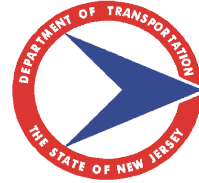


New Jersey Department of Transportation

1035 Parkway Avenue, PO Box 600, Trenton, New Jersey 08625-0600



Baseline Document Change Announcement

Electronic Bidding

BDC06S-10

December 29, 2006

SUBJECT: Revision to Sections 102 & 103 and Subsections 104.02, 105.09, 108.09 & 602.06 of the 2001 Standard Specifications regarding Electronic Bidding.

Sections 102 & 103 of the 2001 Standard Specifications have been revised primarily to introduce electronic bidding requirements. Several other subsections have also been revised to incorporate some miscellaneous changes.

The following revisions have been incorporated in both the English unit *Standard Input SI2001E1* and Metric unit *Standard Input SI2001M1* as of December 29, 2006.

SECTION 102 – BIDDING REQUIREMENTS AND CONDITIONS

THE ENTIRE SECTION IS CHANGED TO:

102.01 Qualifications to Bid.

The Department will not accept bids from Bidders who fail to meet all of the following criteria:

1. The Bidder has been prequalified according to Regulations Covering the Classification of Prospective Bidders as required by N.J.S.A. 27:7-35.1 *et seq.*
2. Before delivery of the bid the Bidder has disclosed ownership as required by N.J.S.A. 52:25-24.2.
3. At the time the bid is delivered, the Bidder has an effective maximum and project ratings of not less than the amount of its bid.
4. If the Bidder is a corporation not incorporated in the State, the Bidder has been authorized to do business in the State as required by N.J.S.A. 14A:15-2 *et seq.*
5. For wholly State funded projects, the Bidder is in compliance with N.J.S.A. 19:44A-20.13 *et seq.* (P.L. 2005, c.51).
6. For wholly State funded projects, the Bidder has a valid business registration with the Division of Revenue in the New Jersey Department of Treasury as required by N.J.S.A. 52:32-44.
7. For wholly State funded projects, the Bidder has a valid, current registration with the New Jersey Department of Labor, Division of Wage and Hour Compliance as required by "Public Works Contractor Registration Act," N.J.S.A. 34:11-56.48 *et seq.*

102.02 Bidder Registration and Downloading of the Bid Documents.

This project is being bid by use of an electronic bidding process. Electronic bidding information is available on the Department's website. Registration and a subscription fee are required to access the bid documents. The Bidder shall download the bidding software. When installing the bid program the Bidder enters its Vendor code assigned by the Department.

The Bidder shall download all Bid Documents from the Department's website. The bid shall consist of the completed Bid Documents that are submitted by the Bidder to the Department at the time for the opening of bids. The Department assumes no responsibility for errors or omissions in the downloaded documents except as specifically provided for in the Contract. The Bidder shall address questions or problems with downloading or using the electronic files, not the requirements of the Contract, to the contacts on the website.

The Proposal Form states the location and description of the Project, and shows the estimate of the various quantities and kinds of Work to be performed. The Proposal includes a schedule of Pay Items for which bid prices are invited, and the date and time of the opening of bids. The Special Provisions state the number of days or date in which the Project shall be completed. Other documents of the Contract are considered part of the bid whether attached or not.

The Bidder is required to submit the bid via the Internet using the appropriate software. No alteration to that software is permitted.

102.03 Examination of Contract and Site of Project.

The Bidder shall carefully examine the site of the proposed Project, the Contract, and all other information before submitting a bid. If site conditions are inconsistent with the Contract or there are discrepancies, errors, omissions or patent ambiguities within the Contract, the bidder shall immediately notify the Department as specified in 101.04. The Bidder shall evaluate subsurface conditions as necessary to determine how these conditions may affect the methods and cost of construction. The Bidder shall evaluate, with respect to possible material sources, the quality and quantity of material available, applicable regulatory requirements, and the type and extent of processing that may be required to produce material conforming to the requirements of the Contract. It is understood and agreed that the Bidder has considered in its Proposal all of the permanent and temporary utility facilities in their present, new, or relocated positions to the extent required by the Contract and as revealed by its own investigations; and is aware that utility service demands, adverse field conditions and emergencies may affect the Utility's ability to comply with the proposed schedules for utility work. Submission of a bid is confirmation that the Bidder has made such independent evaluation and examination, including the information specified below, and is fully aware of the requirements of the Contract, including all restrictions. Further, the Bidder warrants that the proposed contract prices in the bid include all costs to complete the Work.

The Bidder shall provide written notice to the Regional Construction Engineer as specified in the Special Provisions, at least 24 hours in advance of any visits to the site. The Bidder shall ensure staff at the site has proper identification.

Items 1 through 3 below are not a part of the Contract and are made available for information only. The boring logs and pavement cores are part of the Contract, but any reports or interpretations of them are considered information. The Department makes no representation, warranty, or guarantee, expressed or implied, by making available such information. It is the Bidder's responsibility to obtain such information.

1. **Evaluation of Subsurface and Surface Conditions.** The Bidder may inspect the records of the Department's subsurface investigation through the Department's Engineering Documents Unit, 1035 Parkway Avenue, P.O. Box 600, Trenton, New Jersey 08625. This investigation is not a substitute for the Bidder's own evaluation or judgment in preparing a bid. The Bidder should not rely on any estimates and quantities included in these investigations. The conditions indicated by such investigations or records thereof, and as shown by the cross-sections in the Plans, may not be representative of those existing throughout such areas, and materials other than, or in proportions different from those indicated, may be encountered.

The soil and rock descriptions shown on the boring logs are determined by a visual inspection of samples from the various explorations, unless otherwise noted. The Department may make these samples available for nondestructive examination. The observed water levels and other water conditions indicated on the boring logs are as recorded at the time of the exploration. These levels and other conditions may vary considerably, with time, according to the prevailing climate, rainfall, and other factors. If a generalized soil profile is described in the text, it is intended to convey trends in subsurface conditions. The boundaries between strata are approximate and idealized and have been developed by interpretations of widely spaced explorations and samples.

The Bidder is charged with knowledge of the State's physical geography, and in performing its site evaluation shall be fully aware of the available publications on that subject matter.

Pavement core record will be provided in the Special Provision for the Contractor's information only.

**THE DESIGNER SHALL COMPLETE AND INSERT THE PAVEMENT CORE RECORD FORM
 AND PROVIDE A COPY TO
 THE BUREAU OF PAVEMENT MANAGEMENT AND TECHNOLOGY**

**NEW JERSEY DEPARTMENT OF TRANSPORTATION
 PAVEMENT CORE RECORD**

PROJECT/ROUTE & SECTION: _____

DRILLER: _____

INSPECTOR: _____

COUNTY/TOWNSHIP: _____

DATE STARTED: _____ DATE COMPLETED: _____

CORE NUMBER	1	2	3	4	5
ROUTE					
DIRECTION (N, E, S, W)					
MILE POST (MP or Station)					
LANE NO. (Left to Right)					
SHOULDER (Inside or Outside)					
CORE DIAMETER (Inches)					
TOTAL CORE DEPTH (Inches)					
CORE DRILLED TO					
SURFACE TYPE (AC/PC)					
AC THICKNESS (Inches)					
PC THICKNESS (Inches)					

* Lane 1 is the left lane in the direction of travel.

The pavement information shown herein was obtained for State design and estimate purposes. It is made available to the authorized users only that they may have access to the same information available to the State. It is presented in good faith, but is not intended as a substitute for investigations, interpretation or judgment of such authorized users.

- 2. **Utility Agreements.** In addition to what is specified in 105.09, the Bidder may inspect or order the Utility agreements, modifications and orders relating to the Project through the Department’s Division of Project Management, 1035 Parkway Avenue, P.O. Box 600, Trenton, NJ 08625-0600. The Bidder shall obtain existing information and proposed construction documents through the Utility for its respective work.
- 3. **Existing Plans and As-Built.** The Bidder may inspect as-built plans of Department-owned facilities or order copies upon written request through the Engineering Documents Unit. Contour maps may be available for some Projects and the Bidders may inspect such maps or the Bidder may obtain copies for their use upon written request to the Engineering Documents Unit. The Bidder shall obtain plans of municipal-owned or County-owned facilities through the municipality or county. The Bidder shall verify any information obtained from the existing documents with regard to its application for bidding and completing the Project. The Department will provide a list of existing structures within the Project on the Plans. The Department will list the existing plans and as-builts used in the development of Contract in the Special Provisions.

THE DESIGNER SHALL INSERT THE CONTRACT DESIGNATION OF THE EXISTING PLANS AND AS-BUILT DOCUMENTS USED AND PROVIDE THE PROJECT MANAGER WITH AT LEAST ONE COPY OF ALL THOSE DOCUMENTS.

Existing Plans and As-builts used are as follows:

a.

102.04 Interpretation of Quantities in the Proposal Form.

The quantities appearing in the Proposal Form are estimates and are used for the comparison of bids. The Department may increase or decrease the scheduled quantities of Work, or may eliminate Pay Items in their entirety, in its sole discretion.

The Department will pay only for the quantities of Work completed as specified in the Contract. The Department will make payment at the original unit prices for the quantities of Work accepted by the RE.

102.05 “If and Where Directed” Items.

The Proposal Form may include Pay Items that may be incorporated into the Project “if and where directed” by the RE. Such items may or may not be shown on the Plans. The estimated quantities set out in the Proposal Form for “if and where directed” items are presented for the purpose of obtaining a representative bid price, but are not indicative of the Department’s intent regarding incorporation into the Project. The Department may or may not incorporate “if and where directed” items into the Project, in its sole discretion. If the Department incorporates such “if and where directed” items, the actual quantity may be many times the estimated quantity or only a fraction thereof.

102.06 Preparation of the Proposal Form.

The Bidder shall submit a Proposal Form produced from the software that was downloaded from the Department’s electronic bidding website. The Bidder shall include all addenda on the Proposal Form. The Bidder shall specify a price in figures for each Pay Item. The Bidder shall insert the price solely in the box provided for the lump sum item under the column designated as “Amounts.” For unit price items, the Bidder shall insert the per unit price under the column designated “Unit Price” in the appropriate box at the location provided therefore. When the Bidder intends to bid zero (\$0.00) for a Pay Item, the Bidder shall insert a “0” in the “Unit Price” and “Amounts” columns for unit price items or in the “Amounts” column for lump sum items. When the Proposal Form contains alternate items, the Bidder shall insert only the unit price and amount for the lowest priced alternate item. When alternate items in the proposal have a lump sum pay quantity, the Bidder shall insert only the amount for the lowest priced alternate item. The Bidder shall construct the alternate item for which a price has been provided. When the proposal contains alternate groups of items, the Bidder shall insert only the unit price and amount for each item within the lowest priced alternate group. The Bidder shall construct the alternate group of items for which a price has been provided.

The only entries permitted in the proposal form will be the unit or lump sum prices for items that shall be bid. The software will perform all extensions of the unit or lump sum prices and calculate the total bid amounts.

The Bidder shall check the bid before submission using the software. The Bidder shall select “tools” and then select “check bid” and ensure there are no errors prior to submitting the electronic bid. For bids submitted by Joint Ventures select “tools” from the software menu and mark the electronic bid as “Joint Bid.” The Bidder may print a completed Proposal Form for their records after completing the bid.

Where no figure is provided by the Bidder in either the “Unit Price” or the “Amount” columns for one or more Pay Items, or where no figure is provided in the “Amount” column for one or more lump sum Pay Items, the Department will consider the amount bid to be zero (\$0.00) for that item.

102.07 Balanced Bids.

The Bidder shall reflect in each Pay Item the actual cost the Bidder anticipates incurring for the performance of that particular item, together with a proportional share of the Bidder’s anticipated profit, overhead, and costs to perform work for which no Pay Item is provided.

102.08 Proposal Bond.

The Proposal Bond guarantees execution of the Contract by the Bidder receiving the award.

With the bid submission, the Bidder shall complete the included electronic bond form. The Bond must be satisfactory to the Department and for a sum of 50 percent of the total bid amount.

The Bidder shall ensure that the Proposal Bond is properly completed and furnished by a surety company or companies authorized to do business in this State as are listed and authorized to issue bonds in at least the amount of the Proposal bond as established by the current US Treasury Department Circular 570 as of the date for receipt of bids for the particular Project.

The Bidder shall ensure that the Proposal Bond has a power of attorney executed by the surety company or companies. The power of attorney shall set forth the limits of authority of the attorney-in-fact who has signed the bond on behalf of the surety company to bind the company and shall further certify that such power is in full force and effect as of the date of the bond.

Proposal Bonds that do not comply in all respects with the provisions of N.J.A.C. 16:44-5.1(d) and that are not substantiated by a valid power of attorney executed by the surety company will not be accepted.

102.09 Revisions Before Submitting a Bid.

Any written, graphic, or electronic information to clarify, correct, or change the Bid Documents, Contract, or bidding notices will be issued only as addenda (or “addendum” can be used interchangeably) posted on the website before the opening of bids. The Department will post no addenda less than 24 hours before the time set for the receipt of bids, with the exception of addenda postponing the bid opening date and time.

Acknowledgment thereof shall be made by the Bidder for all addenda posted through the Department’s website. All addenda shall be acknowledged or the Department will not accept the bid. It is the obligation of the bidder to check the Department’s website for addenda.

102.10 Submission of Bids.

Once the Bidder has completed its bid and made all desired changes, the Bidder shall submit the electronically signed bid via the Internet. The Bidder shall ensure delivery of its bid with all required components and attachments, including, but not limited to the following:

1. Schedule of items
2. Updated Financial Statement form DC-74B
3. Addenda acknowledgement
4. For wholly State funded contracts, acknowledgement of compliance with the two registrations as specified in 102.01
5. For wholly State funded contracts, acknowledgement of compliance with N.J.S.A. 19:44A-20.13 *et seq.*
6. Proposal Bond form
7. Other related documents as specified in the Contract

When the Bidder submits bids for two or more Projects on which bids will be accepted on the same day, a single Updated Financial Statement is acceptable instead of a separate statement for each Project.

The Bidder is solely responsible for any and all errors and for timely submission of the bid, all components thereof, and all attachments thereto, through the electronic bidding system; the Department assumes no responsibility for any claim arising from the failure of any Bidder or of the electronic delivery system to cause any bid, bid component, or attachment to not be delivered to the Department on or before the time set for bid opening.

102.11 Withdrawal of Bids.

A Bidder may withdraw a bid after it has been submitted to the Department, provided the request for such withdrawal is received by the Department, in writing or fax, before the time set for opening bids.

The Bidder may not withdraw a bid after the time designated for the public opening of such bid, except that when bids for more than one project are to be opened at the same time, a Bidder, at its option, may submit a written request to withdraw its bid for the second or succeeding project before the time set for opening of those bids.

102.12 Public Opening of Bids

The Department will open and read bids publicly at the time and place indicated in the Advertisement or such other time and place as may be established by addenda. The Department invites Bidders, their authorized agents, and other interested parties to be present.

102.13 Consideration of Proposals.

The Department reviews proposals for conformity with the Contract and compares proposals on the basis of the correctly determined summation of the correctly determined products of all the quantities for Pay Items shown in the Proposal multiplied by the unit prices bid together with the sums bid for lump sum Pay Items. The Department will make the total bid amount for all bids available.

102.14 Irregular Bids.

The Department will consider bids irregular and will reject bids if the Department determines that the bid contains a material defect.

102.15 Disqualification of Bidders.

The Department will disqualify a Bidder and reject a bid submitted by that Bidder if the Bidder is determined by the Department to lack responsibility. Factors demonstrating a lack of responsibility include but are not be limited to:

1. Evidence of collusion among Bidders.
2. Uncompleted work, which in the opinion of the Department, might hinder or prevent completion of additional work if awarded.
3. Failure to satisfy the pre-award requirements for Disadvantaged Business Enterprise (DBE) or Emerging Small Business Enterprise (ESBE) as specified in the Special Provisions for federally funded contracts.
4. Failure to satisfy the pre-award requirements for Small Business Enterprise (SBE) as specified in the Special Provisions for wholly State funded contracts.
5. Materially unbalanced bid.
6. Lack of competency or lack of adequate machinery, plant, or other equipment.
7. Unsatisfactory performance on previous or current contracts.
8. Questionable moral integrity as determined by the Attorney General of New Jersey or the Department.
9. Any other outward actions or lack of action that demonstrates the Bidder is not responsible.
10. Disqualification, suspension, or debarment of an individual, firm, partnership, corporation, or any combination as required by N.J.S.A. 16:44-8.1.

102.16 Rejection of All Bids.

The Department may reject all bids when the Department deems it advisable to do so in the best interest of the State or public.

SECTION 103 - AWARD AND EXECUTION OF CONTRACT

THE TEXT OF THE ENTIRE SECTION IS CHANGED TO:

103.01 Consideration of Proposals.

THE CONTENT OF THIS SUBSECTION HAS BEEN DELETED AND IT IS INTENTIONALLY LEFT BLANK

103.02 Award of Contract.

The Department will award the Contract to the lowest responsible Bidder whose bid conforms in all respects to the requirements set forth in the Contract. The Department will make Award on the basis of the Total Contract Price. The Department will award the Contract or reject all bids within 30 State Business Days after the bids are received. The Department may make a Conditional Award pending the approval of the Federal Government, another State governmental body, or private party. If the Department does not award the Contract or conditionally award the Contract within 30 State Business Days, all Bidders have the right to withdraw their bids. However, the Department and the lowest responsible Bidder, the second lowest responsible Bidder, or both can agree to extend the time within which the Department may make an award or conditional award by mutual consent.

At the time of Award or Conditional Award to a Bidder not a resident of the State, such Bidder shall appoint, on the form furnished by the Department, a proper agent in the State on whom service can be made in event of litigation of any type arising under the Contractor or as a result of performance of the Contract. Said agency shall remain in effect during the performance of the Contract and for 6 years following Acceptance.

The Award or Conditional Award is not binding upon the Department until the Department has executed the Contract. No person shall perform any Work in furtherance of the Contract until notified that the Contract has been executed, and then only as specified in 108.03.

The term "State Business Day" as used in this Subsection is synonymous with the term "Working Day" as used in N.J.S.A. 27:7-31 and N.J.S.A. 27:7-33 and is any day exclusive of Saturdays, Sundays, State recognized legal holidays, and such other holidays or State office closings as declared by the State.

103.03 Cancellation of Award.

The Department reserves the right to cancel an Award or Conditional Award at any time before the execution of said Contract by all parties without incurring any liability of any kind.

103.04 Release of Proposal Bond.

The Department will release all Proposal Bonds except those of the 2 lowest Bidders within 5 days after receipt of bids.

The Department will release the Proposal Bond of the lowest and next lowest Bidders when the Contract and Performance Bond and Payment Bond have been executed and delivered as specified in 103.06, or, if not executed, when other disposition of the matter has been made by the Department.

103.05 Performance Bond and Payment Bond.

Within ten State business days of the date of Award or Conditional Award, the Bidder to whom the Contract has been awarded shall complete and deliver a Performance Bond and a Payment Bond on forms furnished by the Department.

Each bond shall be the sum of not less than the Total Contract Price less the lump sum bid for the Pay Item "Performance Bond and Payment Bond" and shall be maintained by the Contractor until Acceptance. In the event of the insolvency of the surety or if the Performance Bond and Payment Bond have not been properly authorized or issued by the Surety company, the Contractor shall furnish and maintain, as above provided, other surety satisfactory to the Commissioner.

All alterations, extensions of Contract Time, extra and additional work, and other changes authorized by the Contract Documents may be made without securing the consent of the surety or sureties of the bonds.

The surety corporation bonds shall be furnished by only those sureties listed in the US Treasury Department Circular 570 and authorized to do business in the State. The bonds shall be accompanied by a certification as to authorization of the attorney-in-fact to commit the surety company and a true and correct statement of the financial condition of said surety company. Reinsurance is prohibited pursuant to NJAC 16:44-6.1(b)6.

Payment for the Performance Bond and the Payment Bond will be made upon commencement of work on the basis of the lump sum bid or the actual cost (gross premium), whichever is less, upon submission of a paid bill and the report of execution issued by the Surety showing the gross premium of the bonds and the broker's fee. Upon Completion, the Department's payment for the Performance and Payment Bond will be adjusted to reflect any increase or decrease in the actual cost of the bonds. Any increase will be based upon the rate schedule certified by the Surety and submitted by the Contractor at the beginning of the Project. If the certified schedule and the paid bill are not submitted at the beginning of the Project, no adjustment will be made. Any increase or decrease in the actual cost of the bonds otherwise known as the adjustment of less than one hundred dollars will be disregarded. The adjustment will be calculated on whichever of the following methods results in the lowest adjustment:

1. The difference between the actual cost paid by the Contractor before the commencement of work and the paid final bill submitted by the surety company or agent.
2. The difference between the actual cost paid by the Contractor before the commencement of work and the final amount as calculated by using the certified schedule submitted at the beginning of the Project.

If the amount of this final bill reflects an increase in the cost of the Performance and Payment Bonds, the Department will pay the Contractor the amount as determined above in the final payment to be made to the Contractor after Acceptance. If the amount of the final bill reflects a decrease in the cost of the Payment and Performance Bonds, the Department will deduct that amount from the final payment made to the Contractor after Acceptance.

Any increase in the construction layout ratio will not be included in the Surety adjustment.

Payment will be made under:

<i>Pay Item</i>	<i>Pay Unit</i>
PERFORMANCE BOND AND PAYMENT BOND	LUMP SUM

103.06 Execution of the Contract.

Within 14 days of the date of Award or Conditional Award, the Bidder shall properly and duly execute the Contract and deliver to the Department with the following:

1. Performance Bond and Payment Bond as specified in 103.05.
2. Request for Authorization Form (RFA) for the New Jersey Pollutant Discharge Elimination System (NJPDES) Stormwater General Permit for Construction and Mining Activity when specified for the Contract.
3. Proof of the two registrations as specified in 102.01 for the Department of Treasury and the Department of Labor.
4. For wholly State funded projects, all completed Certification/Disclosure Forms for compliance with N.J.S.A. 19:44A-20.13 *et seq.* (P.L. 2005, c.51).
5. If the case of non-resident Bidders, the completed form regarding "Appointment of Agent" for compliance with N.J.S.A. 14A:15-2 *et seq.*

If said Contract is not executed by the Department within 60 days following receipt from the successful Bidder of the executed Contract and Performance Bond and Payment Bond, the successful Bidder may, at its discretion, withdraw its bid without penalty. Where the Bidder chooses not to withdraw before the Department executing said Contract, the Bidder shall be deemed to have waived any claim for additional payment or for an extension of time. The Contract does not become effective until it has been fully executed by all parties.

103.07 Failure to Execute Contract.

Failure on the part of the Bidder, whom the Contract has been awarded, to execute and deliver the Contract, Performance Bond and Payment Bonds, and other documents as specified in 103.06, in the manner and within the time specified, is just cause for annulment of the Award or Conditional Award and for the exclusion of the Bidder from bidding on subsequent projects for such period as the Department may deem appropriate. If the Award is annulled for the above reasons, the Proposal Bond, as specified in 102.08, shall become forfeited and the Department may proceed to recover under the terms and provisions of the Proposal Bond. The Department may award to the next lowest responsible Bidder, or may readvertise and construct the Work under contract, or otherwise, as the Department may decide in its sole discretion. The successful Bidder may file with the Department a written notice, signed by the Bidder or the Bidder's authorized representative, stating that the Bidder refuses to execute the Contract. The filing of such notice has the same

force and effect as the failure of the Bidder to execute the Contract and furnish a Performance Bond and Payment Bond within the time specified in 103.06.

103.08 Acquisition of Documents.

After the Award, additional sets of the Plans or additional copies of the Special Provisions are available to subscribers through the Department's website or upon request to the Department's Engineering Documents Unit, at a charge according to the Department rate.

104.02 Changes

THE SECOND SENTENCE OF THE NINTH PARAGRAPH IS CHANGED TO:

Attention is directed to Subsections 102.07 and 107.27.

105.09 Cooperation with Utilities.

B. Existing Facilities.

THE FIRST SENTENCE OF THE FIRST PARAGRAPH IN THE SI IS CHANGED TO:

The Contractor shall not proceed with any excavation operations until it has determined the exact location of the existing utility facilities within the Project from examination of the Contract Documents and information provided in Subsection 102.03, through inquiries to the respective Utility(s), and through its own subsurface site investigations, including test pits.

THE SECOND PARAGRAPH IN THE SI IS CHANGED TO:

The Contractor shall notify the Resident Engineer at least 10 State Business Days in advance of the excavation of any test pits, or other subsurface investigations. Bidders shall notify the Department in advance as specified in Subsection 102.03.

THE FIRST SENTENCE OF THE FOURTH PARAGRAPH IN THE SI IS CHANGED TO:

Examination of Department documents available on existing electrical installations shall be as specified in Subsection 102.03.

108.09 Unusual Site Conditions.

THE FIRST SENTENCE OF THE SECOND PARAGRAPH IS CHANGED TO:

Upon written notification, the Engineer will investigate the conditions, and if the Engineer determines that the conditions materially differ and could not have been discovered by the Contractor pursuant to Subsection 102.03 and if they cause an increase or decrease in the cost or time required for the performance of any work under the Contract, an adjustment, excluding loss of anticipated profits, will be made and the Contract modified in writing accordingly.

602.06 Reinforced Concrete Culvert Pipe, Jacking and Tunneling Methods.

1. Jacking Method.

THE THIRD PARAGRAPH IS CHANGED TO:

Project site conditions which may be present, and the extent to which such conditions may affect methods of operations, shall be determined according to Subsections 102.03 and 108.09.

Implementation Code R (ROUTINE)

Changes must be implemented in all applicable Department projects scheduled for Final Design Submission at least one month after the date of the BDC announcement. This will allow designers to make necessary plan, specifications, and estimate/proposal changes without requiring the need for an addenda or postponement of advertisement or receipt of bids.

Recommended By:

ORIGINAL SIGNED

Lynn D. Rich
Director,
Quality Management Services

Approved By:

ORIGINAL SIGNED

Richard T. Hammer
Assistant Commissioner,
Capital Program Management

LDR: KS: HVP
BDC06S-10.doc

Superseded