



**State of New Jersey**

DEPARTMENT OF TREASURY  
DIVISION OF PROPERTY MANAGEMENT & CONSTRUCTION  
P O Box 034  
TRENTON NJ 08625-0034

CHRIS CHRISTIE  
*Governor*

KIM GUADAGNO  
*Lt. Governor*

FORD M. SCUDDER  
*Acting State Treasurer*

STEVEN SUTKIN  
*Director*

January 5, 2016

Louis Berger – Hill Joint Venture  
412 Mount Kemble Avenue  
Morristown, NJ 07960

Attn: Thomas G. Lewis / John Milano

Re: Notice of Contract Award  
DPMC Project #J0334-00, CMF-003  
Construction Management Services for Rebuild By Design  
and Other NJ DEP Flood Mitigation and Environmental Infrastructure Projects

Dear Messrs. Lewis and Milano:


This letter is notification that your firm has been selected to receive a Term Contract CMF-003 Award to provide Construction Management Services for Rebuild By Design and other NJ DEP Flood Mitigation and Environmental Infrastructure Projects.

The DPMC is making multiple awards under this contract. Firms awarded contracts will be contacted to provide construction management services for potential work order assignments under the terms and conditions of this contract. Your firm will be contacted when a proposal for services is required for a specific project assignment. Proposals must be submitted on a work order (Form CMF-003), a copy of which is enclosed. The proposal must include a description of the work, fee breakdown, deliverables and schedule. The work order proposal must be approved and signed by the DEP RBD Representative and the DPMC Contracting Officer before work may proceed. A Notice to Proceed letter will be issued to the consultant by the DPMC Contracting Officer for each approved assignment. The effective date of this contract is January 1, 2016. The contract base period will expire on December 31, 2017 unless the State exercises its option to extend the contract.

All Terms and Conditions specified in the Request for Proposal for CMF-003, including Addendums "A" dated October 30, 2015 and "B" dated November 17, 2015, General Conditions to the Consultant Agreement (10/15), the Statement of Assurances dated 9/25/15, the Consultant's Proposal, Rate Schedule and signed CMF-003 Consultant Affidavit are made part of this Notice of Contract Award.

If you have any questions regarding this contract award, please contact Cathy Douglass at (609) 777-3094.

Sincerely,

  
Richard S. Flodman  
Deputy Director  
Contract Administration

Enclosure

c: Cathy Douglass, DPMC

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

**AGREEMENT  
BETWEEN THE STATE OF NEW JERSEY  
AND THE  
CMF CONSULTANT  
FOR  
TERM CONTRACT CMF 003**



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**Attachment**

General Conditions to the Consultant Agreement

In this AGREEMENT made upon notice of acceptance by the Owner of the CMF Consultant's

Proposal BETWEEN the Owner : State of New Jersey, by and through its Contracting Officer, the Deputy Director of the Division of Property Management and Construction in the Department of the Treasury

and the Construction Management Firm (CMF) for the TERM CONTRACT CMF 003.

The Owner and the CMF agree for any project assignment for which the CMF is selected and issued a work order pursuant to the selection process set forth in the CMF 003 Request for Proposal (RFP), the CMF may be required to provide all or some of the following services as set forth below:

**A. CONSULTANT RESPONSIBILITIES**

**A.1 GENERAL**

A.1.1 The CMF will act as the Owner's authorized representative during the performance of the CMF services provided on work order assignments as described in this CMF AGREEMENT and the RFP.

A.1.2 The CMF accepts the relationship of trust and confidence established by this CMF AGREEMENT, and shall make available to the Owner its knowledge, skills, ideas, experience and abilities with respect to all matters within the scope of its services, as described in this CMF AGREEMENT.

A.1.3 The CMF is responsible to provide construction management services, as described in this CMF AGREEMENT, for all work relating to each project it is contracted to manage via an approved work order. The CMF shall only direct the work of any of the contractors on a project after the CMF obtains the concurrence of the Owner's Project Director. The CMF in the performance of its duties and obligations under this CMF AGREEMENT is not authorized to act as the Owner's agent with authority to bind the Owner, nor shall the acts and omissions of the CMF be imputed to the Owner.

A.1.4 The CMF services consist of those services outlined in the CMF's technical proposal submission to CMF 003 and the specific work order proposal to be performed by the CMF, the CMF's employees, and the CMF's sub-consultants. The CMF shall utilize the key staff members identified in its technical proposal and work order proposal for a specific assignment. The CMF shall notify the Owner in advance of any proposed change in its key staff members identified in its technical proposal or subsequent work order. The CMF shall submit to the Owner for approval the name and qualifications of a proposed replacement with equal or superior qualifications at no additional cost to the Owner. No change shall take effect unless the Owner approves the change in writing. If the CMF and Owner cannot agree on an acceptable

replacement for a key staff member, the Owner may determine, in the Owners sole discretion, to terminate the Project, and/or to terminate the CMF AGREEMENT, and/or claim all damages against the CMF resulting from the Project termination or from the CMF AGREEMENT termination.

- A.1.5 The CMF shall be responsible for satisfying all of the listed obligations required by the work order regardless of when they occur during the assigned project. The CMF shall assume responsibility for day-to-day project management including cost estimating, Critical Path Method (CPM) Scheduling, purchase of equipment, resident engineering, facility testing and staff training. In addition, the CMF shall provide technical support for Owner decisions regarding contractor selection, change order control and contractor(s) claims, progress payments and final acceptance and contractor(s) claims management as set forth in section *B.3.1.15*.
- A.1.6 The CMF shall be responsible for satisfying all of the obligations described in this CMF AGREEMENT, even if such obligations are not addressed in the CMF's work order proposal. The obligations of the CMF established in this Agreement may be supplemented by the CMF in its technical proposal and/or project work order. If the services promised in the CMF's technical proposal or project work order exceed those described in this CMF AGREEMENT, then the CMF shall be responsible for satisfying the additional obligations described in its technical proposal.
- A.1.7 The CMF shall report directly to the Owner's Project Director. The CMF shall provide its services under the supervision of the Owner's Project Director and in conjunction with the services of the Design Consultant. The CMF shall establish and implement a comprehensive management program with procedures for coordination among the Owner, the Design Consultant, the contractor and the CMF with respect to all aspects of the Project.
- A.1.8 The CMF AGREEMENT contemplates personal services by the CMF. The CMF shall not assign or transfer its obligations or rights under this CMF AGREEMENT without the prior written consent of the Owner.
- A.1.9 The CMF agrees to maintain and retain payroll, cost and accounting records with respect to this project as they customarily retain and produce them for their business generally, and in accordance with generally accepted accounting principles and practices. Upon three days written notice, all such records shall be available to the Owner for inspection for a period of five (5) years after final payment is received by the CMF. No CMF claims for additional compensation shall be payable unless supporting cost records are furnished upon request and claimed costs are substantiated and approved.
- A.1.10 The CMF shall retain copies of the cost records for a period of five (5) after final payment is received by the CMF. After this period, the CMF may dispose of these records after first offering them to the Owner in writing, at no cost and the Owner accepts within 30 working days.

- A.1.11 The CMF shall promptly notify the Owner of any changes to the scope of services, which increase or decrease the CMF's services, or both. No such change in scope shall be performed by the CMF, absent prior written approval by the Owner. Notice of request for additional compensation shall be given to the Owner within 30 working days of the event giving rise to such a request with accompanying justification for the change and a detailed breakdown of the basis for the costs.
- A.1.12 The CMF shall assign a Senior Project Manager or Project Manager (as appropriate) who shall attend all meetings as required under the CMF AGREEMENT. The CMF shall otherwise provide sufficient executive, supervisory and management personnel in the field and home office to carry out the requirements of the CMF AGREEMENT in an expeditious and economical manner consistent with the interests of the OWNER.
- A.1.13 If requested, the CMF shall assist the Owner in selecting and retaining the professional services of surveyors, special consultants and testing laboratories and coordinate their services.
- A.1.14 Reproduction costs for CMF produced reports, logs, charts, etc. shall be at the CMF's expense. The CMF may anticipate producing a maximum of ten (10) copies of each report.
- A.1.15 The CMF shall prepare and, after Owner approval, issue a project manual which sets forth in detail the procedures and administrative provisions necessary to accomplish the project described in an approved work order in accordance with the intent of the terms of the CMF's, Design Consultant's' and Prime Contractors' contracts. The procedures and provisions discussed in the project manual shall include, at a minimum, payment requests, proposed change orders, submittals, requests for information (RFI), contractor responsibility for their subcontractors, contractor coordination, quality control, progress meetings, contractor coordination meetings, daily reporting procedures and meeting minutes.
- A.1.16 The CMF shall develop and monitor a Design CPM Schedule and/or a Construction CPM Schedule that provides information on project milestones which includes coordination efforts required between the Design Consultant, the various contractors, the Owner, their client, outside agencies and all regulatory agencies.
- A.1.17 The CMF shall, through the use of generally acceptable accounting procedures, develop a cost control reporting system including financial data required to monitor progress of cost versus budget for the project.
- A.1.18 The CMF shall provide cash flow reports and forecasts for the project that include variances between actual and budgeted or estimated costs.
- A.1.19 The CMF shall develop a computerized program information system which incorporates scope, budget, schedule control and resource allocation. The system must be compatible with the Owner's accounting system.

- A.1.20 The CMF shall keep accurate and detailed written records of the project assignment as described in the work order and its progress during all stages of design and construction.
- A.1.21 The CMF shall prepare and maintain a daily log of work on the project assignment and submit a copy to the Owner's Project Director daily.
- A.1.22 The CMF shall maintain a computerized data base recording and reporting on all project correspondence addressed to CMF or Owner, including information concerning subject matter and resolution, all in a manner approved by the Owner. Issue status reports as directed, but at least monthly.
- A.1.23 The CMF shall submit monthly written progress reports to the Owner and Design Consultant by the 1st of each month, including, at a minimum, information concerning the adequacy of the work and site manpower of each of the contractors, the percentage of completion, submittal status, the number and amount of change orders, the updated CPM schedule with reports, and construction cost summary reports. Additionally, the monthly progress report shall include current and potential problems deemed of sufficient import to require Owner monitoring or action during the forthcoming month and a recommended course of action to achieve resolution of each of these problems.
- A.1.24 The CMF shall review, execute and submit the updated Financial Status Report (FSR) to the Owner by the first of each month.
- A.1.25 On a monthly basis the CMF shall track, recommend for approval and forward to the Owner, the invoicing of consultants hired by the Owner. The CMF shall assist the Owner in any disputes or negotiations with the Owners consultant's.

## A.2 FEASIBILITY, DESIGN AND BID PHASE SERVICES

- A.2.1 The CMF shall review feasibility studies, design documents and bid documents for clarity, consistency and completeness. Advise the Owner and the Design Consultant regarding site use and improvements, selection of materials, building systems and equipment, and methods of project delivery. Provide recommendations to the Owner and the Design Consultant on relative feasibility of construction methods, availability of materials and labor, time requirements for procurement, installation and construction, and of factors related to cost including, but not limited to, cost of alternative designs or materials, preliminary budget and possible economies.
- A.2.2 The CMF shall make recommendations to the Owner and the Design Consultant regarding the division of work in the drawings and specifications to facilitate the bidding and awarding of construction contracts, allowing for phased construction and taking into consideration such factors as the legal requirements of the Owner's construction contracting methods, time of performance, availability of labor,

availability of work areas, overlapping trade jurisdictions and provisions for temporary facilities.

- A.2.3 The CMF shall review studies and contract documents as they are being prepared and shall recommend to the Owner alternate solutions whenever design details affect project cost, constructability and bidability without, however, assuming any of the Design Consultant's responsibilities to provide sound design and properly prepared contract documents.
- A.2.4 The CMF shall review the drawings and specifications with the Design Consultant to eliminate areas of conflict and overlapping in the work to be performed by the various contractors.
- A.2.5 The CMF shall provide recommendations and information to the Owner and the Design Consultant regarding the assignment of responsibilities for safety and security precautions and programs; general hoisting and crane operations, temporary project facilities; access to the construction work; and equipment, materials and services for common use of the contractor. Verify that the requirements and assignment of responsibilities are included in the proposed contract documents.
- A.2.6 The CMF shall provide a proposed site utilization plan of the entire site prior to the bidding of the construction project(s) illustrating areas available for construction access and trailer areas, access to adjacent Owner facilities, and related material. The plan should illustrate the varying site utilization over the major construction phases of the project.
- A.2.7 The CMF shall provide recommendations on the extent, location and configuration of temporary construction support facilities after reviewing the Design Consultant's drawings and specifications. Coordinate these among the various construction contractors.
- A.2.8 The CMF shall prepare and submit formal confirmation of the construction cost estimates to the Owner with accompanying detailed back-up documents prepared by the Design Consultant. Make recommendations for corrective action if it appears that the Construction Cost Estimate (CCE) may exceed the project budget. The Design Consultant maintains the responsibility to design the Project in accordance with the approved budget. Estimates are to be in sufficient detail appropriate to the design phase of the project as recommended by the American Society of Professional Estimators or similar Association and are to be provided to the Owner within 5 to 25 working days, as appropriate to the type of estimate, after all documentation upon which the estimate is based is provided to the CMF.
- A.2.9 The CMF shall provide Value Engineering services for the project described in the approved work order at appropriate times in their design cycle. These will be performed in accordance with the recommendations of the Society of American Value Engineers (SAVE). These are to include mechanical systems, roofing systems,

finishes, energy management systems, lighting and power systems, and site work. Such studies shall include maintainability and operability considerations.

- A.2.10 The CMF shall review the plans and specifications with the Design Consultant to establish and implement procedures for contractor submittals for review and/or approval of all shop drawings, catalogs and samples to the Design Consultant and Owner. Develop a comprehensive listing, by contractor, of all submittals required in the contract documents, including milestone dates when each submittal must be processed. Take appropriate action to insure adherence by all parties to this schedule, referring failures to do this to the Owner, with recommendations of appropriate action to correct the situation.
- A.2.11 During the design phase, but prior to bidding of the construction project, the CMF shall evaluate the project to determine the labor needs of the project and assist the Owner in determining if a Project Labor Agreement (PLA) is recommended to be implemented with the various construction trades for the construction phase of the project. The CMF may be requested to submit a formal report of its findings to the Owner. Additionally, the CMF may be required to assist the Owner in negotiating the PLA with the construction trade representatives in the appropriate geographic area.
- A.2.12 When required by the specific work order, the CMF shall develop a plan for construction contract packaging which best meets the overall needs of the Project.
- A.2.13 The CMF shall review the pre-bid construction contract scopes of work and bid documents prepared by the Design Consultant and make recommendations for corrections for Owner approval.
- A.2.14 With the Design Consultant's 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 Owner in evaluating contractor bids and proposals and; assist the Owner in preparing construction contracts and advise the Owner and Design Consultant on the acceptability of subcontractors and material suppliers proposed by the Prime Contractors, as well as any proposed substitutions.
- A.2.15 The CMF shall assist the Owner and Design Consultant in conducting the contractors pre-bid meetings. At the pre-bid meeting the CMF shall discuss topics including, but not limited to, project logistics, project-phasing requirements, CPM scheduling and mandatory milestones.

### A.3 CONSTRUCTION PHASE

- A.3.1 The CMF shall provide administrative, management and related services as required to monitor that the contractors complete the project work referenced in an approved work order in accordance with their contractual obligations and the Owner's objectives for cost, time and quality. The CMF shall develop and implement procedures for the following tasks and/or programs:



- A.3.1.1 Administration of Contracts - Provide administration of construction contracts, contracts for furniture, fixtures, equipment and other contracts and purchase orders.
- A.3.1.2 Contractor Performance - Monitor the work of the contractor and keep the Owner informed on the progress of the work on a weekly basis, and of any changes required to accomplish the current approved estimates of the project cost or completion dates on a monthly basis, so the Owner will have the appropriate knowledge to make timely changes in the project at its option. Provide sufficient, qualified personnel on-site to monitor that construction is in compliance with the contractors' contract documents, and according to the schedule and within budget. On the basis of on-site inspections, the CMF shall endeavor to guard the Owner against defects and deficiencies in the work and to achieve satisfactory performance of the work by the contractor. Recommend courses of action to the Owner when contract requirements are not being fulfilled and the non-performing party does not take the corrective action.
- A.3.1.3 Pro-Active Monitoring – The CMF shall provide pro-active participation in monitoring and verification that all CPM activities are occurring in accordance with the approved CPM Schedule. Pro-active verification may include phone calls to suppliers or vendors in order to confirm the placement of orders, obtaining invoice documentation, shipping data and any other actions required to insure all CPM activities are occurring in accordance with the approved CPM schedule.
- A.3.1.4 Contractor Payments – Through the use of the approved cost loaded Construction CPM Schedule and monthly updating of same, the CMF shall review all applications and/or invoices submitted by the contractor for progress payments, reduction in retainage, final payment and all other requests for payment in accordance with the requirements of the contractor's contract. Following such review, the CMF shall make recommendations to the Owner for disposition thereof in accordance with the Owner's procedures, certifying same, and shall whenever appropriate, make specific recommendation to the Owner concerning the denial or reduction of any payment of the contractor's monthly requisition or other request for payment 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 Owner, based on the CMF's determinations at the site and on the data comprising the contractor's application for payment, 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. The CMF shall utilize the cost loaded Construction CPM Schedule monthly updates to create computer-generated invoices for each contractor. These invoices shall conform to the standard Owner's cover sheet format, and contain the same information and signature times or the back-up breakdown sheets.
- A.3.1.5 Change Orders – The CMF shall review, evaluate and make specific written recommendations regarding change orders. The CMF shall assess change orders for validity; merit, cost, and utilizing the approved CPM schedule, perform a schedule impact analysis to determine the effect, if any, the change order will have on the

milestones and completion date of the project. The CMF will forward the change orders with a recommendation and assist in the negotiation of any disputed change order; Track progress of all change orders and ensure timely processing thereof; and publish, in the monthly report, the status of change orders and submit it to the OWNER. Upon the Owner's request, analyze any and all claims or requests for extensions of time and costs, using available project records, and make specific recommendations regarding same. The CMF shall attend and actively participate at administrative hearings and conferences or settlement conferences in connection with such claims upon request by the Owner. The CMF shall upon request by the Owner assist the Owner in the preparation and presentation of its defense, counterclaim or other position in connection with any claim by or against the Owner during any lawsuit.

- A.3.1.5.1 The CMF shall review, evaluate and make specific written recommendations regarding Owner amendments and/or changes in the contractor's scope of work. The CMF shall, utilizing the approved CPM schedule, perform a schedule impact analysis to determine the effect, if any, the amendments and/or changes in the contractor's scope of work will have on the milestones and completion date of the project
- A.3.1.6 Coordination of Revisions to the Contract Documents - The CMF shall provide coordination of revisions or changes to the Contract Documents to be made by the Design Consultant as required in response to unexpected site conditions or scope changes.
- A.3.1.7 Quality Assurance and Quality Control (QA/QC) - The CMF shall develop a QA/QC program including methods and frequency of inspections. Provide all supervisory and inspection staff at the job site necessary to verify that the project is properly constructed in strict accordance with the contract documents, the CPM Schedule and within budget. On the basis of on-site inspections, the CMF shall recommend rejection of work that does not conform to the requirements of the contract documents. As part of this task, the CMF shall also monitor the Construction contractor's quality control operations/inspections. Staff the necessary field offices with qualified personnel assigned to carry out QA/QC on each work package or trade. The CMF shall coordinate and participate in the required code inspections with the contractor and/or other State Agencies. The CMF shall immediately notify the Owner of any code inspection failures and schedule the necessary corrective action and re-inspection of the work to minimize the impact, if any, to the progress of the work and completion of the project as scheduled.
- A.3.1.8 Safety Oversight - The CMF shall review the safety program developed by the contractor and insure that it complies with Federal and State laws or regulations, insurance company requirements, local county or municipal health regulations or other requirements and local union rules. The CMF shall, on a regular basis, monitor the contractor's site safety program to insure compliance. If it is found the contractor is not in compliance with said program then the CMF shall immediately notify the contractor and the Owner in writing of the deficiencies. The CMF shall meet with the Owners Representative to review the non-compliance issues and proceed in a manner

as directed by the Owner to insure compliance with the site safety program. The CMF will maintain a complete record of all safety related incidents and submit monthly safety reports to the Owner.

- A.3.1.9 Security – The CMF shall develop and implement a security program to ensure that unauthorized individuals do not enter the site and that the construction project is not vandalized.
- A.3.1.10 Labor Relations – The CMF shall monitor overall labor issues and agreements, including any PLA and render assistance to the Owner upon the Owners request as may be appropriate in labor issues affecting the project.
- A.3.1.11 Shop Drawings and Submittal Packages – 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, in the form of submittal packages in conformance with the project specifications, from the contractor. 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 contractor all Design Consultant reviewed submittal packages. The CMF shall maintain an accurate, up to date submittal log, in a form acceptable to the Owner, which shall include, but not be limited to, a description of each submittal package by specification number, the date to be submitted by the 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 Owner, which shall list the status of all project submittal packages and notify the contractor of any overdue submittal packages.
- A.3.1.12 Job Records and Documentation – The CMF shall establish and maintain project files of records and technical documentation including but not limited to, design plans, drawings, specifications, shop drawings, samples, accounting records, contracts, change orders, correspondence, tests and inspections, and safety records; and provide a system of retrieving data quickly. The CMF shall make all records available to the Owner and upon completion of the project shall deliver them to the Owner.
- A.3.1.13 The CMF shall maintain monthly cash flow reports, forecasts and a Financial Status Report (FSR), in a form acceptable to the Owner, for the project and advise the Owner as to variances between actual and budgeted or estimated costs.
- A.3.1.14 Reproduction costs for CMF produced management reports, including but not limited to schedules and cost reports, shall be at the CMF's expense. The exact amount of copies to be required will depend on the type of report being submitted.
- A.3.1.15 Construction Claims Management - Establish and maintain an active program to avoid or minimize the number of claims from the contractor and/or Design Consultants. Upon the Owner's request, analyze any and all claims or requests for

extensions of time and costs, using available project records, the approved Design CPM Schedule and/or Construction CPM Schedule, and make specific recommendations regarding same. The CMF shall attend and actively participate at administrative hearings and conferences or settlement conferences in connection with such claims upon request by the Owner. The CMF shall upon request by the Owner assist the Owner in the preparation and presentation of its defense, counterclaim or other position in connection with any claim by or against the Owner during any lawsuit.

- A.3.1.16 Construction Site Monitoring – The CMF shall provide project monitoring at the site of all activities of all contractors so that construction is accomplished with a minimum of duplication of effort and interference.
- A.3.1.17 Job Meetings – The CMF shall schedule and conduct weekly, biweekly and monthly progress meetings as required by the Owner to be attended by the contractors, representatives of the Owner and the Design Consultant to discuss such matters as procedures, progress, quality of construction, problems, and scheduling. The CMF will take, transcribe, and distribute minutes of such meetings within five (5) working days after the meeting. The CMF’s Project Manager shall meet with the Owners Project Director at the jobsite on a daily basis to discuss the projects current status, any new issues and the contractor(s) work to be performed that day.
- A.3.1.18 Availability of Material and Equipment – The CMF shall analyze project requirements for critical material and equipment availability. Work with the contractor to achieve timely deliveries and installations.
- A.3.1.19 Compliance with Laws – The CMF shall require each contractor to comply with all governmental laws, ordinances, rules and regulations and notify the Owner of a contractor’s non- compliance.
- A.3.1.20 Interpretation – The CMF shall consult with the Design Consultant whenever any contractor requests interpretations of the meaning and intent of the Drawings and Specifications, and assist in the resolution of questions or disputes which may arise.
- A.3.1.21 Owner Pre-purchased Equipment – The CMF shall coordinate the contractor’s obligations relating to Owner furnished or pre-purchased equipment, and/or building systems.
- A.3.1.22 As-Built Drawings – The CMF shall monitor the contractor’s timely updating and the final submission of a complete set of record “As-Built” marked-up drawings to the Design Consultant for review and approval. The As-Built Drawings shall be monitored with the project closeout documentation.
- A.3.1.23 Correspondence - At the request of the Owner’s Project Director, the CMF shall prepare detailed and accurate written correspondence to the contractor( and/or others.

- A.3.1.24 Photographs- The CMF shall provide photographic documentation during the course of the Construction Phase of this project. The CMF is to provide the Owner with four (4) sets (one set in color) size 8x10, minimum of 10 views per month. The cost of this documentation is to be included in the CMF's cost proposal.
- A.3.1.25 Code Inspection Scheduling – The CMF shall schedule and assist the State's Construction Inspection Group with their required inspections to insure construction is in compliance with the New Jersey Uniform Construction Code and the contract documents. Require that the corrective actions are implemented where needed.
- A.3.1.26 Inspections – The CMF shall inspect work in progress, and take action to avoid or prevent installation of defective or non-conforming work by the contractor(s). Maintain a continuing list of nonconforming work as determined from time to time by CMF, Owner or Design Consultant; publish this list to the responsible contractor, require timely resolution of the nonconforming work, and report on resolution.
- A.3.1.27 Punchlist and Correction of Defective Work – The CMF shall inspect the project described in the approved work order prior to the time the Owner is to occupy and operate any part or all of the project. In conjunction with the Design Consultant, and the Owner, prepare a punchlist of incomplete or defective work to be performed by any contractor prior to beneficial occupancy. Monitor and maintain an updated punchlist and insure the responsible contractor takes prompt action to correct incomplete and defective work necessary to complete all work as required in the contract documents.
- A.3.1.28 Start-up Testing & Training – The CMF shall prepare and issue a project start-up and occupancy plan for approval by the Owner. With the Design Consultant and the Owner's maintenance personnel, observe the contractor's checkout of utilities, operational systems and equipment for readiness, and assist in their initial start-up and testing. Coordinate operational testing and staff training - (1) prepare a start-up program to test, start and bring the facility to an operational level; (2) witness the test of all equipment to determine its compliance with codes, plans and specifications; (3) plan and assist in the training of the Owner's operating staff; and (4) supervise initial operations under the control of a start-up engineer until final acceptance by the Owner for operations. The CMF shall submit written reports on this coordination.
- A.3.1.29 Project Close-Out –During the Project Close-Out phase the CMF shall (1) develop specific criteria for determining the final acceptability of contractor's work (whether determination is by CMF or by others); (2) establish dates for equipment testing, acceptance periods, warranty dates and instructional requirements; (3) conduct frequent inspections throughout the finishing stages; (4) obtain close-out documentation including guarantees, warranties, samples, test reports and certifications, Owner Close-Out forms, operating and maintenance manuals, keys and completed as-built drawings from the contractor and vendors; and (5) jointly with the Design Consultant, certify final completion of the facility for acceptance by the Owner.

The CMF shall monitor and track the progress of the contractor's timely submission of project close-out documentation. The CMF shall send all project closeout documents to the Design Consultant for review and approval. The CMF shall periodically produce a project closeout documentation report sorted by contractor for the Owner and contractors until all documentation has been received.

A.3.1.30 Final Inspection – The CMF shall following the issuance of a certificate of substantial completion of the work or a designated portion thereof, the CMF shall in conjunction with the Design Consultant evaluate the completion of the work of the contractors and make recommendations to the Owner when the work is ready for final inspection. The CMF shall in conjunction with the Design Consultant and the Owner conduct final inspection(s) of the contracted work of the contractor prior to final acceptance by the Owner. The CMF shall in conjunction with the Design Consultant forward to the Owner a final project application for payment upon compliance with the requirements of the contractor's contract documents.

A.3.1.31 Warranty Inspection – The CMF shall, approximately 6 to 9 months after project occupancy or 60 days prior to expiration of warranties on the project described in a work order, schedule and conduct a site inspection with the Owner's staff; the purpose of this inspection will be to identify warranty work which may need to be done.

#### A.4 FIELD OFFICE TECHNICAL AND ADMINISTRATIVE SUPPORT

A.4.1 The CMF shall be on site within 5 days of the issuance of the Notice to Proceed unless otherwise directed by the Owner.

A.4.2 It is the Owner's intent to have the CMF provide the field construction office complex if included in the CMF's project work order. One single complex will be utilized to house under one roof the Owner's representatives, which includes the CMF. Unless noted elsewhere, the CMF shall be responsible for providing and connecting all utilities to the field office. The contractor will be responsible for providing telephone service up to within approximately 15 feet of the complex.

A.4.3 The CMF shall be responsible for the final tie-in of the phone service to the field office and for providing the internal office phones and associated services for both its operations and those of the Owner Project Director. The CMF shall pay all fees for the telephone service and equipment throughout the duration of the Project. It is anticipated that the Owner will require phone service/equipment for one full-time field staff member (unless the project work order calls for additional service and equipment), along with dedicated lines for a FAX machine and computer modem. The CMF will be responsible for janitorial service and the maintenance of the field office complex during the life each project.

A.4.4 The CMF shall provide and pay for its own office furniture, equipment (compatible with the Owners systems and equipment) and supplies that it deems necessary to

manage the project. These costs shall be included in the CMF's fee as an allowance amount and paid for by the CMF.

- A.4.5 The CMF shall provide the equipment, material furnishings and services listed in each work order for the Owner's use. All costs whether for purchase or for lease, associated with these items shall be included in the CMF's fee and paid for by the CMF.
- A.4.5.1 The CMF shall carry any and all service contracts and provide supplies for all items listed in Sections B.4.4 – B.4.5.4.
- A.4.5.11 At the completion of the project, all of the provided equipment shall remain the custody and control of the CMF.
- A.4.5.12 The CMF shall provide the Owner with computer disks containing all the information required in this agreement in a format compatible to that used by the Owner.

## A.5 PROJECT SCHEDULING SERVICES

### A.5.1 GENERAL

- A.5.1.1 The CMF will be required to develop a state-of-the-art detailed Critical Path Method (CPM) scheduling system. Additionally, the CMF may be requested to provide a summary, CPM schedule or a simple bar chart schedule as necessary for management reporting to provide a simple overview of the project tasks and phases. The CMF shall produce design schedules and/or construction schedules as stated in the specific project work order.

The development of the CPM Schedules by the CMF must reflect the following:

- A. For Design CPM Schedules, activities must use calendar day durations and must take state holidays into account as being "non-work" days.
- B. For Construction CPM Schedules, activities will use calendar day durations but will consider state holidays as "work-days".

For the purpose of the above, State Holidays are New Years Day, Martin Luther King Jr.'s Birthday, Lincoln's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, General Election Day, Veterans' Day, Thanksgiving Day, Christmas Day and, at the option of the Governor, the day after Thanksgiving.

- A.5.1.2 Each project's design phase and/or construction phase shall be monitored by the CMF utilizing a detailed CPM scheduling system. This system shall be the basis for the evaluation for the performance and progress payments of the Design Consultant and contractor. The Design Consultant and the contractor will utilize the cost loaded CPM Schedule monthly updates to prepare computer-generated invoices. The CMF

shall also utilize the CPM Schedule to identify potential and actual causes for delay and the responsible parties.

A.5.1.3 The CMF shall provide the Owner's Project Director with recommendations as to the progress of the work. Whenever the CMF becomes aware of any inefficiencies or delays, it shall report them to the Owner's Project Director, along with the CMF recommendations for resolving the inefficiencies or delays.

#### A.5.2 THE DESIGN CPM SCHEDULE

A.5.2.1 Within ten (10) days of Notice to Proceed the CMF shall commence development of the preliminary Design CPM Schedule. The CMF shall chair all schedule development meetings and meet with the Owner, Using Agencies, the Design Consultant and other Owner Consultants to develop the network logic and diagrams for the Design CPM Schedule.

A.5.2.2 The CPM Schedule shall illustrate all the required activities, relationships, intermediate milestones and major milestones demonstrating the complete fulfillment of the Design Consultants contractual requirements as defined in their agreement with the Owner.

A.5.2.3 The Design CPM Schedule shall illustrate in detail the Design Consultant activity sequencing including, at a minimum, the schematic planning phase, 30% design development drawings, 60% design development drawings, 90% design development drawings, 100% construction drawings, bid document creation, permitting, the bidding phase and a summary of the construction phase of the project with the anticipated final completion date of the project. If the Design Consultant fails to provide required information during the Design CPM Schedule preparation, the CMF shall immediately notify the Owner and proceed in a manner as directed by the Owner to complete the Design CPM Schedule.

A.5.2.4 The Design CPM Schedule shall also illustrate the Owner's, State using agencies' and regulatory agencies' activity sequencing including, but not limited to, program study requirements, Owner reviews, using agency reviews, regulatory agency reviews, local municipality reviews, financing requirements, permitting requirements and approvals.

A.5.2.5 Upon completion of the network logic diagrams for the project, the CMF shall generate a computer-based preliminary Design CPM Schedule and submit to the Owner and the Design Consultant for review the following reports, charts and diagrams:

- 1) Schedule Activity Report
- 2) Early Start / Total Float Report
- 3) Total Float / Early Start Report
- 4) Detailed Predecessor / Successor Report
- 5) Detailed CPM Schedule Bar Chart
- 6) Summary CPM Schedule Bar Chart



## 7) Pure Logic Network Diagrams

- A.5.2.6 The CMF shall meet with the Owner and Design Consultant for a joint review meeting of the preliminary Design CPM Schedule for corrections and adjustments to the preliminary CPM Schedule. The CMF shall revise the CPM Schedule in accordance with the agreements reached during the joint review meeting and submit the revised Design CPM Schedule reports, charts and diagrams to the Design Consultant for approval.
- A.5.2.7 Upon the Design Consultant's approval of the preliminary Design CPM Schedule, the CMF shall meet with the Design Consultant to develop the cost loading of the preliminary Design CPM Schedule. Utilizing the Design Consultant's approved bid item breakdown as a basis; the CMF and the Design Consultant shall develop a detailed activity cost loading of each Design Consultant activity on the preliminary Design CPM Schedule. All individual activity dollar values will total the approved Design Consultant contract value, and subtotals will reflect the Design Consultants approved bid item breakdown.
- A.5.2.8 The CMF shall analyze the Design Consultant's bid item breakdown in order to assess the reasonableness of the Design Consultant's proposed cost distribution and evaluate any unacceptable areas of "frontloading".
- A.5.2.9 Upon completion of the cost loading analysis of the preliminary Design CPM Schedule, the CMF shall submit a detailed activity cost loading report to the Design Consultant for review and approval. The Design Consultant shall certify that the Design CPM Schedule and cost loading breakdown represent their own plan for completing the project and shall be the basis for all progress payments.
- A.5.2.10 Once the detailed activity cost loading and the preliminary Design CPM Schedule is approved by the Design Consultant, the CMF shall submit the preliminary Design CPM Schedule containing all reports, charts and diagrams (as stated in paragraph A.5.2.5) and the detailed activity cost loading report to the Owner for approval.
- A.5.2.11 After the Design CPM Schedule has been approved by the Owner and Design Consultant and signed by all parties; the CMF shall forward (6) copies of the documents to the Owner and (1) one copy to the Design Consultant.
- A.5.2.12 Once each month the CMF shall attend a status update meeting with the Design Consultant and the Owner to gather the information necessary for the CMF's preparation of a revised (updated) Design CPM Schedule. The Owner and Design Consultant shall provide the status of all activities worked on during the update period and identify those activities started by date and those completed by date during the update period, show estimated time required to complete each activity started but not yet completed, show activity percent completed, and reflect any Owner approved changes in the Design CPM Schedule. After completion of the joint review meeting and the Owner's approval of all entries, the CMF shall update the Design CPM Schedule.

A.5.2.13 The CMF shall, within (5) five working days of the status update meeting, submit to the Owner and Design Consultant the progress payment information for the update period, in a form acceptable to the Owner.

A.5.2.14 The CMF shall, within (10) ten working days of the status update meeting, submit to the Owner and Design Consultant the updated Design CPM Schedule containing all reports, charts and diagrams (as stated in paragraph A.5.2.5) along with a narrative report on the progress of the project design phase. The narrative report will include a description of the Design Consultant and other Owner's Consultants progress during the previous month in terms of completed activities in the plan currently in effect, a description of problem areas, current and anticipated delaying factors and their estimated impact on the performance of other activities and completion dates, and recommendations on corrective action. The monthly narrative report shall also include a description of approved changes made to the schedule, a review of the current project critical path through to project completion, and a comparison of this critical path with previous months' critical paths. The narrative report shall be in bound booklets, indexed and separated as stated herein.

### A.5.3 THE CONSTRUCTION CPM SCHEDULE

A.5.3.1 Upon issuance of the contractor's Notice to Proceed, the CMF shall commence development of the preliminary Construction CPM Schedule. The CMF shall chair all schedule development meetings and meet with the Owner and contractor to develop the network logic and diagrams for the CPM Schedule. The CPM Schedule shall illustrate all required activities, relationships, intermediate milestones and major milestones demonstrating the complete fulfillment of the contractor contractual requirements stated in their agreement with the Owner. When preparing the Construction CPM Schedule, the CMF, in coordination with the contractor, shall establish network activities and their relationships for the entire construction and close-out effort, utilizing time duration generally not exceeding 14 calendar days or associated costs generally not exceeding \$10,000.00. Exceptions to this general rule may include the preparation and submittal of shop drawings, review and approval of submittals and the fabrication and delivery of long lead items etc.

A.5.3.2 In developing the Construction CPM Schedule, the CMF shall establish the appropriate logic and durations which are consistent with the contract requirements for major milestones, intermediate milestones, and overall contract completion and which is reflective of efficient coordination between the contractor responsible for the various network activities. If the contractor fails to provide required information during the Construction CPM Schedule preparation, the CMF shall immediately notify the Owner and proceed in a manner as directed by the Owner to complete the Construction CPM Schedule

A.5.3.3 Upon completion of the network logic diagrams for the project, the CMF shall generate a computer-based preliminary Construction CPM Schedule cost loaded in accordance with the bid item breakdown of each contractor. The Construction CPM

Schedule shall show the starting and completion dates for each work item. All completion dates shown shall be within the period specified for contract completion or portion thereof and in compliance with all intermediate milestones. The CPM Schedule shall show such activities as the submittal of design documents, shop drawings, templates and equipment material fabrication, delivery of equipment and material, and the delivery of Owner-furnished equipment, if applicable.

The CMF shall submit to the Owner, the Design Consultant and contractor for review and approval the following reports, charts and diagrams:

- 1) Schedule Activity Report
- 2) Early Start / Total Float Report, sorted by contractor
- 3) Total Float / Early Start Report sorted by contractor
- 4) Detailed Predecessor / Successor Report
- 5) Detailed CPM Schedule Bar Chart
- 6) Summary CPM Schedule Bar Chart
- 7) Pure Logic Network Diagrams

A.5.3.4 Seasonal weather conditions shall be considered in the planning and scheduling of all work influenced by high or low ambient temperatures for the completion of all contract work within the allotted contract time. In addition, appropriate allowance shall be made for anticipated time losses due to normal rain and snow conditions by statistically expanding the estimated time duration for weather sensitive activities.

A.5.3.5 Should the preliminary Construction CPM Schedule require a substantial change because of the action or non-action of the Owner, using agency, Design Consultant(s) and/or contractor, the CMF shall develop a revised preliminary CPM Schedule that incorporates the substantial change, at no additional cost to the Owner.

A.5.3.6 Within ten (10) working days after receipt by the Owner's Project Director of the preliminary Construction CPM Schedule, the Owner's Project Director shall meet with the Design Consultant, contractor and CMF for joint review, correction, or adjustment of the initial plan and schedule. The CMF shall revise the CPM Schedule in accordance with the agreements reached during the joint review meeting and submit the revised preliminary Construction CPM Schedule reports, charts and diagrams to the contractor for approval.

A.5.3.7 Upon the contractor's approval of the preliminary Construction CPM Schedule, the CMF shall meet with the contractor to develop the cost loading of the preliminary Construction CPM Schedule. Utilizing the contractor's approved bid item breakdown as a basis, the CMF and the contractor shall develop a detailed activity cost loading of each contractor activity on the preliminary Construction CPM Schedule. All individual activity dollar values will total the approved contractor's contract value, and subtotals will reflect the contractor's approved bid item breakdown.

- A.5.3.8 The CMF shall analyze the contractor's bid item breakdown in order to assess the reasonableness of the contractor's proposed cost distribution and evaluate any unacceptable areas of "frontloading".
- A.5.3.9 Upon completion of the cost loading analysis of the preliminary Construction CPM Schedule, the CMF shall submit a detailed activity cost loading report to the contractor for review and approval. The contractor shall certify that the Construction CPM Schedule and cost loading breakdown represent their own plan for completing the project and shall be the basis for all progress payments.
- A.5.3.10 Once the detailed activity cost loading and the preliminary Construction CPM Schedule is approved by the contractor, the CMF shall submit the preliminary Construction CPM Schedule containing all reports, charts and diagrams (as stated in paragraph A.5.3.3) and the detailed activity cost loading report to the Owner for approval.
- A.5.3.11 After the documents have been approved by the Owners Project Director and signed by all parties, the CMF shall forward (6) six copies of the documents to the Owners Project Director, and one copy each to the Design Consultant and the contractor.
- A.5.3.12 Once each month the CMF shall chair a status update meeting with the Owner, Design Consultant and the contractor to gather the update period status information necessary for the CMF's preparation of the revised (updated) Construction CPM Schedule. The contractor shall provide the status of all activities worked on during the update period and identify those activities started by date and those completed by date during the update period, show estimated time required to complete each activity started but not yet completed, show activity percent completed, and reflect any Owner approved changes in the Construction CPM Schedule. After completion of the joint review meeting and the Owner's approval of all entries, the CMF shall update the cost loaded Construction CPM Schedule.
- A.5.3.12.1 During the updating of the Construction CPM Schedule, the CMF shall revise the schedule to include all Owner approved changes in the work and all Owner approved changes in the contractor's activity logic sequencing. The CMF shall also provide schedule recovery analyses to determine what corrective activity sequencing could be used by the contractor to recover lost time from delays and/or change orders, to complete the project as per the approved project completion date.
- A.5.3.13 The updated CPM Schedule shall show:
1. Recommended changes in activity sequencing;
  2. Changes in activity duration for not started or partially completed activities, where agreed upon;
  3. The effect to the network of any delays in any activities in progress, and/or the impact of known delays, which are expected to affect future work;
  4. The effect to the network of the modifications (activity duration, logic and cost estimates);

5. Changes for the purposes of regaining lost time or improving progress; and
6. Changes to milestones, due dates, and the overall contract completion and Project completion date, which have been agreed upon by the Project Director since the last revision of the CPM Schedule.

A.5.3.14 All changes made to the Construction CPM Schedule shall be subject to approval by the Owners Project Director. If the Owners Project Director and the contractor are unable to agree as to the amount of time to be allowed for change order work, or the manner in which the work is to be reflected on the Pure Logic Network Diagrams, the CMF shall reflect the logic and time duration furnished by the contractor for the change order work pending a final decision by the Owners Project Director. When this final decision has been made the CPM Consultant shall revise the CPM schedule in accordance with such decision and issue a final analysis of the effect of the change on the project.

A.5.3.15 The CMF shall, within (5) five working days of the status update meeting, submit to the Owner, Design Consultant and contractor the progress payment information for the update period, in a form acceptable to the Owner.

A.5.3.16 The CMF shall, within (10) ten working days of the status update meeting, submit to the Owner, Design Consultant and contractor the updated Construction CPM Schedule containing all reports, charts and diagrams (as stated in paragraph A.5.3.3) along with a narrative report on the progress of the project construction phase. The narrative report shall include a description of the Design Consultant's and other Owner's consultants' progress during the previous month in terms of completed activities in the plan currently in effect, a description of problem areas, current and anticipated delaying factors and their estimated impact on the performance of other activities and completion dates, and recommendations on corrective action. The monthly narrative report shall also include a description of approved changes made to the schedule, a review of the current project critical path through to project completion, and a comparison of this critical path with previous months' critical paths. The narrative report shall be in bound booklets, indexed and separated as stated herein.

A.5.3.17 Upon final approval of the Owner, the CMF shall forward (6) six copies of the Construction CPM Schedule update documents (as stated in paragraph A.5.3.3) to the Owners Project Director, and one copy each to the Design Consultant and the contractor.

#### A.5.4 BI-WEEKLY PROGRESS MEETINGS

A.5.4.1 Commencing upon submission and approval by the Owner's Project Director of the Construction CPM Schedule and every two weeks thereafter or as required by the Request for Proposal (RFP), the CMF shall conduct a Progress Meetings to discuss and coordinate jobsite issues including, but not limited to, procedures, progress of the work, quality control, site safety, submittals, requests for information, problems and the Construction CPM Schedule. At this meeting, the CMF shall provide bar charts

for the upcoming two weeks based on the detailed information provided in the Construction CPM Schedule.

**B. OWNER'S RIGHTS AND RESPONSIBILITIES**

**B.1 OWNER'S RIGHTS**

- B.1.1 The Owner shall have the right to perform work related to each project and to award contracts in connection with each project that are not part of the CMF's responsibilities under the CMF AGREEMENT. The CMF shall notify the Owner in writing if any such independent actions will in any way compromise the CMF's ability to meet the CMF's responsibilities under the CMF AGREEMENT.
- B.1.2 The Owner shall have the right to accept or reject personnel proposed by the CMF for a project. The CMF shall make a timely and prompt resubmittal to provide other personnel required to replace any that are rejected by the Project Director, both at the initial submittal or any subsequent rejection or substitution of personnel.
- B.1.3 The Owner shall have the right to effect the removal of any of the CMF's employees at any time during the duration of the CMF AGREEMENT if that employee is deemed not to be of the level of competence or ability required under the CMF AGREEMENT, or said employee is for any reason found to be unsuitable for the work. In such case, the CMF shall promptly submit the name and qualifications of a replacement.
- B.1.4 The Owner shall have the right to assign the administration of any or all contracts related to the project from the Owner to any other State Agency or Authority at any time during the life of the project. In doing so, the CMF agrees to continue to perform all contractual work under the CMF AGREEMENT. The CMF shall make no claim against the Owner in the event of such assignment.
- B.1.5 The Owner may make changes, adding to or deducting from the scope of services in the general scope of the CMF AGREEMENT. The Owner may also make changes to the scope of the project, which may give rise to changes in the scope of CMF services.
- B.1.6 The Owner will rely upon the organization, management, skill, cooperation and efficiency of the CMF to provide all facets of contract administration, including monitoring, expediting, reporting and providing all necessary and required construction management services as described in the CMF AGREEMENT.
- B.1.7 Upon presentation by the CMF of a request in writing, the Contracting Officer may review any decision or determination of the Owner as to any claim, dispute or any other matter in question relating to the execution or progress of the CMF's work or the interpretation of the CMF AGREEMENT. Consistent with the intent of the CMF AGREEMENT, the Contracting Officer may schedule a conference for the purpose of settling or resolving such claims, disputes or other matters. Where such a conference

is conducted, the CMF shall be afforded the opportunity to be heard on the matter in question. Following review of the CMF's request, the Owner and the CMF may settle or resolve the disputed matter, provided, however, that any settlement or resolution shall be subject to all requirements imposed by law, including, where applicable, the New Jersey Contractual Liability Act, *N.J.S.A. 59:13-1 et seq.*

## **B.2 OWNER'S RESPONSIBILITIES**

B.2.1 The Contracting Officer (CO) is employed by the State Department of Treasury and is responsible for the administration of the work of the Owner. The CO represents the Owner, either directly or through an appointed representative, in all dealings with the CMF.

B.2.2 The Owner will provide to the CMF information regarding the requirements of each project, including a scope of work, which shall set forth the Owner's objectives, constraints and criteria, including space requirements, special equipment, systems and site requirement, budget constraints and the required date of completion.

B.2.3 The Owner will designate a Project Director authorized to act on the Owner's behalf with respect to each project work order. The Owner's representative has only those duties that are required of an Owner. The responsibility for completion of the project pursuant to the contract documents remains that of the contractor. The responsibility for performance of the CMF's contractual obligations remains with the CMF.

B.2.4 The Owner will retain a Design Consultant whose services, duties, and responsibilities are described in an Agreement, which will be furnished to the CMF upon request.

B.2.5 The Owner will furnish the CMF with one set of all related contract documents as they become available. This includes one set of approved plans and specifications.

B.2.6 The services, information and reports required in the above paragraphs in this Article will be furnished at the Owner's expense.

## **C. CONSTRUCTION COST**

C.1 The limit of funds available for construction (CCE) exclusive of permits, land costs, furnishing, contingencies and professional fees will be provided to the CMF at the time of the work order solicitation.

## **D. CONSULTANT COMPENSATION**

D.1 The CMF will be compensated for professional services in accordance with the specific project work order and with the following terms and conditions:

D.1.1 The lump sum payable to the CMF as established in the work order shall compensate the CMF in full for services as described in the project data, scope and work order.

The start of compensation shall commence with the issuance of the CMF's Notice-to-Proceed for the specific work order and shall terminate as defined in paragraph D.1.4 below.

- D.1.2 The CMF shall submit a payment schedule to the Owner's Project Director for approval prior to submittal of the CMF's first invoice. The schedule should be in detail, assigning a dollar value for each phase of work anticipated on a monthly basis throughout the entire contract.
- D.1.3 The monthly compensation to the CMF shall be paid in accordance with the payment schedule submitted by the CMF and approved by the Owner.
- D.1.4 Duration of services for the CMF regarding this contract shall be as listed in the CMF 003 RFP commencing on the date of the issuance of a Notice of Award. Duration of services by the CMF for each work order shall be listed in the work order, commencing on the date of the issuance of the Notice-to-Proceed for that work order. Unless otherwise ordered by the Owner in writing, the CMF shall initiate its contract work no later than five (5) working days after its receipt of the Notice-to-Proceed. A Notice-to-Proceed may be issued by the Owner at its convenience.
- D.1.5 Should the duration of a project be extended and the Owner provides a request for the continuation of CMF services beyond the contracted duration provided in the specific work order, the CMF agrees to furnish services in accordance with the terms of the RFP and this AGREEMENT for the additional period required to complete the specific project. The Owner shall reimburse the CMF for such additional services in accordance with the approved payment schedule provided in the CMF's amended work order.

**END OF AGREEMENT**