32 E FRONT STREET P.O. BOX 991 TRENTON, NJ 08625-0991 609-943-5955

Addendum #1

New Jersey Schools Development Authority Office of Procurement 32 East Front Street Trenton, NJ 08625

Phone: 609-858-2915 Fax: 609-656-7258

DATE:

April 13, 2016

PROJECT #:

ET-0073-M01, NE-0003-M02, NT-0050-M01

Construction Management Services

Paul Robeson Community Theme School for the Arts Addition and

Renovation

New South Street Elementary School Leonard Place Elementary School

DESCRIPTION:

Addendum #1

This addendum shall be considered part of the Construction Management Request for Proposal issued in connection with the referenced projects. Should information contained in this Addendum conflict with the Construction Management RFP this Addendum shall supersede the relevant information in the Construction Management RFP.

A. <u>CHANGES TO THE PROCUREMENT PROCESS:</u>

1. Not applicable.

B. <u>CHANGES TO THE PROCUREMENT DOCUMENTS:</u>

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

1. Changes to the Request for Proposals

a. Not applicable.

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Project

ET-0073-M01; NE-0003-M02; NT-0050-M01

Project Name: CM Services for Paul Robeson Community Theme School for the Arts Addition and

2. Changes to the RFP Forms

a. Not applicable.

3. Changes to the Construction Management Agreement

a. REVISE: Add the following Section 4.3.10.5 to Section 4.3.10 of the CM Agreement ("Construction Schedule Review"):

- 4.3.10.5 CPM Schedule Reviewer. CM shall employ or engage a person or persons to provide CPM Schedule Review and Analysis services including schedule analysis of cost-loaded and resource-loaded CPM Schedules, as well as creation of cost-loaded and resource-loaded schedule projections and comparisons, to allow the Authority and CM to effectively evaluate the Design-Builder's proposed Project Schedule, and to effectively manage the Design-Builder and its Work with respect to the Project Schedule, schedule updates and recovery schedules.
 - a. The CPM Schedule Reviewer shall have at least six years of experience in CPM Schedule preparation, maintenance, and critical analysis on projects of similar size, scope and complexity. If the CM is itself prequalified by both the Department of Treasury-Division of Property Management and Construction and the NJSDA in the CPM Scheduling discipline (P030), then the CPM Schedule Reviewer may be an employee of the CM who has the requisite qualifications to fulfill the position. If the CM firm is not prequalified by both the Department of Treasury-Division of Property Management and Construction and the NJSDA in the CPM Scheduling discipline (P030), the CM must engage an entity that is prequalified by both the Department of Treasury-Division of Property Management and Construction and the NJSDA in the CPM Scheduling discipline (P030) to provide an appropriately-qualified person as CPM Schedule Reviewer.
 - b. The identification of the CPM Schedule Reviewer is not a preaward requirement of the RFP, and such person need not be named in the CM's Technical Proposal. However, at or before commencement of services, CM shall identify by name the person proposed as the CPM Schedule Reviewer, and supply the appropriate experience and qualifications information for such person, so that the Authority may review the qualifications and experience information, and either approve or reject the person

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Project ET-0073-M01; NE-0003-M02; NT-0050-M01

Project Name: CM Services for Paul Robeson Community Theme School for the Arts Addition and

proposed for such role. If the person initially proposed as the CPM Schedule Reviewer is rejected by the Authority, or is initially approved by the Authority but the performance of such person is later found by the Authority to be inadequate or unsatisfactory, the CM must immediately replace the CPM Schedule Reviewer with another candidate of equal or superior qualifications who is acceptable to the Authority. Throughout the duration of the CM's engagement, the Authority reserves the right to require the immediate replacement of said Scheduler for any reason and at the sole discretion of the Authority.

- The CPM Schedule reviewer shall review, analyze and evaluate the Design-Builder's Initial Milestone Schedule, to support the Authority's acceptance, rejection or commentary on the proposed Initial Milestone Schedule. In addition to the review, analysis, and evaluation required for approval of the Initial Milestone Schedule, the CPM Schedule Reviewer shall have a continuing duty to review, analyze and evaluate the Design-Builder's accepted baseline Construction Schedule, all monthly schedule updates submitted by the Design Builder, the most recently approved construction recovery schedule (if any), and any requests for time extension(s) due to critical delays impacting the project schedule. The reviews shall confirm that the Design-Builder is in strict conformance with the Design-Builder's Contract requirements as outlined in Specification Section 01301 (Schedules and Reports) of the Design-Build Agreement. After completing its review of the abovementioned scheduling documents and thoroughly understanding the current status of the project and the remaining tasks to be completed, the CPM Scheduler shall continuously evaluate and determine whether the Design-Builder's current schedule (i.e., most recent monthly schedule update) provides a fair and reasonable projection for completing the project on or before the Design-Builder's projected completion date. The CPM Scheduler shall at all times monitor the progress of the work against the Project Schedule to ensure the Design-Builder is supplying adequate materials and resources to strictly comply with the approved Project Schedule and Construction Milestone.
- d. In the event the Design-Builder is not in compliance with the accepted Project Schedule, the CPM Schedule Reviewer shall also be tasked with preparing a recommended Remaining Work Schedule for the project. The CPM Schedule Reviewer's Remaining Work Schedule shall identify practicable opportunities for the Design-Builder to re-sequence the remaining work to

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achieve maximum practical concurrence, and may also recommend targeted use of additional resources and/or extended work shifts (including overtime) for achieving completion of the project by the contractual completion date. The CM Scheduler shall represent completion of major tasks and events by interim milestones as part of the remaining work schedule. If the CPM Scheduler determines that the project completion by the contractual date is not achievable, the CPM Scheduler shall provide an earliest achievable project completion date to the CM and the Authority. Additionally, to the extent possible, the CPM Schedule Reviewer's analysis shall include recognition of any potential added cost exposure identified in the recommended Remaining Work Schedule.

- e. The CPM Schedule Reviewer shall provide to the Authority a written report of all schedule reviews performed, and a Monthly Schedule Report to be included as part of the CM's Monthly Report as identified in Section 4.7.5, below. The Monthly Schedule Report shall include, but not be limited to:
 - i. A detailed narrative describing the schedule period being reviewed, analyzed and evaluated;
 - ii. A description of the project progress and the reason for the review performed;
 - iii. <u>Identification of changes to milestones, activities, due dates, Design-Builder's projected completion date and Contract completion date;</u>
 - iv. Changes in activity duration for activities not started or partially started;
 - v. <u>Identification of the effect on the network of the modifications (critical path, activity duration, predecessors and successors);</u>
 - vi. Recommended changes in activity sequencing;
 - vii. Changes for the purposes of regaining lost time or improving progress;
 - viii. Recommended use of additional resources and/or extended work shifts (including overtime) for achieving completion of the project by the Contract completion date;

- ix. <u>Identification of CM and/or Authority activities with the</u> potential to impact the project schedule;
- x. A narrative summary section identifying and differentiating between the required and recommended actions/changes to the Project Schedule and Work.
- b. REVISE: Section 4.7.5(2) of the CM Agreement ("CM's Monthly Report") shall be modified as follows:
 - (2) <u>CM's Monthly Report</u>. CM shall provide to the Authority a written Monthly Report, submitting three (3) hard copies and one electronic copy, using the Authority's Primavera Expedition Database where appropriate. Such Monthly Report shall be submitted to the Authority within ten (10) Days immediately following the end of the month for which the report is prepared. The Monthly Report shall include, but not be limited to:
 - a. a construction cost summary report;
 - b. the Design-Builder's monthly Construction Schedule Update;
 - c. <u>CPM Schedule Reviewer's Monthly Report (as detailed in Section</u> 4.3.10.5(e));
 - d. Any Construction Activity and/or Milestone Changes;
 - a detailed narrative describing Project progress, any current issues, critical activities, adequacy of the Work, site manpower of the Design-Builder, percentage of Work completed, etc.;
 - df. an updated CM Submittal Log;
 - eg. an updated CM RFI Log;
 - **fh.** an updated CM Change Order Log;
 - gi. current Change Order Report;
 - h. any Construction Milestone changes;
 - *ii*. a minimum of twelve (12) digital photographs taken by the Design-Builder at locations designated by the CM, and associated electronic files indicating Project status; *and*

- jk. a detailed narrative describing the status of the Design-Builder's compliance with applicable Affirmative Action, Safety and Security Plan obligations, as well as State Prevailing Wage requirements-; and
- 1. a detailed Contract Activities completion list. The Contract Activities Completion List shall consist of a log identifying all deliverables associated with Specification Section 01700 Contract Close Out and Section 01900 Commissioning of the Design-Build Agreement. CM shall be responsible for preparing the Contract Activities Completion List at the onset of the Project, and shall be responsible for monitoring, providing oversight and reporting monthly on the progress of the activities on the list.
- c. REVISE: Section 4.10 of the CM Agreement ("FFTE Coordination Services") shall be modified as follows to change the scope of CM's FFTE Coordination Services obligations:

4.10 FFTE Coordination Services

- 4.10.1 <u>Coordination of IT Systems and Other professional Consultants.</u> CM shall oversee, coordinate the work of, and cooperate with the IT Systems Integrator and any other Professional Services Consultant(s) engaged to install and provide information technology services, telecommunications and/or computer services to the Project and/or engaged pursuant to the E-Rate Program.
- 4.10.2 <u>Coordination of Furniture, Fixtures, Technology and Equipment Vendors and Installation.</u> CM shall cooperate with the Authority's Furniture, Fixtures, Technology and Equipment staff ("FFTE Staff") and oversee and coordinate the work of any furniture, fixtures, technology and equipment supplier engaged by the Authority ("FFTE Vendor") to install furniture, fixtures and equipment within the Project.
- 4.10.3 CM FFTE Coordinator. CM shall designate an employee to serve as a coordinator ("CM FFTE Coordinator") for the delivery, receipt and installation of those items of furniture, fixtures, technology and equipment ("FFTE") procured directly by the Authority. The selection of the CM FFTE Coordinator shall be subject to the approval of the Authority's Managing Project Manager. In the event the CM FFTE Coordinator is replaced or removed for any reason, CM shall, within five (5) days of such replacement or removal, notify the Authority of such replacement or removal, and shall furnish the name and contact information of the new CM FFTE Coordinator to the Authority.
- 4.10.4 <u>Authority's FFTE Receiving Software.</u> CM shall, as directed by the Authority, become familiar with and utilize the electronic software or

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database selected by the Authority and used by the Authority's FFTE Staff to assist in the *ordering, processing*, tracking and receiving of FFTE ("FFTE Receiving Software"). CM shall provide all FFTE communications and submissions described in this Section <u>4.10</u> 4.12 in both hard copy and electronic format, utilizing the FFTE Receiving Software as directed by the Authority.

- 4.10.5 Submission of Form 170 and 170T. Ten months prior to the anticipated date for Substantial Completion, the CM FFTE Coordinator shall prepare for submission NJSDA Forms 170 and 170IT, which forms are available on the Authority's website. The CM FFTE Coordinator shall fill out the required forms, noting thereon the anticipated date for Substantial Completion, and shall attach the required documentation listed on each such form (including, but not limited to, 1/4 and 1/8 scale plans showing furniture layouts, color sample boards approved by the Client School District, electrical drawings, riser diagrams, Data/Telecommunications Plans, Approved IT Plans, and Final Technology Specifications supplied in hard copy and electronic format provided on DVD) and shall submit the completed forms and required attachments to the Authority's Project Manager and the appropriate Authority FFTE Staff.
- 4.10.65 Receipt of Purchase Orders. Approximately two months prior to the anticipated date for Substantial Completion, as noted by the CM FFTE Coordinator in the Forms 170 and 170IT, the CM FFTE Coordinator shall receive from the Authority's FFTE Department Staff copies of all purchase orders for FFTE, listing the name of the Authority's FFTE Department staff member identified as the contact on each such purchase order (the "FFTE Contact"), along with target delivery dates for the FFTE identified in each such purchase order. Such target delivery dates shall be based upon the Substantial Completion date. indicated by the CM FFTE Coordinator on the Form 170 and Form 170IT previously submitted to the FFTE Department.
- 4.10.7 Creation of FFTE Binder. The CM FFTE Coordinator shall organize the copies of purchase orders received from the Authority, along with all corresponding attachments, into a binder for the Project (the "FFTE Binder") which FFTE Binder shall organize the purchase orders in alphabetical order by manufacturer name.
- 4.10.86 Correspondence with Vendors. Upon receipt of purchase orders from the Authority's FFTE Staff, the CM FFTE Coordinator shall become responsible for corresponding with the Authority's FFTE Staff contact vendors holding such purchase orders (the "FFTE Vendors"), in order to confirm the time and date for delivery of such FFTE materials, and to

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Project Name: CM Services for Paul Robeson Community Theme School for the Arts Addition and Renovation; New South Street Elementary School; Leonard Place Elementary School

confirm site location and ensure site accessibility for the scheduled deliveries.

- 4.10.97 Coordination of Schedule. The CM FFTE Coordinator shall be responsible for coordinating the Project Schedule with the FFTE delivery dates received from the Authority's FFTE Staff. To that end, the CM FFTE Coordinator shall inform the FFTE Staff Vendors of any anticipated changes in the proposed delivery dates caused by any changes in the Project Schedule (whether caused by delays or project acceleration). In addition, the CM FFTE Coordinator shall advise the Authority's FFTE Staff of any anticipated changes in the FFTE delivery schedules, as soon as any such potential change in the FFTE delivery date is identified.
- 4.10.408 Timely Delivery. The Authority's Managing Project Manager and CM FFTE Coordinator, along with the FFTE Contact, shall strive to ensure timely delivery of the FFTE to the project site. However, it is also critical to ensure that FFTE is not delivered too early to a project site as there are a number of negative ramifications that can stem from such actions (i.e. damage, theft, labor relations problems, etc.). As such, FFTE should not be delivered to the project site until a Certificate of Occupancy ("CO") or Temporary Certificate of Occupancy ("TCO") has been obtained.
- 4.10.H9 Confirmation of Readiness and Elevator Availability. Two weeks prior to the anticipated date of substantial completion, the CM FFTE Coordinator shall provide the FFTE Contact Staff with a confirmation that all rooms are cleaned, free of debris and ready to accept FFTE and that the elevator(s) are available for use by the vendor(s). In addition the CM FFTE Coordinator shall call each vendor(s) to confirm the delivery date for each purchase order.
- 4.10.1210 Delays in Readiness. Five days Two weeks prior to expected delivery, the CM FFTE Coordinator shall contact and confirm site readiness with each contact FFTE Vendor Authority's FFTE Staff. If site readiness or accessibility is delayed, the CM FFTE Coordinator must immediately inform the FFTE Vendor(s) and the NJSDA's Authority's FFTE Contact Staff listed on the purchase order as well as the Authority Project Manager.
- 4.10.1311 CM's Obligations on Delivery. On the day of the delivery, the CM FFTE Coordinator will receive all FFTE, confirming delivery against the FFTE purchase orders, and making any appropriate submissions or entries utilizing the Authority's FFTE Receiving Software. The CM FFTE Coordinator shall verify quantities, note on the delivery

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paperwork and bills of lading any shortfalls, backorders and/or damages, and shall signoff and safeguard all delivered furniture. If there are any shortfalls, back orders and/or damages, the CM FFTE Coordinator shall prepare an exception list detailing each missing, backordered or damaged item, and noting the room number/location for each such item. The CM FFTE Coordinator shall prepare and immediately transmit the exception list in both paper and electronic format (utilizing the FFTE Receiving Software, as appropriate) to the designated **Authority** FFTE Contact Staff listed on the purchase order.

- 4.10.1412 Placement of Items and Room Conversion Chart. While the delivery is in progress the CM FFTE Coordinator shall supervise the placement of furniture to the correct location as stated on the purchase order and room layout plan. If room numbers for the Project change from the room numbers noted in prior versions of the construction documents, the CM FFTE Coordinator shall provide a Room Conversion Chart to each FFTE Vendor(s) prior to their scheduled delivery.
- 4.10.1513 Spotted Delivery. All FFTE Items will be procured for "spotted delivery," meaning that the FFTE Vendors will be responsible for delivery, assembly and installation of the FFTE, as well as placement of the FFTE as per the Project drawings, and removal from the Site of all packing materials, discards and trash generated from delivery. Should an FFTE Vendor refuse to comply with the spotted delivery terms as listed above, please contact the designated Authority FFTE Contact Staff immediately and prior to the acceptance of any FFTE.
- 4.10.4614 Delivery Documentation in FFTE Binder. Upon completion of FFTE deliveries, the CM FFTE Coordinator shall fax a copy of the delivery documents, along with a completed NJSDA FFTE Delivery Transmittal Form to the Authority's Project Manager and FFTE Staff, and shall make any and all appropriate notations and submissions using the Authority's FFTE Receiving Software. In addition, the CM FFTE Coordinator shall incorporate copies of the purchase orders, original delivery documentation and any supporting materials in the FFTE Binder. This binder shall serve as the project close-out documentation that will be handed over to the district as part of the closeout process.
- d. REVISE: Section 15.3 of the CM Agreement ("Conflict in Terms") shall be modified as follows to change the order of precedence:
 - 15.3 **Conflict in Terms.** In the event of any conflict, discrepancy or inconsistency among the documents constituting this Agreement, interpretation will be based on the following descending order of priority:

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Project ET-0073-M01; NE-0003-M02; NT-0050-M01

- 1. This Agreement, and any Amendments hereto Appendix A Supplementary Conditions
- 2. Appendix A Supplementary Conditions Appendix B Project Description
- 3. Design-Build Construction Documents This Agreement, and any Amendments hereto
- 4. Appendix B Project Description-Design-Build Construction Documents
- 5. Request for Proposals and/or Request for Qualifications
- 6. Appendix C Total Compensation Amount (Price Proposal)
- 7. Appendix E Certificate(s) of Insurance
- 8. Appendix F Other Documentation
- e. REVISE: Section 9.2.2(2) of the Form of CM Agreement ("Anticipated Duration of Construction") (applicable to all three Projects in this Procurement) shall be modified as follows:
 - (2) Anticipated Duration of Construction. At the time of advertisement of this procurement, the Construction Phase for the Project is currently anticipated as a **twenty-seven** (27) twenty-four month duration, but the actual construction duration may be longer or shorter, depending upon the actual length of time needed to achieve Substantial Completion on the Project.
- f. REPLACE: Replace Appendix B (Term of Agreement and Project Description) for NT-0050-M01 Leonard Place Elementary School, as originally issued, with Revised Appendix B (Term of Agreement and Project Description) for NT-0050-M01 Leonard Place Elementary School, dated April 13, 2016, included as Attachment 1.1 to this Addendum.
- g. REPLACE: Replace Appendix B (Term of Agreement and Project Description) for NE-0003-M02 New South Street Elementary School, as originally issued, with Revised Appendix B (Term of Agreement and Project Description) for NE-0003-M02 New South Street Elementary School, dated April 13, 2016, included as Attachment 1.2 to this Addendum.

C. <u>BIDDER'S QUESTIONS, REQUESTS FOR INFORMATION AND RESPONSES:</u>

1. Question: Appendix B shows for Passaic Leonard Place lists Anticipated NTP as July 1 and July 30 as Substantial completion on the same page?? Which one is correct??

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Project ET-0073-M01; NE-0003-M02; NT-0050-M01

Project Name: CM Services for Paul Robeson Community Theme School for the Arts Addition and

Answer:

The correct Anticipated Date for Construction NTP is anticipated for July 05, 2016. Refer to Revised Appx B, included as Attachment 1.1 to this Addendum.

2. Question:

New South, NTP for construction is stated as July 29, 2015. Assume that should be 2016?

Answer:

Correct. The anticipated date for NTP for Construction should read July 29, 2016. Refer to Revised Appx B, included as Attachment 1.2 to this Addendum.

3. Question:

Is the subject Procurement for Design Build CM Services at Risk, or Agency CM Services to manage the Design Build Team? Reason why I ask, the following is stated, We just want to be sure:

- 1.1 General. This is a "Price and Other Factors" solicitation for Design-Build Construction Management Services for:
 - a. New Construction of the South Street Elementary School in Newark, New Jersey
 - b. Addition and Renovation of the Paul Robeson Theme School for the Arts in New Brunswick, New Jersey; and
 - c. New Construction of the Leonard Place Elementary School in Passaic, New Jersey.

Answer:

Neither. This procurement contemplates engagement of a CM as an Owner's Agent, to provide administration, management, monitoring, supervision and inspection of the Project, as well as oversight of Design-Builder's scheduling and coordination of the Services and Work, among other responsibilities detailed in the CM Agreement, for the benefit of NJSDA as Owner. This procurement does not contemplate a CM-At-Risk or CM-Agency role, as those concepts are generally understood, in that neither the design nor the construction Work of the Project is being procured by or through the CM. For each of the Projects included in this Procurement, a Design-Builder has already been engaged to perform the design services and construction work for the Project.

4. Question:

Can an SBE firm submit a proposal as a Prime Consultant/CM, and also participate as an SBE sub on another firm's proposal, if the SBE firm offers entirely separate team members when serving in a Subconsultant role on another firm's team/proposal?

Answer:

Based on the information supplied, as long as there is no overlap, duplication or sharing of team members between the two proposals (i.e., one with SBE as Prime, the other with SBE as Subconsultant), this arrangement does not appear to create a conflict.

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Project ET-0073-M01; NE-0003-M02; NT-0050-M01

Project Name: CM Services for Paul Robeson Community Theme School for the Arts Addition and

D. CHANGES TO PREVIOUS ADDENDA:

1. Not applicable.

E. ATTACHMENTS:

- 1. Attachment 1.1 Revised Appendix B Term of Agreement and Project Description for NT-0050-M01, Leonard Place Elementary School, dated April 13, 2016.
- 2. Attachment 1.2 Revised Appendix B Term of Agreement and Project Description for NE-0003-M02, New South Street Elementary School, dated April 13, 2016.

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

Date



32 E FRONT STREET P.O. BOX 991 TRENTON, NJ 08625-0991 609-943-5955

Addendum #1

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

Fax:

609-656-7258

DATE:

April 13, 2016

PROJECT #:

ET-0073-M01; NE-0003-M02; NT-0050-M01

Project Name:

CM Services for Paul Robeson Community Theme School for the Arts

Addition and Renovation; New South Street Elementary School; Leonard

Place Elementary 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 (<u>Dkutch@njsda.gov</u>) or fax (609-656-7258). Signed acknowledgement must be received prior to the Bid Due Date. <u>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.</u>

G: matura	Print Name
Signature	Film Name
Company	date

Addendum #1

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Project

ET-0073-M01; NE-0003-M02; NT-0050-M01

Project Name: CM Services for Paul Robeson Community Theme School for the Arts Addition and

APPENDIX B

TERM OF AGREEMENT AND PROJECT DESCRIPTION

TERM OF CM AGREEMENT:

The Term of this Agreement shall be from the Effective Date and shall extend until all obligations of the CM to deliver Services pursuant to this Agreement have been fully performed to the satisfaction of the Authority, unless sooner terminated as set forth in this Agreement.

- 1. <u>Indefinite Term</u>. The Term of this Agreement is indefinite, and is dependent upon the actual length of the construction duration of the Project, and the time needed for CM to complete Close-Out Services.
- 2. <u>Construction Phase is Indefinite</u>. This Agreement contemplates that the CM will provide Construction Administration Services and other Basic Services during the Construction Phase of the Project, which Phase commences on or about the time of the Authority's issuance to the Design Builder of the Construction Notice to Proceed for the Project, and extends until the Design Builder achieves Substantial Completion (as that term is defined in the Design Build Contract Documents) for the Project.
- 3. <u>Anticipated Duration of Construction</u>. At the time of advertisement of this procurement, the Construction Phase for the Project is currently anticipated as a twenty-seven 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.
- 4. <u>Close-Out Services</u>. Notwithstanding the foregoing, CM's engagement also includes an unspecified duration for the performance of close-out and contract completion tasks ("Close-Out Services"), the timing and length of which close-out period shall be dependent upon the CM's effectiveness in completing the Close-Out obligations of this Agreement.
- 5. <u>Submittal Review Services</u>. Additionally, CM's engagement also includes Submittal Review services, the performance of which may precede the performance of Construction Administration Services, or which may be performed simultaneously with the Construction Administration and other Basic Services under the Agreement. The timing of the performance of the Submittal Review Services shall be at the sole discretion of the Authority.
- 6. <u>Procurement of Special Inspectors</u>. CM's engagement also includes services relating to the procurement of Special Inspectors, the performance of which may precede the performance of Construction Administration Services, or which may be performed simultaneously with the Construction Administration and other Basic Services under the Agreement. The commencement of the procurement of Special Inspectors shall be at the sole discretion of the Authority.

PROJECT DESCRIPTION:

Contract No.:

NT-0050-M01

Contract Name:

Leonard Place Elementary School Construction

Management

Design-Builder:

Dobco, Inc.

Design-Builder's

Design Consultant:

DiCara Rubino

District:

Passaic Public Schools

Anticipated NTP

for Construction:

July 5, 2016

(Dependent upon Design-Builder's advancement of design)

Brief Description of Work:

Construction Management Services for the new Leonard Place School. The school will be approximately 105,000 square foot designed to educate 628 students in grades K through 5 in the Passaic Public Schools District.

Status of Project:

The project has been awarded to Dobco, Inc. and is currently in the design phase.

Schedule:

The Project milestones below are anticipated at this time, and subject to change based on Design Builder's Project Schedule, as accepted by the Authority.

Design-Build Contract Milestones (Anticipated and Subject to Change)

NTP for Design Services

(D-B Commencement Date):

January 28, 2016

NTP for Construction:

July 05, 2016 (dependent upon Design-Builder's Design Schedule and Project Schedule as accepted by the Authority)

Substantial Completion:

July 30, 2018 (based on 914-day duration for achievement of Substantial Completion measured from D-B Commencement Date)

Final Completion/Contract Completion:

November 19, 2018 (based on 1026-day

duration for achievement of Final Completion and Contract Completion

(measured from D-B Commencement Date)

Additional NJSDA Consultants and Contractors (may be changed without notice):

Licensed Site Remediation Professional:

William Pendexter

Dewberry

600 Parsippany Road, Suite 301

Parsippany, NJ 07054

Commissioning Authority:

TBD (retained by D-B)

The project will be governed by the SDA PLA.

APPENDIX B

TERM OF AGREEMENT AND PROJECT DESCRIPTION

TERM OF CM AGREEMENT:

The Term of this Agreement shall be from the Effective Date and shall extend until all obligations of the CM to deliver Services pursuant to this Agreement have been fully performed to the satisfaction of the Authority, unless sooner terminated as set forth in this Agreement.

- 1. <u>Indefinite Term</u>. The Term of this Agreement is indefinite, and is dependent upon the actual length of the construction duration of the Project, and the time needed for CM to complete Close-Out Services.
- 2. <u>Construction Phase is Indefinite</u>. This Agreement contemplates that the CM will provide Construction Administration Services and other Basic Services during the Construction Phase of the Project, which Phase commences on or about the time of the Authority's issuance to the Design Builder of the Construction Notice to Proceed for the Project, and extends until the Design Builder achieves Substantial Completion (as that term is defined in the Design Build Contract Documents) for the Project.
- 3. <u>Anticipated Duration of Construction</u>. At the time of advertisement of this procurement, the Construction Phase for the Project is currently anticipated as a twenty-seven 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.
- 4. <u>Close-Out Services</u>. Notwithstanding the foregoing, CM's engagement also includes an unspecified duration for the performance of close-out and contract completion tasks ("Close-Out Services"), the timing and length of which close-out period shall be dependent upon the CM's effectiveness in completing the Close-Out obligations of this Agreement.
- 5. <u>Submittal Review Services</u>. Additionally, CM's engagement also includes Submittal Review services, the performance of which may precede the performance of Construction Administration Services, or which may be performed simultaneously with the Construction Administration and other Basic Services under the Agreement. The timing of the performance of the Submittal Review Services shall be at the sole discretion of the Authority.
- 6. <u>Procurement of Special Inspectors</u>. CM's engagement also includes services relating to the procurement of Special Inspectors, the performance of which may precede the performance of Construction Administration Services, or which may be performed simultaneously with the Construction Administration and other Basic Services under the Agreement. The commencement of the procurement of Special Inspectors shall be at the sole discretion of the Authority.

PROJECT DESCRIPTION:

Contract No.:

NE-0003-M02

Contract Name:

New South Street Elementary School

Design-Builder:

Ernest Bock and Sons Inc.

Design-Builder's

Design Consultant:

SSP Architectural Group, Inc.

District:

Newark Public Schools

Anticipated NTP

for Construction: July 29, 2016

(Dependent upon Design-Builder's advancement of design)

Brief Description of Work:

CM Services for a new elementary school which will house approximately 597 students from Pre-K through Grade 8. The building will be a three-story structure containing approximately 103,00 gross square feet on a site (Block 929) owned by the Authority bounded by Pennington, Hermon, Johnson and Dawson Streets in the City of Newark, New Jersey. The Project also includes construction of a parking lot on a smaller block (Block 922) to the north of the building site, bounded by Johnson, Hermon, Vesey and McWhorter Streets. The design is based on the current Kit of Parts model for a PK-8 elementary school with the associated play areas, accessible parking and community spaces.

Status of Project:

The project has been awarded to Ernest Bock and Sons, Inc. and is currently in the design phase.

Schedule:

The Project milestones below are anticipated at this time, and subject to change based on Design Builder's Project Schedule, as accepted by the Authority.

Design-Build Contract Milestones (Anticipated and Subject to Change)

NTP for Design Services

(D-B Commencement Date):

November 23, 2015

NTP for Construction:

July 29, 2016 (dependent upon Design-Builder's Design Schedule and Project Schedule as accepted

by the Authority)

Substantial Completion:

July 10, 2018 (based on 960-day duration for achievement of Substantial Completion measured

from D-B Commencement Date)

Final Completion/ **Contract Completion:**

August 24, 2018 (based on 1005-day duration for achievement of Final Completion and Contract Completion measured from D-B Commencement

Date)

Additional NJSDA Consultants and Contractors (may be changed without notice):

Licensed Site Remediation Professional:

Michael N. Metlitz

Whitman

7 Pleasant Hill Road, Cranbury NJ 08512 Phone: 732) 390-5858

Fax: (732) 390-9496

Commissioning Authority:

TBD (retained by D-B)

The project will be governed by the SDA PLA.