



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: March 4, 2016

PROJECT #: ST-0017-M02
Construction Management Services
Vineland
Middle School #2

DESCRIPTION: Addendum #1

This addendum shall be considered part of the Construction Management Request for Proposal issued in connection with the referenced project. 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. 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 Request for Proposals

- a. Not applicable.

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 pre-award 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 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.

- c. 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 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. Identification of changes to milestones, activities, due dates, Design-Builder's projected completion date and Contract completion date;
- iv. Changes in activity duration for activities not started or partially started;
- v. Identification of the effect on the network of the modifications (critical path, activity duration, predecessors and successors);
- 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. Identification of CM and/or Authority activities with the 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) CM's Monthly Report. 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. **CPM Schedule Reviewer's Monthly Report (as detailed in Section 4.3.10.5(e));**
- d. **Any Construction Activity and/or Milestone Changes;**
- e. 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.;
- f. an updated CM Submittal Log;
- g. an updated CM RFI Log;
- h. an updated CM Change Order Log;
- i. current Change Order Report;
- j. ~~any Construction Milestone changes;~~
- k. 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~~
- l. 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**
- k. **a detailed Contract Activities completion list.**

c. 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:

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

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

1. **Question:** The CM Agreement section 9.2.2 states the construction duration is anticipated to be 24 months, but Appendix B item 3 states 28 months. Which takes precedence?

Response: The project is currently anticipated to have a 28-month Construction Phase duration; however, because the contract states in both Section 9.2.2 and in Appendix B that the Construction Phase is indefinite and “the actual construction duration may be longer or shorter, depending upon the actual length of time needed to achieve Substantial Completion on the Project” as noted in section 9.2.2(2), neither the 24-month reference in Section 9.2.2 nor the 28-month reference in Appendix B is binding or takes precedence or functions as limiting the indefinite term of the contract.

2. **Question:** Is there an anticipated duration for the Submittal Review Services?

Response: No

D. CHANGES TO PREVIOUS ADDENDA:

1. Not applicable.

E. ATTACHMENTS:

1. Not applicable.

F. SUPPLEMENTAL INFORMATION:

1. Notice of Intent to Participate Contact List:

ACB Consulting Services LLC 292 Lafayette Street, Suite 200 Newark, NJ 07105
GREYHAWK North America LLC 2000 Midlantic Drive, Suite 210 Mount Laurel, NJ 08054
HAKS Engineers, Architects and Land Surveyors, PC 33 Wood Avenue South, Suite 830 Iselin, NJ 08830
Heery International, Inc. 827 Belvidere Road Phillipsburg, NJ 08865
Hill International, Inc. 2005 Market Street, 17th Floor Philadelphia, PA 19103
Jackson Associates Group, LLC 28 Wright Avenue Lindenwold, NJ 08021
Joseph Jingoli & Son, Inc. 100 Lenox Drive, Suite 100 Lawrenceville, NJ 08648
McCloud Group, LLC (The) 79 Hudson Street, Suite 506 Hoboken, NJ 07030
New Road Construction Management Co., Inc. 1876 Greentree Road Cherry Hill, NJ 08003
Pinnacle Consulting & Construction Services, Inc. One Gateway Center Suite 2600 Newark, NJ 07102
STV Construction, Inc. 225 Park Avenue South New York, NY 10003

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

 3/4/14
NJSDA Date

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DATE: March 4, 2016

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Acknowledgement of Receipt of Addendum

Contractor must acknowledge the receipt of the Addendum by signing in the space provided below and returning via scanned copy (Dkutch@njsda.gov) or fax (609-656-7258). 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

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