
Addendum #1

New Jersey Schools Development Authority
Office of Procurement
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DATE: April 08, 2016

PROJECT #: WT-0022-M01
Construction Management Services
New Trenton Central High School

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;
- eg. 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;~~
- ij. 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
- l. a detailed Contract Activities completion 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 Coordination of IT Systems and Other professional Consultants. 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 Coordination of Furniture, Fixtures, Technology and Equipment Vendors and Installation. 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 Authority's FFTE Receiving Software. CM shall, as directed by the Authority, become familiar with and utilize the electronic software or 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 ~~4.10 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 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.

4.10.108 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.

- 4.10.119 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 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.

4.10.1614 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:

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: Are we to follow D-B proposal durations for substantial and final completion or the NJSDA durations for our price proposal?

Answer: Neither. The durations provided (both the contractual durations and the Design-Builder's Proposed schedule durations) are provided for reference and information, but because the CM engagement contemplates an indefinite term, with a monthly fee as compensation, the listed durations are not binding. See Sections 6.1, 6.2 and 6.3 of the CM Agreement (captioned "Indefinite Duration," "Monthly Fee is Sole Compensation" and "No Entitlement to Lump Sum; No Compensation for Unused Months") regarding the indefinite term and Monthly Fee. Interested firms are required to submit a price proposal based on a monthly fee amount and a sample duration, but this is not a lump sum engagement, and the contract duration is not fixed.

2. Question: Would you happen to know if the CM will be responsible for acquiring commissioning services or will that be procured directly by NJSDA?

Answer: Acquiring commissioning services is the responsibility of the Design-Builder.

3. Question: To assist with the Approach to Project Schedule narrative, could the design builder's schedule be made available?

Answer: The design builders' schedule cannot be made available at this time.

4. Question: When is the NTP for the CM planned?

Answer: The anticipated NTP is 07/06/2016.

D. CHANGES TO PREVIOUS ADDENDA:

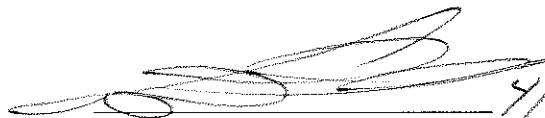
1. Not applicable.

E. ATTACHMENTS:

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 4/7/16



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DATE: April 8, 2016
PROJECT #: WT-0022-M01
Construction Management Services
New Trenton Central High School
DESCRIPTION: Addendum #1

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