



Addendum #1

New Jersey Schools Development Authority
Office of Procurement
32 East Front Street
Trenton, NJ 08625
Phone: 609-858-2915

DATE: **October 24, 2018**

PROJECT #: **CA-0022-M01**
 Construction Management Services
 Camden – High School

DESCRIPTION: **Addendum #1**

This addendum shall be considered part of the Construction Management Services Request for Qualifications and Proposals (“RFQ/RFP”) issued in connection with the referenced project. Should information contained in this Addendum conflict with the Construction Management Services RFQ/RFP this Addendum shall supersede the relevant information in the Construction Management Services RFQ/RFP.

A. CHANGES TO THE PROCUREMENT PROCESS:

1. Not applicable.

B. CHANGES TO THE PROCUREMENT DOCUMENTS:

NOTE that modifications to the following items will be shown as follows: additions in **bold and underlined** text; deletions in *strikethrough and italics*.

1. Changes to the RFQ/RFP

- a. Not applicable.

2. Changes to the RFQ/RFP Forms

- a. Not applicable.

3. Changes to the Construction Management Services Agreement

- a. **MODIFY:** Section 1.9 (definition of “Authority’s Project Manager”) shall be modified to replace the existing NJSDA website reference, as follows:

1.9 “Authority’s Project Manager” means the Authority’s employee representative for the Project who administers the Construction Contract and the CM Contract and manages the Project on behalf of the Authority. The Authority’s Project Manager shall have that level of authority consistent with that employee’s title and authority level as specified in the NJSDA’s Levels of Operating Authority Policy which document can be found on the NJSDA website:

~~www.njsda.gov/RP/PoliciesAndRegulations/Operating_Authority.html~~
<https://www.njsda.gov/NJSDA/Governance/OperatingAuthority>

- b. **MODIFY:** Section 6.2 (“No Entitlement to Lump Sum; No Compensation for Unused Months”) shall be modified to replace references to Section 9.2.2.2 with references to Appendix B to the Agreement, as follows:

6.2 **No Entitlement to Lump Sum; No Compensation for Unused Months.** The anticipated construction duration specified in the RFP and ~~Section 9.2.2.2 (“Anticipated Duration of Construction”) herein~~ for Appendix B to this Agreement does not entitle CM to lump sum compensation for its Construction Phase Services (or other Services) in the event the duration for the Project is shorter than the anticipated duration specified in the RFP and ~~Section 9.2.2.2 herein~~ for Appendix B to this Agreement. CM shall be compensated by the Monthly Rates contained in the Price Proposal, but only for those months of the actual project duration for which CM provides Services, and there will be no entitlement to compensation or lost profit for any unused months, in excess of the actual duration, in the event the project duration is shorter than anticipated.

- c. **MODIFY:** Section 10.1.1 (“Introductory Statement”) shall be modified to correct a cross reference in the text, as follows:

10.1.1. **Introductory Statement.** This Agreement recognizes that the Authority has implemented a School Facilities Projects Owner Controlled Insurance Program (“OCIP”) in accordance with N.J.S.A. 18A:7G-44. This OCIP provides certain types of insurance coverage for the CM and certain of its Subconsultants that are deemed eligible under the terms of the OCIP. Despite such OCIP coverage, the CM and the eligible Subconsultants are required to obtain certain insurance coverage of the types specified in Section ~~10.1.13~~ **10.1.15 (“Supplemental Insurance Requirements of CM and Subconsultants”)** below. In addition, the CM and eligible Subconsultants shall be required to comply with all provisions of the applicable Project Safety Manual and the OCIP Manual, as such compliance has a direct bearing on the insurance costs of the Authority.

- d. **MODIFY:** Section 11.2.3 shall be modified to clarify a cross reference in the text, as follows:
- 11.2.3 For all such grounds of Termination for Cause except those contained in subsections 11.2.1(ix) **(misrepresentation or concealment of material fact)** and 11.2.1(x) **(bankruptcy)** and those as to which a cure is not feasible, CM may avoid termination if, within seven (7) Days of receipt of the Notice of Termination for Cause, it commences an effective means of correction of such default, neglect or violation, with diligence and promptness, fully curing same within the time, if any, prescribed by the Authority within the Notice of Termination or within any extension to such cure period subsequently approved in writing by the Authority. Failure of CM to commence an effective means of correction of its default, neglect or violation within seven (7) Days of receipt of the Notice of Termination for Cause, or to cure the same within the time prescribed by the Authority, shall result in a warranted and justified termination of this Agreement for cause. Assuming that no effective cure is timely commenced by CM, the Authority shall confirm in writing to CM the fact of its termination.
- e. **MODIFY:** Section 12.2.2 (“Authority Review and Decision”) shall be modified to allow for extension of the time limit for the SDA’s decision, as follows:
- 12.2.2. **Authority’s Review and Decision.** At the option of the Authority, a meeting may be scheduled with CM to discuss the CM’s Claim. The Authority shall render its decision regarding CM’s Claim in writing within ninety (90) Days of receipt of the necessary Claim forms and all information reasonably requested of CM or within ninety (90) Days of any meeting with CM, to review CM’s Claim, whichever is later. This time limit may be extended by mutual written agreement of the Parties, **or may be extended in the SDA’s sole discretion, based on the complexity size or nature (i.e., delay) of the claim.** CM, within fifteen (15) Days of the receipt of the decision by the Authority, shall accept or reject such decision in writing. If CM neither accepts nor rejects in writing the Authority’s decision within this fifteen (15) day period, the Authority will consider the Step One process administratively closed, and the claim will be eligible for Step Two Non-binding Mediation, if a request for mediation is made by the CM in the time and manner indicated in the following section (“Step Two Non-Binding Mediation”).
- f. **MODIFY:** Section 14.2.2 shall be modified to update the reference to the SDA website, as follows:
- 14.2.2 The Authority shall designate in writing a representative authorized to act on the Authority’s behalf with respect to the Project, i.e., its Managing Program Officer. This representative shall have that authority specified in the Levels of Operating Authority Policy which document can be found on the Authority’s website: www.njsda.gov/RP/PoliciesAndRegulations/Operating-Authority.html **<https://www.njsda.gov/NJSDA/Governance/OperatingAuthority>** and shall be available during working hours and as often as may be required to render decisions and to furnish information in a timely manner.

g. **ADD:** Add the following new section on Equal Pay Act Compliance as Section 15.24:

15.24 **Equal Pay Act Compliance.** The CM shall be required to submit payroll information to the Division of Labor and Workforce Development, with copies to the NJSDA, in accordance with the Diane B. Allen Equal Pay Act, P.L. 2018, c. 9). Guidance and forms for compliance with this requirement are available at:

www.nj.gov/labor/equalpay/equalpay.html

C. BIDDER’S QUESTIONS, REQUESTS FOR INFORMATION AND RESPONSES:

1. Question: Please advise as to the anticipated start date of construction for this project as well as any other schedule or phasing information related to the Design Build contractor and project. The anticipated start date is important in order to confirm availability of proposed personnel.

Answer: As stated in Appendix B of the RFP the anticipated Construction NTP is March 2019.

2. Question: Please confirm the jobsite office space, such as a jobsite trailer, that will be provided for the CM’s use during construction.

Answer: The Design Builder is responsible for providing the equipment and facilities indicated in Table 01500-1 included in Specification Section 01500 (“Temporary Facilities and Controls”) of the Design-Builder’s Contract Documents (Table 01500-1 incorporated into this Addendum as Attachment 1.1.) It should be noted that the equipment and facilities listed therein is to be shared by the CM and SDA. Further, pursuant to section 3.13 of the CM Agreement, CM is responsible for provision of all items listed as “provided by Authority” in Table 01500-1, included in Attachment 1.1.)

3. Question: Please confirm the project schedule for the Camden High School RFP. In accordance with the fee proposals form Appendix H, the construction duration is 30 months with 4 month for close out. However, the dates shown in Appendix B are as follows:

- Anticipated CM NTP March 2019
- NTP for Construction March 2019
- Substantial Completion June 2021
- Final Completion/Contract Completion September 2021

Based upon this schedule shown in Appendix B, the construction duration is 27 months. In order to achieve the 30 month construction duration and 4 month close out period shown in Appendix H,

Substantial Completion will be September 2021 and Final Completion/Contract Completion will be December 2021.

Answer: Bidders are advised to refer to Appendix B to the Agreement for the anticipated construction duration. The Price Proposal Form requests a Monthly Fee multiplier in excess of the anticipated construction duration listed in Appendix B.

D. CHANGES TO PREVIOUS ADDENDA:

1. Not applicable.

E. ATTACHMENTS:

1. Attachment 1.1 Table 01500-1 Field Office Equipment, excerpted from Specification Section 01500 "Temporary Facilities and Controls," dated August 31, 2018, of the Design-Build Information Package for this Project.

Refer all questions to NJSDA Procurement Staff. Any bidder attempting to contact government officials (elected or appointed), including NJSDA Board members, NJSDA Staff (except for Procurement), Selection Committee members, NJSDA Consultants, and School District officials for information relating to this project or in an effort to influence the selection process may be immediately disqualified.

End of Addendum No. 1


NJSDA


Date



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New Jersey Schools Development Authority
Office of Procurement
32 East Front Street
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Phone: 609-858-2915

DATE: **October 24, 2018**

PROJECT #: **CA-0022-M01**
 Construction Management Services
 Camden – High School

DESCRIPTION: **Addendum #1**

Acknowledgement of Receipt of Addendum

Consultant must acknowledge the receipt of the Addendum by signing in the space provided below and returning via scanned copy (Dkutch@njsda.gov). Signed acknowledgement must be received prior to the Bid Due Date. Acknowledgement of the Addendum must be made on the NJSDA CM4DB Price Proposal Form. Please include a copy of this signed acknowledgement form in the Technical Proposal Submission.

Signature

Print Name

Company Name

Date

SECTION 01500 - TEMPORARY FACILITIES AND CONTROLS

Table 01500-1 Field Office and Equipment

Item	Provided by	Quantity	Quality Level
Computer	Authority	One per staff member	As needed
Digital camera	Authority	1	As needed
Photo color scanner	Authority	1	As needed
Color printer	Authority	1	As needed
Fax machine	Authority	1	As needed
Printer/copier/scanner	Authority	1	11x17; 33 cpm min.
Trailer	Design-Builder	1 for joint use by Authority and CM	12' x 60'; dual lockable with window protection
Office	Design-Builder	2 per trailer	Built in
Small Toilet	Design-Builder	1 per trailer	Built in
Conference	Design-Builder	1 per trailer	Built in
Storage	Design-Builder	1 per trailer	Built in
Trailer climate	Design-Builder	All areas	Air conditioned and thermostatically controlled
Trailer flooring	Design-Builder	All areas	Vinyl composition tile
File cabinet	Design-Builder	4 per trailer	Steel four-drawer
Plan rack/holder (fixed)	Design-Builder	2 per trailer	Built in
Conference table	Design-Builder	4 per trailer	Folding metal
Office desk	Design-Builder	4 per trailer	Steel
Plan table	Design-Builder	2 per trailer	Built in
Chair (for desks)	Design-Builder	4 per trailer	Cushioned, fabric & vinyl, on rollers
Chair (for tables)	Design-Builder	12 per trailer	Folding or stackable steel
Water cooler & service	Design-Builder	Required	As needed
First-aid kit & service	Design-Builder	1 per trailer	Zee Medical or equivalent
Telephone service	Design-Builder	Required	Four lines plus fax per trailer
Internet service	Design-Builder	Required	High-speed
Toilet service	Design-Builder	Required	Once a week
Cleaning service	Design-Builder	Required	Once a week
Toilet supplies	Design-Builder	Required	As needed
Power service	Design-Builder	Required	As needed