

**Addendum #2**

New Jersey Schools Development Authority  
Office of Procurement  
32 East Front Street  
Trenton, NJ 08625  
Phone: 609-858-2915  
Fax: 609-656-7258

**DATE:** June 8, 2015  
**PROJECT #:** NT-0014-M02  
**DESCRIPTION:** Garfield, James Madison ES #10 Project

This addendum shall be considered part of the Bid Documents issued in connection with the referenced project. Should information conflict with the Bid Documents, this Addendum shall supersede the relevant information in the Bid Documents.

**A. CHANGES TO THE PROCUREMENT PROCESS:**

1. Not applicable.

**B. CHANGES TO THE PROCUREMENT DOCUMENTS:**

NOTE: All modifications to existing text shall be shown as follows: additions in **bold and underlined** text; deletions in *strikethrough and italics*.

**1. Modifications to the Request for Proposals:**

- a. **REPLACE:** Replace the original NJSDA Price Proposal Form issued with the RFP, with the NJSDA CMDDBB Price Proposal Form Revised June 8, 2015, included as Attachment 2.1 to this Addendum.

**2. Modifications to the Construction Management Agreement:**

- a. **MODIFY:** Section 1.66 of the CM Agreement (definition of "Monthly Fee") shall be modified as follows:

1.66 "Monthly Fee" means that component of CM's Total Compensation Amount that is intended to compensate the CM for its Basic Services (exclusive of any Specified Sum Services including, but not limited to, **Submittal Services Review**, Procurement of Special Inspectors, FFTE Coordination Services, **Commissioning Services** and Close-Out Services), which is payable to the CM for each month the CM performs

Construction Phase Services, between the Construction Phase Services NTP and the Contractor's achievement of Substantial Completion.

- b. ADD: Sections 4.2.1.1 and 4.2.1.2 shall be added to the Construction Management Agreement as follows:

4.2.1 Constructability Phase Services as Allowance Services. The Constructability Phase Services described in this section shall be performed, invoiced and compensated as Allowance Services in accordance with Section 4.17 of this Agreement ("Allowance Services"), and Section A.2.2 of Appendix A to this Agreement.

**4.2.1.1 Commencement of Constructability Review Phase. The CM's Constructability Review Phase Services shall commence upon the SDA's issuance to CM of a "Notice to Proceed with Constructability Review Phase Services."**

**a. Within three (3) days of receipt of the Notice to Proceed with Constructability Review Phase Services, CM shall prepare and submit to SDA an Allowance Authorization request, including a proposal describing the Constructability Review services to be provided, and an itemization or justification of the proposed costs to perform the Constructability Review Phase Services.**

**b. SDA shall review the CM's Constructability Review Phase Allowance Authorization request, in accordance with the review and approval provisions of Section 4.17 of the CM agreement.**

**4.2.1.2 Review of Construction Contract Documents. CM shall commence its Constructability Review Phase services with a review of all Construction Contract Documents to facilitate the CM's performance of its Constructability Review Phase Services.**

- c. MODIFY: Section 4.3.1 of the CM Agreement ("Engagement of Commissioning Authority") shall be modified as follows:

4.3.1 Engagement of Commissioning Authority. CM shall provide Commissioning Authority (CxA) Services for the project by engaging a duly qualified consultant to provide the CxA Services required by the terms of this Agreement and the Construction Contract Documents, including the Commissioning Authority Scope of Work detailed in Section A.3 of Appendix A to this Agreement.

**4.3.1.1 NJSDA will issue CM a "Limited Notice to Proceed with Commissioning Authority Services" on or about the time the CM is issued an NTP for Constructability Review Phase Services.**

**4.3.1.2 Upon receipt of such Limited Notice to Proceed with Commissioning Authority Services, CM shall submit a**

proposed Commissioning Authority Services Schedule of Values for review and approval by SDA in accordance with Section 8.3 of the CM Agreement.

4.3.1.3 Once the Commissioning Authority Services Schedule of Values is approved, CM and its engaged Commissioning Authority shall begin to perform the preconstruction Commissioning Authority Services required during the concurrent Constructability Review Phase.

4.3.1.4 CM shall perform the Commissioning Authority Services as "Specified Sum Services," and ~~All~~ all direct costs of the Commissioning Authority Services, and all costs relating to CM's scheduling, coordinating, managing, monitoring or supervising the Commissioning Authority Services shall be included in CM's ~~monthly fee~~ Specified-sum amount for Commissioning Authority Services.

d. MODIFY: Section 8.1.2 of the CM Agreement ("Monthly Fee") shall be modified as follows:

8.12. Monthly Fee. CM's compensation for the Basic Services shall be limited to the Monthly Fee specified in CM's Price Proposal and memorialized in Appendix C hereto. The Monthly Fee shall not cover Allowance Services compensated by specified Allowance Amounts in accordance with the provisions of Section 4.17 ("Allowance Services") of the Agreement, and such services that are identified by this Agreement and the Price Proposal as compensated by a specified sum ("Specified Sum Services"), including, but not limited to, Submittal Services Review, Procurement of Special Inspectors, FFTE Services, Commissioning Authority Services and Close-Out Services.

e. MODIFY: Section 8.3.1 of Section 8.3 of the CM Agreement ("CM Schedule of Values for Specified Sum Services") shall be modified as follows:

8.3.1 If the Total Compensation Amount includes any specified sum compensation for a defined scope of work ("Specified Sum Services") including, but not limited to, Submittal Services Review, Procurement of Special Inspectors, FFTE Services, Commissioning Authority Services and/or Close-Out Services, the CM shall prepare a proposed CM Schedule of Values for such Specified Sum Services under this Engagement, allocating the specified-sum amount for such Specified Sum Services (as provided in Appendix C) among the various relevant phases and stages of the Agreement. The proposed CM Schedule of Values shall be submitted prior to the submission of CM's first invoice, and shall be prepared in such form, and shall be supported by such data, as the Authority may require to substantiate its accuracy. The CM Schedule of Values shall be prepared fairly, without front-loading, imbalancing or overstatement of any element in excess of actual cost.

- f. **MODIFY:** Subsection 3 (“Anticipated Duration of Construction”) of the “Term of Agreement” Section of Appendix B to the CM Agreement shall be modified to change the anticipated duration of the Construction Phase of this project from 24 months to 21 months as follows:

3. Anticipated Duration of Construction. At the time of advertisement of this procurement, the Construction Phase for the Project is currently anticipated as a ~~twenty-four~~ **twenty-one (21)** month duration, but this duration may be increased or decreased, depending upon the actual length of time needed to achieve Substantial Completion on the Project.

- g. **MODIFY:** The “Brief Description of Work” contained in Appendix B to the CM Agreement, titled “Term of Agreement and Project Description” shall be modified as follows:

Brief Description of Work:

Construction Management Services for the construction of the James Madison Elementary School No. 10, a 52,961 square foot facility designed to educate 275 students grades K through 5. CM shall, as the Authority’s Project administrator, consultant and adviser, furnish, on a daily, continuous, competent, non-negligent, efficient and economical basis, the following: administration, management, monitoring, supervision and inspection of the Project, as well as oversight of Contractor’s scheduling and coordination of the Services and Work, and shall provide appropriate and effective supervision to ensure the satisfactory, timely and complete performance of CM’s Field Staff.

**This Agreement contemplates that the CM will provide Services starting from an anticipated Constructability Phase Review Commencement Date of November 20, 2015, (prior to commencement of the Construction Contract), and extending through construction, close-out, and Contract Completion of the Construction Contract, ending on or about July 16, 2018.**

- h. **MODIFY:** The “Schedule” section contained in Appendix B to the CM Agreement, titled “Term of Agreement and Project Description” shall be modified as follows:

Schedule:

The Project milestones below are anticipated at this time.

*Construction Contract Milestones (Anticipated and Subject to Change)*

DCA Release/Approval of the Documents	September 9, 2014
NTP Constructability Review	December 18, 2015
NTP Construction	June 23, 2016
Substantial Completion:	March 22, 2018
Certificate of Occupancy/School Opening	June 18, 2018
Final Completion/Contract Completion	July 16, 2018

**Construction Manager Milestones (Anticipated and Subject to Change)**

**Constructability Review NTP:**

**On or about: November 20, 2015**

**Final Completion:**

**On or about: July 16, 2018**

**CM Duration:**

**969 Days**

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

**Question:** [a] Can you confirm the dates listed on Page 3 of the Agreement with respect to the game plan for this solicitation?  
The CM opportunities to date have been advertised post D-B award. This project however appears to be designated as a GC bid that has yet to be advertised as Page 3 indicates an NTP Construction of June 23, 2016

Therefore, can you clarify:

[b] Is any preconstruction proposed for CM?

[c] Are we to consider a start in field and team for over one year from now?

[d] What do we base our Approach and team qualifications on when we don't have knowledge of what is going on with the project other than the Brief Description?.. as this contrasts other CM RFPs and expectations where additional available information guides us in that regard.

**Answer:** [a]: The questioner's reference to "page 3 of the Agreement" is presumed to refer to page 3 of Appendix B ("Term of Agreement and Project Description") to the CM Agreement. Accordingly, the dates stated in Appendix B are confirmed, but bidders are advised Appendix B has been modified by Section B.2.h. of this Addendum to add pertinent date information, including an anticipated CM Constructability Review NTP date of November 20, 2015.

Note that the questioner's reference to the procurement of Construction Managers for Design-Build projects is irrelevant, as this CM procurement is for a traditional Design-Bid-Build project, not a Design-Build project, and thus the timing of this procurement is not atypical for the Design-Bid-Build paradigm.

[b]: With respect to the question regarding preconstruction services, while section 4.1, "Preconstruction Services" has been omitted from the Agreement, and thus there are no services specifically designated as "Preconstruction Services" included in the contract, bidders are advised that the CM is obligated to perform Constructability Review Phase Services pursuant to the Agreement, which services shall be completed as Allowance Services, prior to the Construction NTP for the Project.

Furthermore, CM is required to perform certain Commissioning Authority Services concurrent with the Constructability Review Services, all of which shall be performed prior to the Construction Phase for this Project.

[c]: In light of the foregoing, bidders are advised that while CM's field services are not anticipated to commence until on or about June 23, 2016, (the date for the Construction NTP for the Project), that date does not represent the initiation of the of the CM's Services for the Project, as the CM's obligation to provide Constructability Review Services and certain Commissioning Authority Services will commence long before the Construction NTP, on or about an anticipated Constructability Review Phase commencement date of November 20, 2015.

[d]: Finally, bidders are advised that their responses to the Project Approach and identification of Key Team members should be guided by the terms of the RFP and the CM Agreement, as well as the project information, including plans and specifications, made available to prequalified bidders through a controlled-access website.

**D. CHANGES TO PREVIOUS ADDENDA:**

1. Not applicable.

**E. ATTACHMENTS**

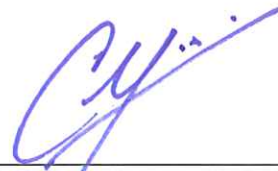
1. Attachment 2.1 NJSDA CMDDBB Price Proposal Form Revised June 8, 2015

**F. SUPPLEMENTAL INFORMATION**

1. Not applicable.

*Any bidder attempting to contact government officials (elected or appointed), including NJSDA Board members, NJSDA Staff, and Selection Committee members in an effort to influence the selection process may be immediately disqualified.*

**End of Addendum No. 1**

  
\_\_\_\_\_  
NJSDA Date  
Corrado Minervini, Program Director



**Addendum # 2**

New Jersey Schools Development Authority  
Office of Procurement  
32 East Front Street  
Trenton, NJ 08625  
Phone: 609-858-2915  
**Fax: 609-656-7258**

**DATE:** June 8, 2015  
**PROJECT #:** NT-0014-M02  
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**Addendum No. 2**

Acknowledgement of Receipt of Addendum

Consultant must acknowledge the receipt of the Addendum by signing in the space provided below and returning via fax (609-656-7258) or email ([dkutch@njsda.gov](mailto:dkutch@njsda.gov)). Signed acknowledgement must be received prior to the Bid Due Date. Acknowledgement of the Addendum must be made in the NJSDA CMDDBB Price Proposal Form.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

**NJSDA CMDBB PRICE PROPOSAL FORM**

**Contract No.: NT-0014-M02**

**Revised June 8, 2015**

The Price Proposal submitted by (Name of Vendor) \_\_\_\_\_

This Price Proposal provides for a Total Compensation Amount as follows:

A) Monthly Fee Amount for Construction Phase \$ \_\_\_\_\_

B) Monthly Fee (Line A) multiplied by 21 months: \$ \_\_\_\_\_

Note: The duration specified above is for bidding purposes only, and the actual construction duration may vary. The monthly fee is payable to CM from the commencement of CM's Construction Phase Services until Substantial Completion, subject to the terms and conditions of the Agreement.

C) Submittal Services Review Amount \$ \_\_\_\_\_

Note: In the sole discretion of NJSDA, CM may be required to commence Submittal Review Services prior to the issuance of a Construction Notice to Proceed to the Contractor, and/or prior to the performance of any of CM's Construction Phase Services. This Amount is intended to compensate CM for any and all Submittal Review Services described in Section 4.4 of the Agreement, and Section A.3 of Appendix A to the CM Agreement, whether occurring prior to issuance of a CM NTP for Construction Phase Services, or concurrent with any of CM's Construction Phase Services under the Agreement.

D) Commissioning Authority Services Amount \$ \_\_\_\_\_

Note: CM will be required to engage a Commissioning Authority and to coordinate and perform certain Commissioning Authority Services prior to the issuance of a Construction Notice to Proceed to the Contractor, and/or prior to the performance of any of CM's Construction Phase Services. This Amount is intended to compensate CM for any and all Commissioning Authority Services described in Section 4.3 of the Agreement, whether occurring prior to issuance of a CM NTP for Construction Phase Services, or concurrent with any of CM's Construction Phase Services under the Agreement.

E) Procurement of Special Inspectors Amount \$ \_\_\_\_\_

Note: CM will be required to procure and engage special inspectors, and this may be called for prior to the issuance of a Construction Notice to Proceed to the Contractor, and/or prior to the performance of any of CM's Construction Phase Services. This Amount is intended to compensate CM for the costs of procurement of special inspection services pursuant to Section 4.13.3 of the Agreement, whether such procurement occurs prior to issuance of a CM NTP for Construction Phase Services, or concurrent with any of CM's Construction Phase Services under the Agreement. This amount is NOT intended to compensate for the direct costs of Special Inspections themselves, which shall be compensated as Allowance Services under a separate Allowance Amount.



**NJSDA CMDBB PRICE PROPOSAL FORM**

**Contract No.: NT-0014-M02**

**Revised June 8, 2015**

F) Close-Out Services Amount \$ \_\_\_\_\_

Note: The Close-Out Services Amount is the CM's sole and entire compensation for Project Close-Out Services as described in Section 4.14 of the Agreement, and must be sufficient to cover all Close-Out Services required by the Agreement. Accordingly, SDA requires that the Close-Out Services Amount must be GREATER THAN or EQUAL TO three times the Monthly Fee, [in other words,  $Line\ F \geq (3) \times (Line\ A)$ ] but the Close-Out Services Amount may or may not be paid out on a monthly basis. If a firm submits a Price Proposal showing a Close-Out Services Amount that is LESS THAN three times the Line A Monthly Fee amount the Price Proposal will be rejected as non-responsive.

G) FFTE Coordination Services Amount: \$ \_\_\_\_\_

Note: FFTE Coordination Services are described in Section 4.11 of the Agreement. This procurement assumes that the CM will perform such FFTE Coordination Services, but NJSDA may choose to self-perform such services, and deduct the value of such services from the CM's Compensation. Accordingly, interested firms are required to provide a lump sum price for the FFTE Coordination Scope of Work as defined in Section 4.11 of the Agreement, in the event NJSDA chooses to self-perform such services and deduct such amount from CM's compensation.

H) Insurance Amount \$ \_\_\_\_\_

Note: The Authority requires CM and its Subconsultants to secure and maintain the insurance coverage detailed in Section 10.1 of the Agreement. The Authority shall compensate CM and its Subconsultants for the cost of such required Insurance. CM's Price Proposal shall reflect CM's costs for Insurance for the Basic Services and any Contingent Additional Services identified at contract execution.

I) Allowance for Testing and Inspection Services: \$ 250,000

J) Allowance for Constructability Review Services: \$ 80,000

**Total Compensation Amount**  
**(Add Amounts from Lines B+C+D+E+F+G+H+I+J)** \$ \_\_\_\_\_

**NOTE:** Any modification or alteration to the wording of the Price Proposal Form, or any exception to the wording or the calculation formula of the Price Proposal Form, shall cause the Price Proposal to be rejected as non-responsive.

**NJSDA CMDBB PRICE PROPOSAL FORM**

**Contract No.: NT-0014-M02**

**Revised June 8, 2015**

**Addenda:**

The Bidder acknowledges receipt and incorporated into this bid of the following Addenda:

Number: \_\_\_\_\_

Dated: \_\_\_\_\_

I am duly authorized to sign this Price Proposal on behalf of the named firm.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_