

**STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF PROPERTY MANAGEMENT & CONSTRUCTION**

**REQUEST FOR PROPOSAL
FOR**

**INDEFINITE DELIVERY INDEFINITE QUANTITY (IDIQ)
MULTIPLE AWARD TERM CONTRACT (CMF 004)
FOR CONSTRUCTION MANAGEMENT SERVICES
ON VARIOUS STATE AGENCY PROJECTS**

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1.0 PURPOSE AND INTENT

The term contracts awarded under this Request for Proposals (RFP) will be used to solicit proposals from Construction Management Firms (CMFs) for professional, technical, administrative and clerical personnel, to perform required construction management services on various State agency sponsored and administered design and construction projects as designated and contracted by the Division of Property Management and Construction (DPMC). This RFP is solicited pursuant to N.J.S.A. 52:34-9.1 et seq. and specifically N.J.S.A. 52:34-9.7, in accordance with 2 C.F.R. 200, and specifically 2 CFR 300.317.

DPMC intends to utilize this contract to retain construction management firms to assist with the project management and or construction management of various State agency projects. These projects may include engagements involving the planning, design and construction of buildings/structures, building improvements/renovations, and flood mitigation/resiliency projects. The projects may be funded in whole or in part by the State, State authorities or various federal grant programs including Coronavirus Relief Funds, established by the Coronavirus Aid, Relief, and Economic Security Act (CARES), State and Local Fiscal Recovery Funds (SLFRF), established by the American Rescue Plan Act of 2021 (ARPA), HUD CDBG-DR, etc. This is an indefinite delivery indefinite quantity (IDIQ) contract for the CMF services specified and the period(s) stated within the RFP in Section 3.0.

Nothing in this RFP shall preclude the DPMC Contracting Officer (CO) from soliciting quotes or proposals for similar services outside of this contract for any project work when deemed appropriate by DPMC.

2.0 CONSULTANT QUALIFICATIONS

2.1 DISCIPLINES

The Consultant shall be a firm pre-qualified with the Division of Property Management & Construction (DPMC) in the Construction Management Discipline (P029) and have a rating of “\$15 million or greater”. The Consultant must also have in-house capabilities or sub-consultants pre-qualified with DPMC in the Critical Path Method (CPM) Scheduling (P030) and Estimating/Cost Analysis (P025) specialty disciplines. The DPMC prequalification rating required for CPM Scheduling must also be “\$15 million or greater”.

Additional subconsultants may be included on the CMF’s team as necessary for a specific work order assignment. For example, subconsultants in the following areas/disciplines may also be necessary for an IDIQ assignment: Architecture, MEP Engineering, Civil Engineering, Historic Preservation, Hydrology & Hydraulics, Landscape Architecture, Surveying, Environmental Assessments/EIS, Environmental Permitting, Environmental Site Investigation, Environmental Remedial Support, Archaeology Services, Construction Inspection, etc. The CMF firm must maintain their prequalification and rating during the term of the contract. All subconsultant firms requiring DPMC Consultant Prequalification must also have a valid prequalification to participate on the CMF’s team. If the CMF or a subconsultant allows their prequalification to lapse, the firm with lapsed prequalification will not be included

in any competitive selections for a work order assignment until their prequalification is renewed and valid.

2.2 **SUBCONTRACTING**

If any part of the work covered by this Term Contract is subcontracted, the subconsultant must also be prequalified by DPMC. If there is no prequalification category for the discipline of a specific subconsultant, that firm must be approved by the DPMC Project Director prior to the CMF using the subconsultant for a specific work order.

Payment of all subconsultants and/or subcontractors is the sole responsibility of the Consultant. Nothing contained in this RFP shall create a contractual relationship between any subconsultant and the State or DPMC.

3.0 **PERFORMANCE PERIOD**

Services shall be provided under this contract from the date of award until the expiration or earlier termination of any or all options exercised under this contract.

The base period of performance of this contract shall be two years commencing on the date of the contract award, during which time work orders may be placed by DPMC. Actual performance of work orders may extend beyond this contract period until completion of construction contracts for which services are provided under the work orders, and the terms of this contract shall extend until completion of the service(s). The DPMC shall have the unilateral option of extending this contract for three (3) additional one year terms, to be exercised at the discretion of the Contracting Officer, for a potential contract duration of five (5) years from the contract award date.

Renewal Option: The option periods shall extend the performance period of the contract commencing on the expiration of the preceding base contract performance period. DPMC may exercise an option by issuing a written notification (regular mail, email or otherwise furnished) to the contracted CMF(s).

Delays of Work Under Other Contracts: If the performance of all or any part of the CMF's work is, for an unreasonable period of time, suspended, delayed, or interrupted by changes, suspensions of work, differing site conditions, or other compensable causes under the Design Consultant contract (as defined below), construction contract, or other related State contracts, an adjustment may be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance was delayed by the fault or negligence of the CMF.

4.0 **GENERAL INFORMATION REGARDING PROPOSAL PREPARATION & AWARD**

This RFP is issued by the Division of Property Management and Construction, located at the address listed below, which is the sole point of contact in the DPMC for the purpose of this RFP and related communications.

**State of New Jersey
Department of the Treasury
Division of Property Management & Construction
33 West State Street, 9th Floor, Plan Room
P.O. Box 039
Trenton, New Jersey 08625-0039
Attention: Jennifer Roeckel
Contract Procurement Unit**

Telephone inquiries regarding this RFP shall be made to: (609) 984-1231

- 4.1 Technical Proposals are **DUE NO LATER THAN 2:00 PM, NOVEMBER 28, 2023**, and shall be submitted electronically (via email) to Jennifer Roeckel and William Mahan, to the following email addresses: jennifer.roeckel@treas.nj.gov and william.mahan@treas.nj.gov. Submission received after this time and date will not be accepted.
- 4.2 The proposal must be signed by a principal of the firm, dated and notarized. Unsigned proposals will be rejected as non-responsive and have no binding effect and will exclude the firm from consideration for this procurement.
- 4.3 CMFs are advised to thoroughly read and understand the entire RFP, including the Agreement, General Conditions and any attachments, exhibits and addenda prior to preparing and submitting their proposals.
- 4.4 Technical Proposals: CMFs shall submit a complete technical proposal in addition to the required forms listed in the RFP Instructions. The technical proposal must respond to the evaluation criteria in the cover letter and attached CMF 004 Evaluation Criteria form. The technical proposal will be evaluated by the selection committee in accordance with the evaluation criteria.
- 4.5 Price/Rate Proposals: The CMF's shall submit a complete price/rate proposal on the form provided in the RFP. This form is entitled, "CMF 004 Term Contract Rate Schedule" and includes all-inclusive, "loaded" hourly rates for the various Personnel Types/Disciplines that may be required during the term of the contract. These loaded hourly rates should include all costs required for each personnel type, including, all direct costs, overhead costs, fringe benefits, supplies, equipment, administrative costs, insurance, in-State travel, meals and lodging, professional fees and profit. The hourly rates listed by the CMF and accepted at contract award will be the rates that will be used as the basis for pricing future work orders issued under this contract. Price increases will not be granted for any alleged omissions or miscalculations of contract pricing. The base year and each option period are to be separately priced based on the CMF 004 Rate Schedule provided by the CMF.

In accordance with Section 6, the State will competitively solicit work orders to be placed under the contract among the successful awardees meeting the necessary prequalification requirements under this RFP. Services may be procured as firm fixed price tasks (FFP) or "time and materials (T&M) tasks, and each work order may contain both FFP and T&M tasks. The fee for the work order along with a technical proposal will be requested for each

competitive assignment in accordance with Section 6.2.2. The fee for each work order shall include all management, supervision, direct costs, materials, supplies and equipment. The technical proposal shall provide all information to assure effective performance of all services described in the respective work order.

However, as outlined in Section 6.2.2 of this RFP, there may be instances when the State determines that it is not in the best interest of the State to request proposals for a work order from all approved CMFs. In such an instance, the State shall have the option to directly contract with one CMF for that assignment. In these instances, the hourly rates provided by the CMF for the contract periods (base and option years) and accepted will be used by the State to unilaterally place the work order for the services required.

4.6 Contract Award: CMF 004 Term Contract awards will be made to the CMFs whose technical and pricing quotes are considered most advantageous to the State based on cost and technical qualifications in accordance with the evaluation criteria listed in the cover letter and the attached evaluation criteria form. Each CMF proposal will be evaluated by the Selection Committee based on these criteria and ranked. Awards will be made to the responsive firms whose proposals are determined to be the most advantageous, based on cost and technical qualifications in accordance with the evaluation criteria listed in the cover letter and the attached evaluation criteria form. It is the intent of the DPMC to make approximately 6-8 awards under this solicitation. Recipients will be notified by the DPMC CO of the award.

4.7 Contract Documents: This contract is comprised of the following elements:

4.7.1 TERM CONTRACT REQUEST FOR PROPOSAL (RFP) including all attachments, Exhibits, and addenda, if any;

4.7.2 AGREEMENT BETWEEN THE STATE OF NEW JERSEY AND THE CMF FOR TERM CONTRACT CMF 004;

4.7.3 STATEMENT OF ASSURANCES, ADDITIONAL FEDERALLY FUNDED AGREEMENT PROVISIONS APPLICABLE TO CARES ACT AND AMERICAN RECOVERY PLAN ACT PROJECTS

4.7.4 STATEMENT OF ASSURANCES, ADDITIONAL FEDERALLY FUNDED AGREEMENT PROVISIONS APPLICABLE TO CDBG-DR PROJECTS;

4.7.5 TERM CONTRACT CMF 004 CONSULTANT PROPOSAL consisting of the CMF AFFIDAVIT, CMF 004 TERM CONTRACT RATE SCHEDULE, and CMF's TECHNICAL PROPOSAL.

4.7.6 NOTICE OF TERM CONTRACT CMF 004 AWARD.

Additional Contract Requirements: Alternate funding sources may be identified for a specific IDIQ work order. On those specific work orders, additional requirements may need to be met by the CMF under this IDIQ contract. These funding sources and their requirements may include HUD (including CDBG or CDBG-DR funds), Coronavirus Relief Funds (CARES) , American Rescue Plan Funds (ARPA), the Federal Emergency Management Agency

(FEMA), USGA or other federal and/or State grants or sources. As such, the CMF will be required as part of its contract responsibilities in a specific work order to comply with the specific funding source requirements. Therefore, as appropriate for the funding source, the CMF must ensure that all applicable standards of performance and requirements (federal or State prescribed) are complied with.

- 4.7 The DPMC CO reserves the right to reject all proposals, in accordance with applicable laws, when such rejection is in the best interest of the State.

5.0 GENERAL DESCRIPTION OF REQUIRED SERVICES

5.1 OVERVIEW

The term contracts awarded in response to this RFP will enable CMFs to provide professional management, quality control and administrative support services as required to the DPMC on behalf of various State agencies to supplement the State's available in-house staff in the execution and oversight of construction projects for the State. Herein, the Consultant will be referred to as the Construction Management Firm (CMF).

This scope generally covers the State's traditional delivery process (design-bid-build) and the delivery and oversight of these projects through feasibility studies, design and/or construction projects performed by contracted consultants and contractors. These projects may include engagements involving the planning, design and construction of buildings/structures, building improvements/renovations, and flood mitigation/resiliency projects. The projects may be funded by the State, State authorities or various federal grant programs including Coronavirus Relief Funds, American Rescue Plan (ARPA), State and Local Fiscal Recovery Funds (SLFRF), HUD CDBG-DR, etc. The specific scope of services for CMFs will be contained within a brief scope of services or within the body of each individual Work Order written to the contract as defined in Section 6.

5.2 DEFINITIONS

The following definitions outline the basic CMF services that may be required throughout the CMF's contract term and involvement in a project:

Concept Design: The purpose of concept design is to present basic design development strategies and proposed basic engineering, landscape architectural and architectural design criteria and project requirements, taking into account functional relationships, space allocations, esthetics, environmental considerations, safety, accessibility, urban design, historic preservation (if appropriate), and corresponding impacts, costs, maintenance, and other relevant considerations.

Construction Documents: The construction documents are the plans and specifications for the work to be performed on the project. They are prepared by the Design Consultant to explain and describe, in detail, the design to potential construction contractors, for the initial purpose of bidding, and the ultimate purpose of construction.

Contract Executive (CE): The CE is the principle CMF employee responsible for the overall management, direction and accomplishment of CMF activities on this term contract. The CE shall be the principal point of contact between the CMF and the Contracting Officer, as well as the principal point of contract for work order proposal requests and contract changes or amendments by the CMF.

Construction Management Firm (CMF): The CMF is the firm selected to provide the State with project management and consulting services including, but not necessarily limited to pre-planning, feasibility, programming, procurement support, program management, design management, construction management, scheduling, cost estimating, commissioning, and post-construction support services.

Contracting Officer (CO): The DPMC Deputy Director, Contract Administration is responsible for reviewing, approving and signing design and construction contracts, work orders and agreements for various consultants, contractors and vendors. The CO may delegate certain responsibilities to authorized representatives.

Design Development: The design development phase will convey and specify materials, structures and systems to be utilized for flood protection, resiliency or environmental infrastructure projects, including sizes, layouts, and the appearance of the facility or project.

Design Consultant: The Design Consultant is the professional services consultant responsible to DPMC for the architectural and engineering design of the project. The Design Consultant may perform additional services for DPMC during the construction phase such as construction administration and technical consultation services and submittal/shop drawing review. The CMF assists DPMC in managing and administering the Design Consultant's contract and assists in coordinating and conducting design reviews and inspections of on-going and completed work for design conformance. However, CMF participation in the design review will not relieve the Design Consultant from its responsibilities under its own contract with the State.

Design Phase: The Design Phase includes all of the various design phases of a project including the programming, schematic, design development, final document and permit phases. The Design Phase will specify materials, structures and systems including sizes, layouts, and the appearance of the facility or project.

Feasibility Study and Alternatives Analysis: (as applied to flood protection, resiliency or environmental infrastructure projects): The purpose of feasibility study and alternatives analysis for these projects is to solve an infrastructure need or problem through the evaluation of the feasibility of the project given environmental and construction considerations, the evaluation of multiple design alternatives from an environmental, historical, and cost-effectiveness perspective, and the development, selection and implementation of a concept design that will solve the infrastructure need and improve flood protection and resiliency. It may also include preparation of an Environmental Impact Statement and/or compliance with the National Environmental Policy Act (NEPA), 42 U.S.C. §4321 *et seq.*, and HUD regulations implementing NEPA (24 C.F.R. Parts 50 & 58).

Inspector(s): CMF employed inspectors are responsible for performing field inspection work during construction; recommending approval/rejection of the construction contractor's materials, workmanship, and equipment; monitoring labor and health and safety provisions; maintaining inspection logs and records, reporting defects and omissions; and other related activities.

Partnering: A management process that promotes successful project development and execution through voluntary commitments to accomplish established agreed-upon project objectives by all involved parties to their mutual benefit.

Project Director (PD): The DPMC or agency representative designated to assist and direct the CMF with regard to the contract and project work. The PD's responsibilities include, but are not necessarily limited to, determining the adequacy of performance by the CMF in accordance with the terms and conditions of this contract; acting as the State's representative in charge of work at the project site; ensuring compliance of the work with contract requirements; and advising the CO of any factors which may cause delay in performance of the work and the project completion.

Project Manager: The CMF employee designated to manage project tasks or assist the Senior Project Manager or other CMF personnel in the supervision and coordination of the project tasks.

Project Team: Includes representatives of the State, CMF, Design Consultant or other funding agency, and contractors participating in the project.

Senior Project Manager: The CMF employee designated to manage and coordinate project tasks and supervise a Project Manager(s) or other CMF personnel assigned to the project.

5.3 REQUIRED DISCIPLINES AND REQUIRED MINIMUM EXPERIENCE:

Contract Executive (CE): Principal, partner or officer of the firm responsible for assigning various projects to the different CMF personnel in the firm and overseeing the financial side of project management.

Senior Project Manager: The CMF employee designated to supervise the CMF team members and oversee project tasks with a minimum of 7 years experience in this position managing and coordinating project activities, schedule progress, budget and costs. Experience must include preparation of EIS, compliance with NEPA, and Federal, State and local land use permitting.

Project Manager: The CMF employee designated to assist the Senior Project Manager or other CMF personnel in the supervision and coordination of the project tasks with a minimum of 5 years of experience in this position including experience in NEPA/EIS and Federal, State and local land use permitting.

Superintendent: The CMF employee designated as the key, on-site representative of the CMF with a minimum of 7 years experience in this position responsible for ensuring delivery of the day-to-day quality management services to be provided by the CMF under the contract and each work order. The Superintendent shall be a civil engineer and may be required to have NICET Certification with a minimum of a Level IV.

Architect: A NJ licensed architect with a minimum of 3-5 years of design and construction experience of overall conceptual design, providing solutions for complex architectural problems.

Engineer: A NJ licensed Professional Engineer in the respective discipline having a minimum of 3-5 years design experience in the respective discipline's design and is familiar with all applicable building and environmental requirements.

Scheduler: An individual with 7 years of experience in project planning and scheduling using the most recent project management software.

Inspector: Individual with a minimum of 3 years experience in the construction site observation and administration and is familiar with all applicable building code and environmental requirements. Inspectors may be required to have NICET Certification with a minimum of a Level III for Inspection, American Concrete Institute Inspector and Field Technician Certifications and NJ Society of Asphalt Technologists Asphalt Paving Construction Technologist (APCT) certification.

Estimator: Individual with a minimum of 3 years of experience in labor and material estimating and specifications along with knowledge of value engineering techniques.

Permit Coordinator/Expeditor: Individual with a minimum of 5 years experience in providing permit coordination, coordination of code inspections and/or other construction-related expediting or coordination tasks.

QA/QC Manager: Individual with a minimum of 3 years of experience in providing quality assessment and quality control on construction projects.

Accountant/Auditor: An individual or firm with experience in cost control reporting systems including the review of financial data required to monitor cost versus budget for the project or in performing auditing functions on various projects.

Secretary/Administrative Assistant: Individual shall possess knowledge of word processing and other computer programs, have experience in general office skills, and/or providing administrative assistance to CMF staff on construction projects.

5.4 **GENERAL REQUIREMENTS OF WORK ORDER PROCESS FOR DELIVERY OF SERVICES**

General Responsibilities: Assist in managing design and construction projects for the DPMC and various state agencies with an emphasis on meeting goals relating to schedule, budget,

scope and quality. Provide management, quality control, technical, and administrative resources to assist in achieving these goals in an expeditious and economical manner consistent with the best interests of the State. DPMC serves as the contracting agency, owner representative and will provide a Project Director for each project.

Authority: The CMF is not an agent of the State and has no contractual authority over other parties under contract to the State. The CMF shall carefully avoid taking any independent actions that would cause an obligation of State funds. Certain actions are reserved solely for the State and shall not be performed by the CMF. The CMF may not:

- Authorize deviations from construction contract documents.
- Approve or authorize substitutions of materials or equipment.
- Expedite the work of the Design Consultant or construction contractor.
- Reject work or require special inspection or testing.
- Order the Design Consultant or construction contractor to stop work or any portion thereof, except in life threatening situations.
- Grant a time extension.
- Obligate an expenditure of State funds.
- Terminate the Design Consultant or construction contracts.
- Execute change orders.

CMF Role: The CMF shall coordinate with the project participants (construction contractors, consultants, code inspectors, owner representatives, client agency representatives, etc.) for each work order and report on the various activities of the project participants and their adherence to schedule commitments, budget constraints, technical requirements and quality standards.

The CMF's primary point of contact for each work order is the DPMC or agency Project Director. The CMF shall provide assistance and expertise to the DPMC or agency project team in the form of coordination, management and administration of the planning, programming, design, bidding and construction process. The CMF shall assist DPMC or agency in achieving contract compliance by the Design Consultants and construction contractor, especially during construction. The CMF shall also provide services as a technical review source, with emphasis on quality control and constructability, and assist in CPM scheduling, cost estimating/analysis, problem solving, management of administrative details and documentation.

Disclosure of Procurement Information: If CMF employees become privy to confidential information that is either procurement and/or security-sensitive, the CMF will be required to take precautions to ensure that this information is carefully controlled. Procurement and/or security -sensitive information must not be discussed or revealed to other non-State personnel and must remain confidential. The CMF shall instruct its personnel involved in procurement actions that unauthorized disclosure of procurement or security sensitive information is prohibited, could compromise the procurement or security of the facility, and can result in the State taking remedial action against the CMF.

Conflicts: Potential conflicts of interest by any of the CMF's members or Project Team with other consultants or contractors on the same project must be brought to the attention of the CO in writing immediately.

Computer-aided design (CAD): DPMC requires the use of CAD by its Design Consultants on all projects. Project work orders may require the CMF to have the capability, and expertise to review Design Consultant deliverables developed on CAD systems and submitted in electronic media form.

Payments to CMFs: The CMF may invoice monthly based on services performed. The CMF may be requested to provide a draft to the Project Director before the invoice is prepared, so that both parties agree on the amount of work completed and the correct amount of the invoice. (All invoicing and payment shall be in accordance with the Prompt Payment Act NJSA 2A:30A-1 et seq.)

Partnering Sessions: Formal partnering practices have been implemented successfully on certain State projects. The CMF may be required to provide or obtain the services of a professional facilitator to conduct formal partnering sessions among the State representatives, client agencies, Design Consultants, CMF, construction contractor, and subcontractors to promote a partnering philosophy and establish cooperation and mutual respect among the team members. If required, the CMF will be requested to include the cost of this service in its work order.

Project Labor Agreement: A Project Labor Agreement (PLA) may be required on certain projects due to their dollar value or location in relation to other projects in close proximity or on the same site. The CMF may be required to provide analysis and recommendations regarding the use of a PLA to DPMC, and coordinate the development, negotiation, approval and implementation of the PLA for a project managed under an approved work order as part of this contract.

CMF Personnel: For each work order request, the CMF shall submit to the CO their proposed personnel with their project specific proposal to accomplish the tasks included in that order. The information required is: name, proposed position on project staff and responsibilities, and a detailed resume with past experience.

Removal of CMF Employees: The Project Director, with the approval of the CO, shall have the right to effectuate the removal of any CMF employee at any time during the duration of a work order, if that employee is deemed not to be of the level of competence or ability that was required under the work order, or if said employee for any other reason is found to be unsuitable for the work. In such case, the CMF shall submit the name and qualifications of a replacement.

Personnel Replacements: In the event that any personnel named for a work order are unable to perform their duties due to death, illness, resignation from the CMF's employ, the CO's request for removal, or similar reasons, the CMF shall submit to the CO, in writing, the name and qualifications of a proposed replacement. No substitution shall be made without prior

approval of the CO. Any approved substitutions shall be made at no increase in the contract price.

Failure to Provide Qualified Personnel: Repeated failure or excessive delay by the CMF to provide qualified personnel acceptable to the State, to perform services under a work order may be deemed sufficient reason to terminate work under the work order or the contract, in whole or in part, in accordance with the termination clause of the CMF Agreement.

Orientation of Personnel: The CMF shall ensure that all personnel working under the contract are knowledgeable of applicable federal and State laws and requirements, including all DPMC regulations, procedures, policies, and requirements of the contract affecting the conduct of their work. Orientation shall be arranged with the PD immediately after the award of each work order.

Office Facilities:

- CMF Staff: The CMF may be responsible for providing its own on-site office facilities space with heating/cooling, plumbing, toilet facilities, telephones, janitorial services, physical security, furniture, supplies, etc. as required for the CMF's staff. Where available, DPMC shall provide the CMF space & utilities for its office space.
- DPMC Staff: If necessary, the CMF shall provide on-site office space, with continuous adequate heating and cooling, for use by DPMC or DEP personnel, equipped with computer hardware and software compatible with the system used by DPMC, copier and facsimile machines with all related maintenance and supplies, furniture, etc. Where available, DPMC or the client agency may provide the required space & utilities for its office space.

Expenses for such space and equipment to be provided by the CMF will be included in the CMF's work order in an allowance.

6.0 ASSIGNING AND EXECUTING WORK ORDERS

6.1 PROJECT DATA

Specific project data will be provided to the CMF for each work order including:

- Project No/Title/Location.
- CCE (Construction Cost Estimate): The CCE represents the estimated costs for the construction of the project.
- CWE (Current Working Estimate): The CWE represents the construction cost estimate and all consulting, permitting and administrative fees. The amount represents the client agency's financial budget for the project based on the Scope of Work and shall not be exceeded during the various project phases unless the Project Team members approve the proposed change.

Significant data pertaining to the scope of a project will be available to the competing CMFs at the time a work order proposal is solicited. Listed below are certain documents and information that the CMF should refer to for background information on the project:

- Design Consultant's scope of work and contract
- Site data, including as-built drawings of existing buildings, historic structures reports, environmental impact statements, and site surveys/soil borings
- Preliminary drawings and specifications
- Budget or Cost Estimates
- Proposed schedule or completion dates

6.2 ORDERING OF SERVICES

The CMF shall not perform any service except as authorized by a work order issued in accordance with the CMF's contract. Work orders will be issued using the DPMC CMF-004 Form. The CMF shall furnish to the DPMC, when and if ordered, the services and general conditions items specified, up to and including the maximum amount.

Except for the order limitations outlined in this section, there is no limit on the number of orders that may be issued. The DPMC may issue a work order requiring the performance of services at multiple locations. The DPMC may elect to award a single work order or to award multiple work orders to two or more firms if necessary.

Any work order issued during the effective period of the contract and not completed within that period shall be completed within the time specified in the approved work order. The contract shall govern the CMF's and State's rights and obligations with respect to that work order to the same extent as if the work order were completed during the contract's effective period; provided that the CMF will not be required to provide services after the established completion date of the final work order.

Each work order shall include all the services and the cost of the services required to meet the obligations of the task(s) requiring delivery or performance. The work order shall be supplemented by a proposal prepared by the CMF that includes the team organization, staffing, subconsultants included, approach to the project tasks, experience of the firm/team, and other necessary information.

The CMF's hourly personnel rates shall be used for pricing the level of effort in each work order. If specialty consultants are required to complete a work order task and were not included in the initial term contract, they will be included in the work order as an allowance. All rates and costs for these specialty consultants will be evaluated for cost reasonableness in accordance with applicable law and industry standards prior to approval. All work orders are subject to the terms and conditions of the contract. The CMF's fees for each work order shall be based on the hourly personnel rates established in the contract, the negotiated level of effort for each discipline, travel (if authorized), miscellaneous items, allowances for specialty consultant costs, reproduction costs, deliverables. In the event of conflict between a work order and the contract, the contract shall control.

A work order is considered “issued” when the CO emails, mails or faxes the approved work order to the CMF along with a Notice to Proceed for the specific work order. When urgencies occur, the CO may unilaterally issue work orders on a not-to-exceed price basis and the CMF shall immediately proceed with performing all such work. Final pricing for such work orders shall be resolved as quickly as possible after the work order is issued through negotiations between the parties.

The DPMC reserves the right to perform work of the same type covered in this contract, with its own forces or by contract.

6.2.1 Order Limitations

There is no minimum or maximum order amount under this term contract.

6.2.2 Method of Placement of Orders Under Multiple Award Contracts

The DPMC will provide each awardee a opportunity to compete and be considered for each work order unless a separate determination is made by DPMC to request quotations from a lesser number in accordance with (a) – (d) below.

Upon identification of a need, the DPMC will forward the scope of work and evaluation criteria to the awardees for each individual work order. Non-price evaluation criteria which may be considered in placing a work order with a particular awardee may include, but are not limited to, proposed staffing or team members for the work order assignment, past experience of firm and proposed team member(s), approach to meeting objectives of the services required, ability to provide scheduling services to monitor and meet schedule requirements, past performance on previous work orders under this contract, cost, or other factors that the DPMC believes are relevant to the award of a work order to an awardee under the contract.

Interviews of proposed candidates and/or project teams may be held when evaluating and selecting an awardee for a specific work order.

The DPMC need not seek competition from the awardees if:

- (a) The public exigency requires the immediate performance of the service; or
- (b) The dollar value of the services is less than the bid advertising threshold under N.J.S.A. 52:34-7; or
- (c) Only one such CMF is capable of providing such items or services required at the level of quality required because the items or services ordered are unique or highly specialized; or
- (d) Additional services are required as a logical follow-on to a work order previously issued, provided that all awardees were given a fair opportunity to be considered for the original work order.

6.2.3 Processing Work Orders

Each work order proposal should reference the following:

- (a) Contract Number.
- (b) Work Order Number.
- (c) Date of Order.
- (d) Place or Location of Services
- (e) Scope of work/services to be provided
- (f) Start and Completion Date. Each work order shall specify the start and completion date of the work or services. The starting date shall not be less than three (3) calendar days after the issuance of an approved work order and NTP for the work order by the CMF.
- (g) Whether the work is to be performed during normal working hours or during other than normal working hours.
- (h) The applicable hourly rates and costs in effect at the time of request for a proposal for the personnel, services and items included in the work order.
- (i) Work Order. A work order form will be provided by the DPMC for use by the CMF firms in providing technical and cost proposals for each work order. No work should be performed under this contract until an approved work order and notice to proceed (NTP) have been issued to the selected CMF firm. For the purpose of this contract, a work order shall be deemed to be "issued" at the time the DPMC emails, mails or faxes the approved work order to the selected firm.
- (j) All work order proposals shall be submitted to the DPMC Contracting Officer for approval.

6.3 RESPONSIBILITY FOR CONTRACT ADMINISTRATION AND PAYMENTS

- 6.3.1 Contracting Officer (CO): The Contracting Officer (CO) is the final authority in all contractual matters relating to the CMF's contract and any work order placed against the contract. The CO has overall responsibility for the administration of the contract and is authorized to take action on behalf of the State to amend, modify or deviate from the contract terms, conditions, requirements, specifications, details and or delivery schedules. The CO may delegate these responsibilities to authorized representatives.
- 6.3.2 Project Director (PD): The PD will be designated on each specific CMF work order to assist the CO in discharge of responsibilities when the CO is unable to be directly in touch with the contract work. Responsibilities of the PD include, but may not be limited to, determining the adequacy of performance by the in accordance with requirements, terms and conditions of the CMF contract; acting as the State's representative in charge of work at the site; and advising the CO of any factors which may cause delay in performance of the work. All services to be provided under this CMF contract shall be provided to the PD except for those services reserved to the CO and identified as reserved in this contract in the PD delegation of authority.

- 6.3.4 Invoicing Requirements: Invoices shall be submitted on a monthly basis on an original DPMC Invoice Form only, to the PD specified in the work order. Invoices must include all required information, signatures and supporting back-up documentation prior to acceptance, approval and processing by the DPMC.
- 6.3.5 Adjusting Payments: Upon review of the invoice, the PD may adjust the payment of the invoice if any services do not conform with the contract requirements of the work order and/or this contract or if the CMF has not provided supporting back-up documentation. The PD will inform the CMF in writing, of the type and dollar amount of the deductions prior to processing the remainder of the invoice. The CMF may, after notification of the proposed deduction, present to the PD, in writing, specific reasons why any or all of the proposed deductions are not justified. Reasons must be solidly based and must provide specific facts that justify reconsideration and/or adjustment of the amount to be deducted. Failure to respond within the 10 day period will be interpreted to mean that the CMF accepts the deductions proposed. After consideration of the CMF's reply, if any, the PD will make any adjustments in deduction which are warranted, determine the dollar amount of deductions, and notify the CMF of the decision.
- 6.3.6 Payments: Payments shall be made in accordance with the Prompt Payment Act, N.J.S.A. 52:32-32 et seq.
- 6.3.6 Disposition of Materials. Upon termination or completion of work under a work order, the CMF shall forward all materials produced in connection with the performance of this contract as may be directed by the PD or CO, or as specified in other provisions of the contract. All materials produced, or required to be delivered under this contract become and remain the property of the State.

7.0 FEASIBILITY AND DESIGN PHASE SERVICES

7.1 GENERAL REQUIREMENTS

The CMF shall assist the PD during the concept, feasibility, investigation, program or design phases by coordinating and managing feasibility, programming and design development tasks, performing study and design reviews, assisting with problem resolution, performing schedule reviews and control, reviewing budget and project cost estimates and keeping the State's P D apprised of design status.

The CMF shall update and report on the project schedule monthly. The CMF shall notify DPMC of all issues brought to the attention of the Design Consultant by the CMF, and of the Design Consultant's response to each. The CMF shall notify the Design Consultant and Project Team members if the Design Consultant's submissions appear inadequate or incomplete and identify any issues that have the potential to significantly impact or jeopardize the project goals and objectives.

While the CMF makes recommendations to the Design Consultant to correct constructability issues or problems, and advises regarding potential errors and omissions discovered, the CMF shall not take any action that infringes on the Design Consultant's professional and contractual responsibility for the project design.

The CMF's primary tasks during the feasibility and/or design phases are as follows:

- Scheduling and coordinating feasibility and design progress meetings and record minutes
- Monitoring Design Consultant progress
- Reviewing design intent and general concept drawings
- Preparing, maintaining and monitoring the preliminary or master project schedule
- Preparing budget and independent cost estimates
- Reviewing/analyzing cost estimates for accuracy
- Providing cost verification and budget monitoring and control
- Preparing budget and independent cost estimates
- Reviewing Design Consultant vouchers and recommending payments
- Reviewing Design Consultant proposed contract modifications and recommending approval or disapproval
- Assisting in problem resolution
- Recommending alternate solutions when design details affect project cost or schedule
- Performing document and constructability reviews
- Performing commissioning services
- Providing analysis and recommendations regarding the use of a PLA
- Providing monthly reports to the project team
- Compiling documentation
- Invoice Review
- Document retention and management
- HUD Reporting

7.2 PREDESIGN CONFERENCE (IF APPROPRIATE)

The CMF shall schedule a predesign conference with the project Design Consultant soon after the design contract is awarded to review the scope of the design services required by the contract. The conference should be convened before the design effort starts. The meeting should preferably be held at the Design Consultant's office, to facilitate maximum participation by the Design Consultant's staff.

7.3 DESIGN PROGRESS MEETINGS

The CMF shall schedule and coordinate design progress meetings. The CMF shall prepare a complete agenda prior to each scheduled meeting. Normally design progress meetings are chaired by the Design Consultant, supported administratively by the CMF. The CMF records the minutes including action items, responsible parties, and deadlines. The agenda for meetings typically covers (1) minutes of the last meeting, (2) outstanding issues, and (3) new business. The CMF distributes the minutes to all participants in time for preparation for the next progress meeting. Meetings may be held at the DPMC, agency or Design Consultant's offices.

7.4 BUDGET/COST CONTROL

The CMF shall assist the State in reviewing all Design Consultant cost estimates and submissions to verify that project costs remain within the project budget. The CMF must report any disparities discovered in the project costs to the Project Team for resolution before proceeding on to the next phase of the design.

The CMF shall establish a uniform procedure for reviewing, analyzing, and assessing each estimate submitted by the Design Consultant and preparing an independent estimate for comparison purposes.

The CMF cost review should verify that:

- Unit costs are accurate
- Quantity takeoffs are accurate
- All design elements are included
- Level of detail is appropriate to design stage
- Formats are correct
- Cost escalation factors are properly applied
- Balance of costs among building and other systems are acceptable
- Areas and other measurements are correct
- Up-to-date scope modifications are reflected

Prepare and submit an independent construction cost estimate for comparison to the Design Consultant's cost estimate on the appropriate DPMC form with accompanying detail back-up for each phase estimate prepared by the Design Consultant. Make recommendations for corrective action or project revisions if it appears that the construction cost estimate (CCE) may exceed the project budget.

7.5 FEASIBILITY and DESIGN SUBMISSIONS & REVIEWS

Design Submissions: Submissions shall be reviewed to determine if the project requirements are being met by the project Design Consultant. Formal design reviews are required at the completion of each design phase milestone of the project. Review all documents for clarity, consistency and completeness. Provide advice and recommendations for improvements. Refer to the Work Order for detailed requirements for each design phase, typically organized as follows:

- Feasibility Study and Programming Phase
- Schematic Design Phase
- Design Development Phase.
- Construction Documents/Final Design Phase
- Permit Phase

The CMF's design review should ensure at a minimum:

- All project deliverables are submitted
- Materials and equipment are appropriate, available, and non-proprietary

- Drawings are coordinated among disciplines and bid packages
- Areas of conflict are eliminated
- Site will accommodate access, logistics and storage requirements
- Existing conditions are shown correctly and adequately
- Selected building materials, systems and construction details are compatible and constructible, and long lead items are identified
- Construction duration, phasing, bid packages, bid options and unit prices, and labor availability are accurate, reasonable and appropriate
- Cost estimates are proper and within budget
- Permit, regulatory and code compliance requirements are met
- Documents are ready for permit review by the DCA or applicable regulatory agency
- Safety and security responsibilities are clear and appropriate in the contract documents

Design Review Meetings. The CMF shall schedule meetings with the Design Consultant to review each design submission. The meetings may be held at the Design Consultant's office to facilitate the visual review of the work-in-progress at the areas of production and minimize disruption to the Design Consultant. At times it may be expedient to conduct a design review meeting at a consultant's office, if the scope of a particular review centers on the progress of a single consultant.

Constructability Review: The CMF is primarily responsible for constructability reviews. The CMF shall develop a consistent procedure for conducting design reviews, including the Design Consultant's conformance to the scope of services in the design contract, constructability, marketability, coordination among disciplines, and material usage.

Design Review Report: After completion of each design review, the CMF shall assemble and organize the comments from the various reviewers (DPMC PD, agency representative, DPMC Code Review Unit, DCA UCC Unit) or other required regulatory agency and incorporate them into a consolidated design review report. The report shall contain comments on required corrections and improvements by discipline and specification section or drawing number.

The PD will formally transmit the design review report to the Design Consultant for action. The CMF and project team shall meet with the Design Consultant to present and discuss its contents. The CMF shall evaluate the Design Consultant response to all comments and develop directives resulting from the design review. The CMF shall review subsequent submissions to ensure that all directives and revisions have been incorporated into the design documents by the Design Consultant.

Permit Phase: The CMF shall consolidate and assemble the code comments from the Department of Community Affairs Uniform Construction Code Unit or the DPMC Code Review Unit as necessary, and forward the comments to the State's PD for transmittal to the Design Consultant.

The CMF will be responsible to review responses from the Design Consultant to ensure all code comments have be adequately revised and corrections incorporated into the plans and specifications.

7.6 RECORD KEEPING

During all phases of the project, the CMF shall maintain record copies of all documents and CMF reviews. These documents consist of:

- Studies
- Formal design submissions
- Corresponding design review reports
- Minutes of formal design review meetings
- Final accepted Value Engineering (VE) report
- Final cost estimate
- Modifications to the design scope of work
- Documentation of clarifications and decisions
- General Correspondence
- Other records and documents as required by the State, State authority or federal grant program(s) including HUD for CDBG-DR funded projects, and other records in a format and storage location acceptable to the responsible agency for a duration of time that is compliant with the requirements.

7.7 VALUE ENGINEERING (VE)

The CMF shall provide Value Engineering (VE) comments if required by the specific work order. VE services are to be provided for mechanical systems, roofing systems, finishes, energy management systems, lighting and power systems, and site work. The CMF shall prepare a final report summarizing the VE sessions and reviews. All VE proposals must be accompanied by a rationale, including a discussion of trade-offs, and analysis of design revision impacts including subsequent project delays. Studies shall include maintainability and operability considerations. Each VE proposal developed during the workshop will be submitted through the CMF to DPMC for final decisions on acceptance or rejection. Acceptance may require a redesign of the affected work elements by the Design Consultant.

7.8 SITE UTILIZATION PLAN

Provide a proposed site utilization plan of the entire construction site; illustrating areas available for contractor construction access and trailer areas, access to adjacent facilities and related materials. The plan should illustrate and identify site utilization over the major construction phases of the project. Recommend the extent, location and configuration of temporary construction support facilities and coordinate with the various contractors.

7.9 CONTRACTOR'S SUBMITTALS

With respect to the contractor's submittals, the CMF shall:

- Review the plans and specifications with the Design Consultant to establish and implement procedures for construction contractor submittals for review and/or approval of all shop drawings, catalogs and samples to the Design Consultant and DPMC;
- Develop a comprehensive listing, by contractor, of all submittals required in the contract documents, including milestone dates when each submittal must be processed; and
- Take appropriate action to insure adherence by all parties to this schedule, referring failures to do this to the DPMC, with recommendations of appropriate action to correct the situation.

7.10 PERMITS

The CMF shall become familiar with all of the permits and regulatory approvals required for the project. The CMF may be asked to: Assist in obtaining permit approvals, building permits and all special permits for permanent improvements; Verify that the CMF, Agency, Design Consultant or DPMC has paid applicable fees and assessments; and, Assist in obtaining approvals from authorities having jurisdiction over the project.

8.0. **BID & AWARD PHASE SERVICES & REQUIREMENTS**

8.1 GENERAL REQUIREMENTS

The Bid & Award Phase is the construction procurement period between design completion and construction contract award. This procurement phase consists of advertising, bidding, analysis, and award. This section assumes that procurement of construction is by advertisement, receipt of bids, and award of a firm fixed-price contract to the lowest responsible bidder. Adjustments may be necessary if alternate procurement approaches are used to procure the construction contracts.

The DPMC Contracts & Procurement Unit (CPU), under the direction of the CO, will be responsible for the majority of the procurement tasks. The CMF may be required to assist the CPU and CO and/or project team by:

- Preparing a procurement schedule: include all activities necessary to award a construction contract
- Assisting in Project Labor Agreement (PLA) discussions and approvals
- Canvassing the market to determine contractor interest
- Preparing a potential source list
- Drafting the solicitation (invitation for bids or request for proposals)
- Assembling the solicitation package (final technical specifications and drawings)

The CMF's primary tasks during the Bid and Award phase are as follows:

8.2 PRE-BID CONFERENCE

Coordinate, schedule and chair the construction contractor pre-bid meeting at the proposed construction site. Prepare an agenda, record minutes and questions, provide logistical or other administrative support, or assist the CO as otherwise instructed. Assist the Design Consultant to respond to technical questions asked by the bidders, discuss project logistics, project phasing requirements, CPM scheduling and mandatory milestones. Prepare and coordinate Bulletins with the Design Consultant for distribution by DPMC. On technical changes to the specifications or drawings, review the Design Consultant's work for constructability, cost and construction schedule impacts.

8.3 BID OPENING

Attend the bid opening at the DPMC offices and assist the PD and Design Consultant in evaluating the bids and proposals.

8.4 BIDDERS CONFERENCE

With the Design Consultant's and PD assistance, the CMF shall conduct post-bid and pre-award conferences with bidders to review contract award procedures, schedule, project staffing and other pertinent issues; assist the State in evaluating contractor bids and advise the State and Design Consultant on the acceptability of subcontractors and material suppliers proposed by the prime contractors, as well as any proposed substitutions of materials or equipment.

8.5 RECORD KEEPING

During the Bid & Award Phase, the CMF shall assist the PD with documentation and record keeping. The CMF may serve as the contact point for prospective bidders during the bidding period, assisting in answering written questions, resolving problems, and coordinating the activities of the project participants, particularly those of the Design Consultant if additional design services are required in connection with the bid documents.

9.0 CONSTRUCTION PHASE SERVICES

9.1 GENERAL

The construction phase commences with the award of a construction contract. The construction phase is considered complete when DPMC grants "substantial contract completion" to the construction contractor(s). However, many construction phase activities continue after the substantial completion date such as construction finish work and cleanup; correction of deficiencies and omissions; equipment turnover and operations; installation of telecommunications, furniture and other equipment; and occupancy. CMF's will continue to provide construction management services following substantial completion until contract close-out.

The primary areas of responsibility for the CMF during the construction phase are listed below and discussed in the paragraphs that follow.

- Monitor Contractor progress including on-site project/program management
- Pro-active monitoring of work
- Verification and monitoring of CPM schedule
- Record keeping and documentation
- Progress reporting
- Budget control and cost accounting/auditing
- Submittals and shop drawing receipt, cataloging and processing
- Progress payment and invoice review
- Health & Safety
- Inspection
- Testing
- Building Commissioning services
- Information requests
- Contract modifications
- Claims analysis and management
- Monitor labor issues/assist owner as requested
- Progress Photographs
- Final inspection, substantial completion, settlement and close-out
- Occupancy/Move Coordination

9.2 RECORD KEEPING AND DOCUMENTATION

The CMF is responsible for documenting all the major project actions and must maintain complete records of the construction contract, including correspondence, contract modifications, claims submittals, daily diaries, etc. The project files must be well organized and indexed for easy access. All project documents must be copied to the DPMC Central File during the CMF's service period for the work order. The complete project files will be turned over to DPMC at the conclusion of the project.

9.3 PROGRESS REPORTING

Daily Diary: The CMF shall maintain a daily diary to record job site conditions, weather, activities, issues, and documents communications. The daily diary shall be organized to include reports from each on-site representative. Daily diaries shall be compiled and submitted as attachments to the weekly report.

Weekly Report: The weekly report describes project progress during the week, highlights concerns which could impact the delivery of the project, and provides information and recommendations to the PD. The format of the weekly report should be as follows:

- An executive summary prepared by the CMF consisting of a one-page overview of the week's progress.
- Summary of the week's major milestones, planned and actual.
- A cost summary, covering base contracts, contract modifications, claims, and other cost issues.

- Critical issues or synopsis of important problems and issues DPMC should be made aware of.
- Minutes of meetings held during the week

Project Financial Status Report: The CMF shall be required to prepare a Financial Status Report (FSR) as necessary (monthly, quarterly, annually) on specified projects. The reporting system monitors the progress of “cost versus budget” for the project.

Monthly Reports: Monthly progress reports shall describe and summarize the activities and progress of the month, highlighting areas of concern, making recommendations for corrective action. They may include reports prepared for the DPMC CO, State agency, or funding authority.

The monthly progress report should include:

- Master project schedule, with updates and revisions
- Key milestones (achieved and slipped), including a discussion of each slippage and other issues affecting the schedule
- Work-in-place, or percentage of construction planned and actual
- Monthly cost status, including contract modification and claims summaries
- Inspection report, including deficiencies identified and status of corrective actions
- Significant issues, problems and questions resolved and pending, including recommendations for resolution
- Monthly progress photos
- A look ahead to next month's activities
- Other related information as requested or required by the State or funding authority

Certificate of Performance: The CMF shall sign the DEP “Certification of Performance” each month on DEP projects and other specified projects. The CMF certifies by its signature that the work performed by the construction contractor during the month has met any and all requirements for quality control and quality assurance as they relate to all equipment, materials, and construction systems currently being installed. Also that all equipment, materials, and construction systems are being installed in accordance with the contract specifications, contract construction drawings, and Design Consultant approved submittals. In addition, the CMF certifies that a safety oversight program has been implemented to comply with all federal, State and local safety authorities, insurance requirements, and any local, county, municipal, or union health rules and regulations.

9.4 BUDGET CONTROL & COST ACCOUNTING/AUDITING

The CMF may be required to establish and maintain a construction cost accounting system for DPMC, the responsible State agency, or the federal funding authority during the construction phase. The purpose of the construction cost accounting system is to establish a consistent monitoring procedure to track project expenditures and to maintain sufficient balances to see the project through to completion.

The cost accounting system should document obligations on a monthly basis, including the amounts spent or reserved to date for construction, including base contracts, options and contract modifications. Also, the system should document outlays on a monthly basis, including expenditures to date. Expenditures are generally the sum of the progress payments.

The DPMC may also require that the CMF utilize its in-house staffing or a subconsultant to assist in the audit of contracts and payments of contractors and consultants as necessary.

9.5 SCHEDULING

CMF Schedule Oversight: The CMF shall review the initial and final CPM network schedules submitted by the construction contractor and make recommendations for acceptance, revision, or rejection by the Project Director. The CMF should verify that each activity is reasonably priced, that the schedule is not front-end loaded, and that the work flow is logical, efficient, and not contrived to unfairly benefit the contractor or jeopardize the State.

The CMF shall develop a monitoring system for overseeing progress achieved by the construction contractor. The system should compare actual progress to the master project schedule. The CMF must be continuously aware of the status of actual project progress as compared to planned progress. The schedule oversight system should take into consideration progress payments, receipt of submittals, phasing, or any other time sensitive activities.

The CMF should anticipate delays and advise DPMC or the Agency PD when problems are predicted. The CMF shall highlight such matters in the CMF's periodic progress reports. If during the construction phase, a delay in the work is identified, the CMF shall:

- Report the delay to the PD in writing
- Assess the impact of the delays
- Determine if the delay is excusable or not, and
- Recommend appropriate course(s) of action to overcome or mitigate the delay.

If delays continue and it appears that the construction contractor is not cooperating in correcting the problem, the CMF may recommend stronger contract enforcement actions such as:

- Show cause and/or cure notices
- Withholding of payments, retainage
- Full or partial termination
- Assessing liquidated damages
- Other recommendations for correcting the delay problem

9.6 SHOP DRAWINGS AND SUBMITTALS

The CMF shall establish a submittal control procedure to develop a uniform system for handling all construction contractor submittals. The CMF shall identify and coordinate the effort between the CMF, the PD, the construction contractor, and the Design Consultant. The

CMF shall ensure that all the submittals are prepared and processed in a timely fashion, consistent with the activities planned in the construction schedule.

This submittal control process should include:

- A delineation of approval authorities
- Target time periods for review, approval or rejection, and return of submittals
- A tracking system for submittals
- A system for delivering, reviewing, approving or rejecting, and distributing submittals of each type, including re-submissions
- A monitoring mechanism to track progress

The CMF shall assume overall monitoring, receiving, cataloging, logging and processing of all contract shop drawings, samples, product data, operations manuals, warranties, project closeout paperwork and other submittals, from the contractor in conformance with the project specifications. The CMF shall review each submittal package for completeness, rejecting incomplete submittal packages and forwarding all others to the Design Consultant for review. The CMF shall return to the construction contractor(s) all Design Consultant reviewed submittal packages. The CMF shall maintain an accurate, up-to-date Submittal Log, in a form acceptable to the DPMC , which shall include, but not be limited to, a description of each submittal package by specification number, the date to be submitted by the construction contractor, the date actually received by the contractor, the date sent to the Design Consultant, the date returned by the Design Consultant, the date forwarded back to the contractor and the status of the returned submittal. The CMF shall generate a submittal log weekly for the State PD, which shall list the status of all project submittal packages and notify the contractor(s) of any overdue submittal packages.

The CMF is responsible for coordinating the submittals from their receipt through their approval and return to the construction contractor. The CMF shall review the submittal schedule, as developed by the construction contractor, for reasonableness. The CMF shall monitor the construction contractor's submittal progress, reminding the contractor of pending and delinquent submittals.

The CMF shall also monitor the Design Consultant's progress in reviewing and approving submittals, reminding the Design Consultant if submittals become overdue.

9.7 PROGRESS PAYMENTS

The CMF shall assist DPMC in processing invoice payments by reviewing the contractor's payment invoices, and recommending to the PD the correct payment amount. The CMF shall review the contractor's invoice to determine if the amount of work completed and the amount of the invoice are accurate. The CMF shall make recommendations to the PD for disposition thereof in accordance with the prompt payment act and the DPMC's procedures, certifying same, and shall, whenever appropriate, make recommendation to the PD concerning the denial or reduction of any payment of the contractor's monthly invoice should the CMF have cause to be dissatisfied with the contractor's performance under its contract. The CMF's certification for payment shall constitute a representation to the State, based on the CMF's

determinations at the site and on the data comprising the contractor's invoice, that, to the best of the CMF's knowledge, information and belief, the work has progressed to the point indicated and the quality of the work is in accordance with the contractor's contract documents. Final approval of the payment amount is by the PD.

The CMF may be required to assist DPMC to expedite the processing of the payments in order to meet the requirements of the State's Prompt Payment Act, and to avoid incurring interest charges on late payments.

9.8 HEALTH AND SAFETY

During the course of construction, the CMF shall monitor the construction contractor's project safety plan. The CMF shall conduct weekly inspections of the site and prepare an inspection report of the project safety conditions. Project safety shall be a key element of the CMF's daily inspections.

The CMF shall advise the construction contractor immediately of any safety hazards observed. If the remedy to a safety hazard is not apparent, the CMF may assist the construction contractor in developing a corrective action plan.

The CMF shall maintain a file of all accident and fire safety reports generated by the contractor. The CMF shall monitor the submission and processing of reports to the proper DPMC officials. The CMF is required to prepare and submit accident and fire reports in addition to the construction contractor's reports of accidents or fires, using the same forms. The CMF shall review all safety investigation reports prepared by state inspectors pertaining to the project and take appropriate measures to preclude recurrences.

The CMF shall also provide a safety plan prior to initiation of the construction work at the project site describing the preventive measures needed to protect and provide care for the CMF's employees.

Accident and Fire Reporting: In the event of an accident or fire, the CMF must notify the Project Director or Contracting Officer immediately.

The CMF shall comply with all Federal and State Health and Safety Regulations and laws and monitor consultant and contractor compliance with federal and state health and safety regulations and laws.

9.9 INSPECTIONS

The CMF shall provide qualified Project Managers, technical staff or Inspectors to verify that the workmanship, materials, and equipment being installed by the construction contractor meet or exceed the requirements of the contract drawings and specifications.

The CMF is responsible for the inspection of all work performed by the construction contractor, and for promptly notifying the construction contractor and the PD of discrepancies. The CMF shall plan and coordinate inspections with the construction contractor to minimize impacts on construction operations, and confirm that critical

inspections occur as required. Inspections of critical activities may require that the construction contractor notify the CMF in advance of certain operations.

The CMF is responsible for requesting and coordinating any required inspections by the appropriate regulatory agency(s) and/or the DCA Code Inspection Unit (if necessary) in accordance with the State's Uniform Construction Code when requested by the contractor or Design Consultant. On flood mitigation and resiliency projects, the CMF's inspectors may be required to hold appropriate inspection and testing certifications.

The CMF is responsible for documenting inspections, for identifying items that have been satisfactorily inspected, and identifying those that require correction. The CMF is responsible for activities that include:

- Inspecting the work daily
- Completing daily diary entry's) to record work inspected
- Notifying the construction contractor and the PD of discrepancies that are not corrected promptly
- Maintaining CMF and Design Consultant inspection records
- Maintaining records of all Inspections and Reports
- Maintaining an active list of Design Consultant errors and omissions, indicating corrective status
- Marking up a set of as-built drawings to verify the contractor's official set of as-built drawings
- Reviewing contract drawings, specifications, and approved submittals in preparation for upcoming inspections

9.10 TESTING

The CMF must be aware of all construction elements or activities that require tests, as reflected in the construction contract. The CMF shall prepare a complete testing schedule and monitor test results. The project work order may require the CMF to perform independent testing for DPMC. If the CMF does not have in-house testing capabilities, the CMF shall solicit competitive bids for the testing services on a reimbursable basis and award a fixed price or not-to exceed subcontract. Payments will be made from the appropriate work order allowance.

The CMF's testing responsibilities include:

- Verifying that tests are being conducted as scheduled
- Witnessing tests as directed by the PD to confirm that testing procedures are proper
- Monitoring test results for acceptability
- Retaining records of tests
- Describing testing activities in the periodic reports
- Conducting verification tests as required by PD
- Notifying the PD of test failures and planning correction and re-testing
- Overseeing corrective measures arising from test failures

9.11 INFORMATION REQUESTS

CMF Responsibilities: The CMF is responsible for coordinating Requests for Information (RFIs) among the Design Consultant, PD, and construction contractor. The CMF shall develop and coordinate procedures for tracking RFIs so that all parties understand and agree to their roles and responsibilities.

The CMF shall review RFIs and determine if a response can be drafted based on a review of the contract documents. The CMF may refer the RFI to the Design Consultant for technical clarifications or to DPMC for clarifications of general conditions.

The CMF shall develop procedures to notify all parties (the contractor, the Design Consultant, and the PD of RFIs responses, fully document all RFI responses, and confirm that all parties agree with the contract interpretation.

9.12 CONTRACT MODIFICATIONS

Special Authority: The CMF must avoid any instructions to the contractor that could be interpreted as authorizing modifications to the contract, or otherwise committing State funds. All modifications to the contract must be processed as formal contract modifications in the form of a change order on form DPMC 9. The DPMC CO has sole final authority for authorizing contract modifications after proper documentation and approvals are provided by the PD and CMF.

Contract Modification Processing System: The CMF shall establish a contract modification processing system, consistent with DPMC's change order processing procedures, for initiating, defining, coordinating, tracking, and documenting contract modifications. The system must encompass potential contract modifications, contract modifications in progress, and completed contract modifications for the Design Consultant and the construction contractor(s).

The contract modification processing system shall provide for:

- Defining the roles and responsibilities of the parties involved
- Identifying, evaluating, and justifying the need for modifications
- Defining the scope of modifications
- Tracking of potential, pending and completed modifications, including a contract modification numbering system
- Prescribing all steps necessary to process modifications
- Listing all required documents and forms
- Identifying cost impacts of modifications on the project budget
- Establishing time impacts of modifications on the project

The CMF shall evaluate potential modifications to determine if they are justified and within the scope of the contract, consulting as necessary with the Design Consultant on technical issues or the PD on general conditions.

The CMF must prepare a written justification supporting the need for the modification and recommendation for approval.

Design Deficiencies: If the reason for a contract modification appears to be a design deficiency, the CMF shall make an initial assessment of Design Consultant liability, including documentation of the deficiency and provide its findings to the PD and CO. The CMF's assessment of Design Consultant liability shall be based on a review of the contract documents and other circumstances leading to the change. The Design Consultant will be given an opportunity to rebut any determinations of apparent design deficiencies by the CO. The Design Consultant's position on the deficiency shall be provided to the PD with the proposed contract modification. The CO will make the final decision on liability and whether to pursue recovery from the Design Consultant.

Estimate: The CMF must review and prepare an independent estimate of the cost of the change, considering direct costs, time impacts, and contractor and subcontractors' overhead and profit. The estimate shall include a detailed breakdown of labor, material, and equipment costs for the various work elements. Markups for overhead and profit, as allowed by the construction contract, shall be shown separately. The sources of cost data must be indicated. The estimate must be signed by the preparer and dated. The CMF shall provide a detailed evaluation of the contractor's proposal with a recommendation for a negotiated and approved price.

Not to Exceed (NTE) Modification: Some modifications must be expedited to avoid delaying construction or increasing costs excessively. In such cases, the modification may be processed as a NTE. The CMF shall review the NTE process with the PD, to determine its applicability to specific circumstances. If a modification requires immediate action, the CMF will recommend that the modification be processed as a NTE. The PD will decide if circumstances warrant expedited processing of the modification and a Letter of Direction will be issued to the construction contractor for the change order. A NTE change order is issued for a not-to-exceed price. The final price is negotiated after the contract modification is issued. The NTE process is not intended to be a "time and material" process.

Negotiation: The CMF shall assist the PD and CO in establishing negotiation strategies, including acceptable settlement range, and in negotiating contract change orders with the construction contractor.

Documentation: After negotiating a firm-fixed price, the CMF shall assist the PD by drafting a Memorandum of Negotiations that shall include:

- Purpose of the negotiation and description of the change
- Date, place, and persons involved in the negotiations
- Contractor's proposed price and the State's or independent estimate
- The recommended contract change order amount and time extensions

- A description of the considerations that led to the negotiated price, in terms of scope, unit costs, markups, and time

The CMF shall assemble and prepare the final contract change order package with all supporting documentation for the PD. The final contract modification will be issued by the CO.

9.13 CLAIMS ANALYSIS AND MANAGEMENT

Upon the issuance of an authorized work order, the CMF may be required to conduct an independent study and objective analysis of a specific construction project or contract issue, for the purpose of identifying and evaluating the extent and liability for additional costs and delays associated with a construction contractor or Design Consultant claim or claims. The CMF shall maintain a philosophy focused on claims avoidance, and assist DPMC in preventing adversarial situations from escalating into disputes.

If the CMF observes or suspects that a problem exists that may result in a claim, the CMF shall: (1) evaluate the risk to DPMC or responsible State agency, (2) explore alternatives for resolving the problem with the construction contractor or Design Consultant, (3) consider preparing supplemental guidance for issuance to the construction contractor or Design Consultant to clarify contract requirements, and (4) if appropriate, initiate a change order or contract amendment to compensate the construction contractor or Design Consultant for changed conditions or additional services.

Claims Analysis: The CMF's role is limited to analysis of the claim and the preparation of materials for the defense of the claim. These services may be required during and after completion of the construction phase, and include:

- Analyze the progress of construction to identify the cause and duration of project delays. This may include a comparison of the planned and as-built construction schedules, the impact of differing site conditions, and an evaluation of both the State's and contractor's actions during the course of the project.
- Analyze the impact of change orders on the scheduled completion of the project.
- Analyze the impact of the State, Design Consultant, and construction contractor decision-making processes on the project schedule.
- Assess the relative liability of the State and Contractor for delays and cost increases.
- Review any actions that were or should have been taken by the construction contractor to mitigate the damages claimed.

- Evaluate any damages that the construction contractor may recover from the State, and those damages which are the result of the construction contractor's negligence, faulty conduct, or poor performance of work.
- Evaluate any liquidated damages due the State.
- Prepare a report detailing recommendations for contractor entitlement. The recommendation should take into consideration whether the cost of defending the claim exceeds the amount claimed and any impacts the decision might have on the contractor's performance of the balance of the work.
- Prepare an estimate of the entitled damages, and draft a finding of facts to support the entitlement.
- Provide technical assistance in claim negotiations.
- Act as either a testifying or non-testifying expert witness on behalf of the State.
- Create and maintain pertinent documents in a claim file.

9.14 PROGRESS PHOTOGRAPHS

The CMF shall take monthly progress photographs with a digital camera. The photographs must document the general progress of the construction work and equipment installations, with multiple views of the important aspects of the project completion. Both interior and exterior views are required. At a minimum:

- Exterior photographs shall be taken each month from all quadrants, using the same camera locations
- Interior views will vary depending on the progress of construction but will usually include equipment, mechanical rooms, building systems (structural, electrical, mechanical, and plumbing) and finish work in progress.

9.15 PROJECT CLOSEOUT - FINAL INSPECTION, SUBSTANTIAL COMPLETION, AND SETTLEMENT

The CMF shall schedule and coordinate the final inspection with the PD, the CMF and Design Consultant. The CMF shall have an on-going punch list of items that can be consolidated into a final punch list. The CMF shall transmit the final punch list to the construction contractor and the PD.

Final Close-out/Completion: The CMF shall closely monitor the corrective work and update the final punch list, removing each deficiency as it is corrected. The CMF shall ensure all the construction contract requirements are met and completed before deeming the project completed and recommending the initiation of the contract close-out process to the PD for the construction contractor and the Design Consultant.

9.16 OCCUPANCY/MOVE COORDINATION/BENEFICIAL USE

The CMF may be required to assist DPMC or the responsible State agency in coordinating agency move-in and occupancy and to perform tasks required prior to use or occupancy. This may involve coordination of buildouts, installation of equipment, furnishings, and/or telecommunications. It may require scheduling, tracking and/or coordinating agency moves; or may involve supporting the building manager or field office manager in coordinating moves. Such coordination will be included in the specific work order if necessary.

END OF RFP FOR CMF 004