calendar days from Notice of Award, Sundays and holidays excepted**.
   c. **Notice to Proceed** shall be within **three (3) business days** of date of signing Contract; on or about **January 16, 2026.**

2. **Milestone No. 2**
   a. **Time Critical submittals** for special equipment, fixtures, etc. shall be submitted within **twenty (20) calendar days from Notice to Proceed.**

3. **Milestone No. 3**
   a. Submission of all remaining technical shop drawing submittals shall be submitted within **thirty (30) calendar days from Notice to Proceed.**

4. **Milestone No. 4**
   a. Physical work at the site shall commence on or about **June 22, 2026.**

5. **Milestone No. 5**
   a. Substantial Completion of the entire project shall be on or before **225 Calendar Days from the Notice to Proceed, August 28, 2026.**
   b. Liquidated Damages - $2,000.00 / Calendar day of delay.

6. **Milestone No. 6**
   a. Final Completion of all Work including punch list items and closeout documents, no later than **31 Calendar Days from Substantial Completion, September 28, 2026.**
   b. Liquidated Damages - $2,000.00 / Calendar day of delay.

1.6 LIQUIDATED AND OTHER DAMAGES

A. By bidding the Project, the Contractor is accepting that the time allotted for the completion of Work is reasonable. Completion of Work on or about these milestones are prerequisites for the coordinated Work of the Contractor. When the Owner will suffer financial loss and/or extra cost if a milestone task is not completed within the allotted time, the Contractor responsible for the delay in achievement of each milestone, as determined by the Owner's Project Manager and the Architect, shall pay to the Owner a fixed, agreed sum as liquidated damages for each calendar day of delay until the milestone task is substantially completed.

B. 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, independent third party inspection and other services resulting from the delay, additional costs to the Owner for payments to other Contractors resulting from delay.

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C. 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.

D. 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.

E. The Surety providing the Performance Bond, furnished by the Contractor, will be liable for Liquidated Damages assessed against the Contractor, to the extent that the Contractor shall not make settlement thereof with the Owner.

F. The Contractor agrees that in the event the Owner is required to incur or advance any additional necessary and reasonable costs (including but not limited to Architect, Attorney or other fees related expenses), as a result of the failure of the Contractor to perform any obligation of this Contract or to perform its obligations in a timely manner as required by the Bid Documents, the Contractor agrees that such additional necessary and reasonable costs shall be borne by the Contractor and may be deducted by the Owner from any payment due the Contractor.

G. 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.

END OF SECTION 01800

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