

On **April 23, 2013**, the Division of Property Management and Construction (DPMC) will electronically randomly select from an appropriate pool of its pre-qualified consultants, a short list of firms who will be invited to submit a Technical and Fee Proposal for the following project:

Project #: P1098-00  
Project Name: North Ferry Dock Repair  
Location: Liberty State Park  
Jersey City, NJ – Hudson County

CCE: \$352,000

Contact: Catherine Douglass  
Phone (609) 777-3094  
Fax (609) 777-1970  
e-mail: [catherine.douglass@treas.state.nj.us](mailto:catherine.douglass@treas.state.nj.us)

In order to be included in the random selection process, a firm must be pre-qualified by the DPMC in the following discipline(s) and rating on or prior to Monday, April 22, 2013:

<b>Code</b>	<b>Discipline</b>
P005	Civil Engineering

Technical Proposals will be evaluated by the Selection Committee based upon the following evaluation criteria:

1. Experience of the Firm, Project Team and Key Team Members
2. Project Approach/Understanding of Project
3. The Firm's Approach to Maintaining the Project Schedule

If a firm wishes to participate in the selection process for future projects but is not presently pre-qualified by the DPMC, the firm should submit a DPMC 48A, which may be found at [www.state.nj.us/treasury/dpmc](http://www.state.nj.us/treasury/dpmc).

April 16, 2013

**DEPARTMENT OF THE TREASURY  
DIVISION OF PROPERTY MANAGEMENT & CONSTRUCTION  
REQUEST FOR PROPOSAL**

**DPMC PROJECT NO.:** P1098-00  
**Project Description:** North Ferry Dock Repair  
Liberty State Park  
Jersey City, NJ – Hudson County

**Firms:** McNally Engineering, LLC  
L+C Design Consultants, PA  
Engineering & Land Planning Associates  
LS Engineering Associates Corporation  
BEM Systems Inc.  
Edwards Engineering Group, Inc.  
Carroll Engineering of NJ, LLC  
Civil Dynamics, Inc.  
Leonard Jackson Associates  
CHA Consulting, Inc.

**Second Selection April 30, 2013**

Michael J. Hubschman, PC dba Hubschman E  
LAN Associates  
George C. Stewart Associates, Inc.  
The Reynolds Group, Inc.  
Tectonic Engineering & Surveying  
Malick & Scherer, PC  
Princeton Hydro, LLC

<b>Mandatory Pre-Proposal Meeting/Site Visit: Tuesday, May 7, 2013 at 10:00 a.m.</b>
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<b>Proposal Due Date: NO LATER THAN 2:00 PM, Tuesday, May 21, 2013</b>
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This letter confirms that your firm has been selected from the list of pre-qualified firms in your discipline/specialty category and is invited to submit a proposal for this project. **Attached is the Consultant Proposal Package for this project. The Scope of Work is available on the Division's website at [www.state.nj.us/treasury/dpmc](http://www.state.nj.us/treasury/dpmc).**

The mandatory pre-proposal meeting is scheduled for Tuesday, May 7, 2013 at 10:00 a.m. Consultants shall meet at the North Ferry Dock, Audrey Zapp Road, Liberty State Park, Jersey City, NJ 07305. Only those firms attending the mandatory pre-proposal meeting will be permitted to submit a proposal. For more information on the Scope of Work, please call Don Deluca, DEP Project Manager at (609) 306-1584.

**Please submit an original and three (3) copies of the proposal to:**

Department of Treasury  
Division of Property Management and Construction  
Contracts & Procurement Unit  
33 West State Street, 9th Floor, Plan Room  
Attention: Catherine Douglass  
P.O. BOX 034  
Trenton, New Jersey 08625-0034

**IMPORTANT: PROPOSALS SUBMITTED AFTER THE 2:00 PM DEADLINE WILL NOT BE ACCEPTED**

Subsequent to receipt of this Consultant Proposal Package and the Scope of Work, should your firm decide not to submit a proposal for this project, please notify Catherine Douglass at (609) 777-3094 or fax (609) 777-1970 (email address: [catherine.douglass@treas.state.nj.us](mailto:catherine.douglass@treas.state.nj.us)) as soon as possible so another firm can be contacted to participate.

*Catherine M. Douglass*

*04/30/13*

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Catherine Douglass  
Consultant Selection Coordinator

Date

c: R. Ferrara      K. Smith  
Consultant Selection Committee Members

# **CONSULTANT PROPOSAL PACKAGE**



**STATE OF NEW JERSEY  
DEPARTMENT OF THE TREASURY  
DIVISION OF PROPERTY MANAGEMENT AND CONSTRUCTION  
33 WEST STATE STREET, 9TH FLOOR  
P. O. BOX 034  
TRENTON, NEW JERSEY 08625-0034**

## CONSULTANT PROPOSAL PACKAGE - INSTRUCTIONS

### A. CONTENTS

This Consultant Proposal Package contains the following documents:

- (a) Request for Proposal (Cover Letter and Instructions)
- (b) Key Team Member Project Experience Data Sheet
- (c) Project Key Personnel List
- (d) Sample Technical Proposal Evaluation Form
- (e) Professional Services Fee Proposal
- (f) Consultant Task/Labor/Fee Sheet
- (g) Sub-Consultant Task/Labor/Fee Sheet
- (h) Scope of Work (Available on the DPMC website at [www.state.nj.us/treasury/dpmc](http://www.state.nj.us/treasury/dpmc))
- (i) Agreement Between the State of New Jersey and the Consultant & General Conditions to the Consultant Agreement

### B. GENERAL INFORMATION

The proposal submitted by each consultant will be in two parts:

- 1. Technical Proposal (ONE ORIGINAL PLUS 3 COPIES)
- 2. Fee Proposal (ONE ORIGINAL PLUS 3 COPIES)

Both proposals must be submitted in one envelope. However, the entire fee proposal is to be placed in a **separately sealed envelope** marked "Fee Proposal" with the Division's project number indicated on the envelope.

### C. TECHNICAL PROPOSAL

The Technical Proposal package, which must be completed by the Consultant and returned, consists of the following:

- (a) Cover letter and Firm/Project Team experience
- (b) Organization Chart
- (c) Resumes of Key Team Members
- (d) Key Team Members Project Experience Data Sheet (form enclosed)
- (e) Project Key Personnel List (form enclosed)
- (f) Project Approach
- (g) Project Schedule
- (h) Certificate of Employee Information Report
- (i) Certification of Public Law 2005, Chapter 92

Please ensure that all the above items are addressed in the order presented here in your technical proposal. A sample of the "Technical Evaluation Form" is included in the package for your information. Each firm's technical proposal will be evaluated on the criteria listed on this form to determine your firm's ability to successfully complete the project.

You may include any photos, graphics, etc., that relate to your firm's past experience and qualifications for this project; however, please keep your proposal as concise as possible.

#### (a) Consultant/Sub-Consultant Prequalification

Consultants are randomly selected from the list of firms pre-qualified with the Division of Property Management & Construction (DPMC) in the discipline(s)/specialty category (ies) required for the successful completion of the project as described in the Scope of Work.

Consultants must have in-house capabilities or Sub-Consultants to perform all other prequalified architectural, engineering and/or specialty discipline work as described in the project Scope of

Work. All Sub-Consultants must be appropriately pre-qualified with the DPMC in the specific discipline/specialty category for the work to be performed on the project. A listing of all the prequalified disciplines can be found on DPMC's website at [www.state.nj.us/treasury/dpmc](http://www.state.nj.us/treasury/dpmc).

Consultants and Sub-Consultants must be pre-qualified in the required discipline/specialty category by the **due date of the project proposal**. If, upon review of the proposal, Consultants/Sub-Consultants are determined to be without the appropriate pre-qualification for a particular discipline(s), the proposal will be deemed non-responsive.

(b) **Cover Letter and Firm Experience**

Limit your description of your firm's experience to approximately five projects similar in scope, complexity, construction cost, etc. If sub-consultants are proposed for this project, include their relative experience as well.

(c) **Organization Chart**

The organization chart should include all of the key team members, including sub-consultants (if appropriate), their titles for this project and the firms they represent. For the purpose of this contract, a "key person" is a principal, partner or officer of the firm, project executive, project manager, senior designer or other person represented in the technical proposal as having a responsible role in the successful completion of this project and generally spending 20% or more of their time on any phase of the project.

(d) **Resume**

Include a resume of each key team member.

(e) **Key Team Member Project Experience Data Sheet (Form provided)**

Complete one form for each key team member. Reproduce this form as needed. List the requested information for past projects that are similar in scope to this project.

(f) **Project Key Personnel List (Form provided)**

Complete one sheet providing the information requested and continue on to another sheet only if needed. Do not prepare a separate sheet for each sub-consultant.

Based upon a 40-hour workweek, indicate generally the percentage of time each key person will spend on this project at each phase.

The wage level (1-7) you provide in the right hand column will indicate the level of personnel expertise dedicated to each project phase, thereby assisting the evaluators in their technical evaluations. **Do not include the hourly rates**; only provide the appropriate number 1 thru 7 which reflects the qualification level of the team members. (see attachment 1, "Personnel Levels")

(g) **Project Approach**

Describe your firm's approach to completing the project in accordance with the Scope of Work.

(h) **Project Schedule**

This section must include a bar chart schedule, indicating major project milestones. You may also include a narrative, explaining any techniques you plan to use to meet or reduce the project's proposed schedule.

(i) **Certificate of Employee Information Report**

Pursuant to N.J.A.C. 17:27-1.1 et. seq., all firms contracting with the State of New Jersey must comply with P.L. 1975, c 127, regarding non-discrimination in employment. For your information, a copy of "Exhibit A" detailing these requirements has been attached. Also attached for your information is the State contract policy with respect to the Americans With Disabilities Act.

All firms contracting with the State of New Jersey must provide a copy of the firm's Certificate of Employee Information Report, issued by the NJ Division of Contract Compliance & Equal Employment Opportunity. Please attach a copy of this certificate within your technical proposal.

The application form for the Certificate of Employee Information Report is form AA302 and may be obtained from the Div. of Contract Compliance & EEO's web page which is "[http://www.state.nj.us/treasury/contract\\_compliance/](http://www.state.nj.us/treasury/contract_compliance/)"

**NJ Department of the Treasury  
Division of Contract Compliance & EEO  
P. O. Box 209  
Trenton, NJ 08625-0209  
Phone: 609-292-5475  
FAX: 609-984-4023 or 609-292-1102**

Please make sure the form is filed with the above agency, and include a copy of the form within your technical proposal.

**(i) Certification of Public Law 2005, Chapter 92  
Formerly: Executive Order 129**

In accordance with Public Law 2005, Chapter 92 (N.J.S.A. 52:34-13.2 et seq., superseding Executive Order 129 (2004)) all bidders submitting a proposal shall be required to submit a Source Disclosure Certification that all services will be performed in the United States. The bidder shall disclose the location by country where services under the contract will be performed and any subcontracting of services under the contract and the location by country where any subcontracted services will be performed.

**D. FEE PROPOSAL**

The Fee Proposal package consists of the following:

- (a) Professional Services Fee Proposal (Cover Sheet)**
- (b) Consultant Task/Labor Sheet**
- (c) Sub-consultant Task/Labor Sheet (if needed)**
- (d) Certificates of Required Insurance Coverage**
- (e) Copies of "Proof of Business Registration Certificate," issued by the NJ Division of Revenue, for your firm and any sub-consultants.**
- (f) MacBride Principle Compliance Certification (form attached)**

**(a) Professional Services Fee Proposal (Form provided)**

This document is the cover sheet of your fee proposal. Fill in the dollar amount from your completed task/labor sheets. If you are not using any sub-consultant on this project enter "N/A" on this line. Do not leave any blanks.

The consultant will be responsible for all work requested by the Division in the "Allowance" section of the Scope of Work such as materials testing during construction, surveys, soil test borings, water flow test, electrical tests, geotechnical investigations, etc. If the dollar amount of the allowance is not provided by the Division, you must anticipate all associated costs for this work and include the amount on the line entitled "Allowance for Work Specified by the Division" on the Fee Proposal form. If no allowances are requested by the Division, this line will be marked "N/A."

You may also include an allowance for any additional investigation survey work or testing

which may require the hiring of various contractors to verify “as-built” or existing conditions. If the SOW does not provide for these services but you consider them to be necessary to the success of this project, describe them in your project approach narrative and include your recommended allowance on the line entitled “Allowance Proposed by Consultant.” Contractors (Tradesmen) hired by your firm to do the work directly under your supervision do not need to be pre-qualified by the Division. If you have no additional recommended allowance, enter “N/A” on this line. Do not leave any blanks.

**(b) Consultant Task/Labor Fee Sheet**  
**(c) and Sub Consultant Task/Labor/Fee Sheet (Form provided)**

Your proposal is based upon a lump sum amount for all professional services indicated and includes all required site visits, office support and reproduction expenses.

It is your responsibility to ensure that your sub-consultants participate in all appropriate phases of the project. Therefore, you must anticipate the amount of hours required by your sub-consultants for each project phase (including attendance at the various design and construction job meetings, site visits, close out activities, etc.). These hours of effort must be determined by you from the Project’s Scope of Work and must be included on the “Consultant Task/Labor/Fee Sheet” for each sub-consultant identified. The hours of effort for each project phase or task by discipline submitted on the Task/Labor Tally Sheet will be used by the Selection Committee in their evaluation of your fee proposal.

During the project, the only tasks that will be monitored for actual hours spent on this project and subject to audit are those tasks or deliverables that are clearly delineated in the SOW, such as attendance at a specific number of meetings, site visits or the submission of the proper number of contract documents specified.

Include the reproduction costs by phase on this form. These costs are included in your lump sum fee and therefore will not be treated as a reimbursable expense.

If you are not using sub-consultants on the project, do not submit the Sub-Consultant form.

**(d) Required Insurance Certificates**

During the project, your firm is required to secure and maintain in force insurance coverage for: Comprehensive General Liability, Comprehensive Automobile Liability (if applicable), Workers Compensation, and Professional Liability. Proof of this coverage must be submitted with your fee proposal. See the attached “Insurance Requirements” excerpt from the “General Conditions to the Consultant Agreement.”

Check the lower left hand corner of the “Professional Services Fee Proposal Form” for the required Professional Liability insurance limits for this contract to make certain that your policy meets the limits.

**(e) Mac Bride Principles Compliance Certificate**

Complete this form, sign and date.

**(f) Revenue Certificate**

Copies of “Proof of Business Registration Certificate,” issued by the NJ Division of Revenue, for your firm and any sub-consultants.

## **E. SUBMISSION**

When all of the above fee proposal items are completed, place an original and three copies of the fee proposal in the separately sealed envelope provided marked "Fee Proposal" with the project number indicated on the envelope. This envelope should then be enclosed in another envelope containing the Technical Proposal and sent to the address noted on the "Request for Proposal". **DO NOT INCLUDE ANY FEE INFORMATION IN YOUR TECHNICAL PROPOSAL. ONLY INCLUDE THE HOURLY WAGE RATE LEVELS ON THE "PROJECT KEY PERSONNEL LIST" IN YOUR TECHNICAL PROPOSAL. INCLUSION OF FEE INFORMATION WITHIN THE TECHNICAL PROPOSAL WILL RESULT IN THE REJECTION OF THE CONSULTANT'S ENTIRE SUBMISSION.**

## **F. EVALUATION, NEGOTIATION AND AWARD**

Subsequent to the evaluation and ranking of the technical proposals by the Selection Committee, the fee proposals will be opened and negotiations, if necessary, will begin with the technically ranked number one firm. Once the final fee proposal for this project is accepted, the DPMC Contracting Officer will award the contract to the firm considered to offer the best value to the State.

Upon award, the successful firm will receive a "Notice of Award/Notice to Proceed" letter from the DPMC Assistant Deputy Director and the unsuccessful firms will receive letters informing them of the award.

In accordance with Public Law 2005, Chapter 51 (formerly Executive Order 134), all consultants with which the State intends to contract must complete and submit the "Contractor Certification and Disclosure of Political Contributions" form (Form DPPc51, copy and instructions attached). If your firm is selected for this project, prior to contract award, you must submit this information for your firm as a business entity, as well as for each principal of your firm who owns or controls 10% or more of a business entity or 10% or more of its stock in the case of a corporation for profit. For a sole proprietorship, one form encompassing both owner and firm will suffice.

The successful consultant must also adhere to all continuing obligations contained in this law regarding contributions and disclosures as required. For more information on Public Law 2005, Chapter 51, please visit the website: <http://www.state.nj.us/treasury/purchase/forms.htm#eo134>

After the contract is awarded, all firms are welcome to review the proposals and evaluation documents regarding this project. Firms can schedule this review by contacting the Consultant Selection Coordinator for this project in advance for an appointment to review the documents.

## **G. REVISIONS/CHANGES**

Your firm will be notified of any revisions, changes or additions to this Request for Proposal, Consultant Proposal Package and/or project Scope of Work prior to the due date for the Technical and Fee Proposals.

**ATTACHMENT 1**  
**PERSONNEL LEVELS**

**LEVEL 7**

**Title:** **Principal, partner or officer of the firm**  
**Duties:** Overall responsibility for the legal, technical and financial obligation of the firm.

**Qualifications:** Current License in applicable discipline, if required by law.  
**Experience:** N/A

**LEVEL 6**

**Title:** **Project Executive**  
**Duties:** Under direct leadership of principal, controls project scheduling and management.

**Qualifications:** Current license in applicable discipline, if required by law.  
**Experience:** N/A

**LEVEL 5**

**Title:** **Project Manager**  
**Duties:** Under direction of Project Executive, directs day-to-day operations of the project, scheduling deadlines, group work activities, etc.

**Qualifications:** BA, BS degree or equivalent experience.  
**Experience:** Minimum 7 years.

**LEVEL 4**

**Title:** **Senior Designer; Senior Engineer**  
**Duties:** Under supervision of Project Manager, reviews project elements to conform to project requirements, directs designer and others on projects.

**Qualifications:** BA, BS degree or equivalent experience.  
**Experience:** Minimum 5 years

**LEVEL 3**

**Title:** **Designer; Abatement Service Technician**  
**Duties:** Under supervision of Designer or Engineer takes designed systems and layout data and sketches and translates into usable information on construction documents or feasibility studies.

**Qualifications:** BA, BS degree or equivalent experience; AST certification, if required.  
**Experience:** Minimum 3 years

**LEVEL 2**

**Title:** **Designer/Draftsperson**  
**Duties:** Takes simple systems and layout data and sketches and translates into usable information; performs drafting as required for construction documents, etc.

**Qualifications:** High School Graduate, Technical School, or equivalent, with courses in discipline.  
**Experience:** Minimum 3 years direct work experience within discipline.

**LEVEL 1**

**Title:** **Draftsperson**  
**Duties:** Performs all entry level tasks: Assembles tracings for review, printing; keeps logs of tracings, shop drawings; performs tracing and drafting chores, etc.

**Qualifications:** High School Graduate, Technical School or equivalent with courses in discipline.  
**Experience:** N/A

## **MAC BRIDE PRINCIPLES COMPLIANCE CERTIFICATION**

*Pursuant to Public Law 1995, c.134, a responsible consultant selected, after public bidding, by the Director of the Division of Property Management and Construction, pursuant to N.J.S.A. 52:32-2, must complete the certification below by checking one of the two representations listed and signing where indicated. If a consultant who would otherwise be awarded a contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the contract or agreement to another consultant who has completed the certification and has submitted a fee proposal within five (5) percent of the most advantageous fee proposal. If the Director finds the consultant to be in violation of the principles which are the subject of this law, he shall take such action as may be appropriate and provided for by law, rule or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the consultant in default and seeking debarment or suspension of the consultant.*

I certify, pursuant to N.J.S.A. 52:34-12.2, that the entity for which I am authorized to bid:

\_\_\_\_\_ has no ongoing business activities in Northern Ireland and does not maintain a physical presence therein through the operation of offices, plants, factories, or similar facilities, either directly or indirectly, through intermediaries, subsidiaries or affiliated companies over which it maintains effective control; or

\_\_\_\_\_ will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.8 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

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Signature of Consultant

Dated:

# AMERICANS WITH DISABILITIES ACT

## State Contract Language

### Equal Opportunity for Individuals with Disabilities

The CONTRACTORS and the STATE do hereby agree that the provision of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S12101 et, seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the STATE pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event that the CONTRACTOR, its agents, servants, employees or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the STATE in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect, and save harmless the STATE, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the STATE's grievance procedure, the CONTRACTOR agrees to abide by any decision of the STATE which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the STATE, or if the STATE incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

The STATE shall, as soon as practicable after a claim has been made against it, give written notice thereof to the CONTRACTOR along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the STATE or any of its agents, servants, and employees, the STATE shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the STATE of its representatives.

It is expressly agreed and understood that any approval by the STATE of the services provided by the CONTRACTOR pursuant to this contract will not relieve the CONTRACTOR of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the STATE pursuant to this paragraph.

It is further agreed and understood that the STATE assumes no obligation to indemnify or save harmless the CONTRACTOR, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the CONTRACTOR expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the CONTRACTOR's obligations assumed in this Agreement, nor shall they be construed to relieve the CONTRACTOR from any liability, nor preclude the STATE from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

**EXHIBIT A**

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)**

**N.J.A.C. 17:27**

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval  
Certificate of Employee Information Report  
Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

# Routine Contract Technical Proposal Evaluation

**PROJECT:** North Ferry Dock Repair

**DPMC NUMBER:** P1098-00

**FIRM:** \_\_\_\_\_

**RETURN BY:** \_\_\_\_\_

<b>CRITERIA</b> <i>Provide comments in each criteria area to justify point score</i>	<b>MAX. POINTS</b>	<b>POINTS</b>
<b><i>FIRM EXPERIENCE</i></b>	<b>30</b>	
<b><i>PROJECT TEAM EXPERIENCE</i></b>	<b>30</b>	
<b><i>PROJECT APPROACH</i></b>	<b>30</b>	
<b><i>PROJECT SCHEDULE</i></b>	<b>10</b>	
<b>FINAL SCORE</b>		

                  1                  2                  3                    
 EVALUATOR

\_\_\_\_\_  
DATE

\_\_\_\_\_  
RECEIVED & RECORDED BY

\_\_\_\_\_  
DATE

# Public Law 2005, Chapter 92

Formerly: Executive Order 129

## SOURCE DISCLOSURE CERTIFICATION FORM

Bidder: \_\_\_\_\_

I hereby certify and say:

I have personal knowledge of the facts set forth herein and am authorized to make this Certification on behalf of the Bidder.

The Bidder submits this Certification as part of a bid proposal in response to the referenced solicitation issued by the State of New Jersey, Department of Treasury, Division of Property Management and Construction (DPMC), in accordance with the requirements of Public Law 2005, Chapter 92, (N.J.S.A. 52:34-13.2 et seq., superseding Executive Order 129 (2004)).

The following is a list of every location where services will be performed by the bidder and all subcontractors.

<u>Bidder or Subcontractor</u>	<u>Description of Services</u>	<u>Performance Location(s) by Country</u>
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Any changes to the information set forth in this Certification during the term of any contract awarded under the referenced Project Number will be immediately reported by the Bidder to the Contract Compliance Unit in the DPMC, Department of Treasury, State of New Jersey, PO Box 034, Trenton, NJ 08625.

I understand that, after award of a contract to the Bidder, it is determined that the Bidder has shifted services declared above to be provided within the United States to sources outside the United States, prior to a written determination by the Director, Division of Property Management and Construction, that extraordinary circumstances require the shift of services or that the failure to shift the services would result in economic hardship to the State of New Jersey, the Bidder shall be deemed in breach of contract, which contract will be subject to termination for cause under its contract with DPMC.

I further understand that this Certification is submitted on behalf of the Bidder in order to induce DPMC to accept a bid proposal, with knowledge that the State of New Jersey and DPMC are relying upon the truth of the statements contained herein.

I certify that, to the best of my knowledge and belief, the foregoing statements by me are true. I am aware that if any of the statements are willfully false, I am subject to punishment.

Bidder: \_\_\_\_\_

[Name of Organization or Entity]

By: \_\_\_\_\_

Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

# **SCOPE OF WORK**

## **North Ferry Dock Repair**

Liberty State Park  
Jersey City, Hudson County, N.J.

## **PROJECT NO. P1098-00**

## **STATE OF NEW JERSEY**

Honorable Chris Christie, Governor  
Honorable Kim Guadagno, Lt. Governor

## **DEPARTMENT OF THE TREASURY**

Andrew P. Sidamon-Eristoff, Treasurer



## **DIVISION OF PROPERTY MANAGEMENT AND CONSTRUCTION**

Steven Sutkin, Director

**Date: March 26, 2013**

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**PROJECT NAME: North Ferry Dock Repair**  
**PROJECT LOCATION: Liberty State Park**  
**PROJECT NO: P1098-00**  
**DATE: March 26, 2013**

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## **I. OBJECTIVE**

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The objective of this project is to repair damage caused by Hurricane Sandy to the north ferry dock at Liberty State Park.

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## **II. CONSULTANT QUALIFICATIONS**

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### **A. CONSULTANT & SUB-CONSULTANT PRE-QUALIFICATIONS**

The Consultant shall be a firm pre-qualified with the Division of Property Management & Construction (DPMC) in the P005 Civil Engineering Professional Discipline and have in-house capabilities or Sub-Consultants pre-qualified with DPMC in all other Architectural, Engineering and Specialty Disciplines necessary to complete the project as described in this Scope of Work (SOW).

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## **III. PROJECT BUDGET**

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### **A. CONSTRUCTION COST ESTIMATE (CCE)**

The initial Construction Cost Estimate (CCE) for this project is \$352,000.

The Consultant shall review this Scope of Work and provide a narrative evaluation and analysis of the accuracy of the proposed project CCE in their technical proposal based on their professional experience and opinion.

### **B. CURRENT WORKING ESTIMATE (CWE)**

The Current Working Estimate (CWE) for this project is \$459,168.

The CWE includes the construction cost estimate and all consulting, permitting and administrative fees.

The CWE is the Client Agency's financial budget based on this project Scope of Work and shall not be exceeded during the design and construction phases of the project unless DPMC approves the change in Scope of Work through a Contract amendment.

### **C. COST ESTIMATING**

On projects with a CCE under \$750,000, the estimate may be prepared by the Consultant's in-house staff or their Sub-Consultant's staff during each design phase of the project. However, if the CCE is \$750,000 or larger, the Consultant or Sub-Consultant providing the estimate must be pre-qualified with DPMC in the P025 Estimating/Cost Analysis Specialty Discipline.

All cost estimates shall be adjusted for regional location, site factors, construction phasing, premium time, building use group, location of work within the building, temporary swing space, security issues, and inflation factors based on the year in which the work is to be performed.

All cost estimates must be submitted on a DPMC-38 Project Cost Analysis form at each design phase of the project with a detailed construction cost analysis in CSI format (2004 Edition) for all appropriate divisions and sub-divisions. The Project Manager will provide cost figures for those items which may be in addition to the CCE such as art inclusion, CM services, etc. and must be included as part of the CWE. This cost analysis must be submitted for all projects regardless of the Construction Cost Estimate amount.

### **D. CONSULTANT'S FEES**

The construction cost estimate for this project *shall not* be used as a basis for the Consultant's design and construction administration fees. The Consultant's fees shall be based on the information contained in this Scope of Work document and the observations made and/or the additional information received during the pre-proposal meeting.

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## **IV. PROJECT SCHEDULE**

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### **A. SCOPE OF WORK DESIGN & CONSTRUCTION SCHEDULE**

The following schedule identifies the estimated design and construction phases for this project and the estimated durations.

<b><u>PROJECT PHASE</u></b>	<b><u>ESTIMATED DURATION (Calendar Days)</u></b>	
<b>1. Schematic Design Phase</b>	<b>25% (Minimum)</b>	<b>60</b>
• <i>Project Team &amp; DPMC Plan/Code Unit Review &amp; Comment</i>		14
<b>2. Final Design Phase</b>	<b>100%</b>	<b>30</b>
• <i>Project Team &amp; DPMC Plan/Code Unit Review &amp; Approval</i>		14

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<b>3. Permit Application Phase</b>	<b>7</b>
• <i>Issue Plan Release</i>	
<b>4. Bid Phase</b>	<b>42</b>
<b>5. Award Phase</b>	<b>28</b>
<b>6. Construction Phase</b>	<b>120</b>

## **B. CONSULTANT’S PROPOSED DESIGN & CONSTRUCTION SCHEDULE**

The Consultant shall submit a project design and construction bar chart schedule with their technical proposal that is similar in format and detail to the schedule depicted in **Exhibit ‘A’**. The bar chart schedule developed by the Consultant shall reflect their recommended project phases, phase activities, activity durations.

The Consultant shall estimate the duration of the project Close-Out Phase based on the anticipated time required to complete each deliverable identified in Section XIV of this document entitled “Contract Deliverables - Project Close-Out Phase” and include this information in the bar chart schedule submitted.

A written narrative shall also be included with the technical proposal explaining the schedule submitted and the reasons why and how it can be completed in the time frame proposed by the Consultant.

This schedule and narrative will be reviewed by the Consultant Selection Committee as part of the evaluation process and will be assigned a score commensurate with clarity and comprehensiveness of the submission.

## **C. CONSULTANT DESIGN SCHEDULE**

The Project Manager will issue the Consultant’s approved project schedule at the first design kickoff meeting. This schedule will be binding for the Consultant’s activities and will include the start and completion dates for each design activity. The Consultant and Project Team members shall use this schedule to ensure that all design milestone dates are being met for the project. The Consultant shall update the schedule to reflect performance periodically (minimally at each design phase) for the Project Team review and approval. Any recommendations for deviations from the approved design schedule must be explained in detail as to the causes for the deviation(s) and impact to the schedule.

#### **D. BID DOCUMENT CONSTRUCTION SCHEDULE**

The Consultant shall include a construction schedule in Division 1 of the specification bid document. This schedule shall contain, at minimum, the major activities and their durations for each trade specified for the project. This schedule shall be in “bar chart” format and will be used by the Contractors as an aid in determining their bid price. It shall reflect special sequencing or phased construction requirements including, but not limited to: special hours for building access, weather restrictions, imposed constraints caused by Client Agency program schedules, security needs, lead times for materials and equipment, anticipated delivery dates for critical items, utility interruption and shut-down constraints, and concurrent construction activities of other projects at the site and any other item identified by the Consultant during the design phases of the project.

#### **E. CONTRACTOR CONSTRUCTION PROGRESS SCHEDULE**

The Contractor shall be responsible for preparing a coordinated combined progress schedule with the Sub-Contractors after the award of the contract. This schedule shall meet all of the requirements identified in the Consultant’s construction schedule. The construction schedule shall be completed in accordance with the latest edition of the Instructions to Bidders and General Conditions entitled, “Article 9, Construction Progress Schedule” (No CPM).

The Consultant must review and analyze this progress schedule and recommend approval/disapproval to the Project Team until a satisfactory version is approved by the Project Team. The Project Team must approve the baseline schedule prior to the start of construction and prior to the Contractor submitting invoices for payment.

The Consultant shall note in Division 1 of the specification that the State will not accept the progress schedule until it meets the project contract requirements and any delays to the start of the construction work will be against the Contractor until the date of acceptance by the State.

The construction progress schedule shall be reviewed, approved, and updated by the Contractor of schedule, Consultant, and Project Team members at each regularly scheduled construction job meeting and the Consultant shall note the date and trade(s) responsible for project delays (as applicable).

## V. PROJECT SITE LOCATION & TEAM MEMBERS

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### A. PROJECT SITE ADDRESS

The location of the project site is:

Liberty State Park  
200 Morris Pesin Drive  
Jersey City, NJ 07305

See **Exhibit 'B'** for the project site map.

### B. PROJECT TEAM MEMBER DIRECTORY

The following are the names, addresses, and phone numbers of the Project Team members.

#### 1. Department of Environmental Protection:

Name:	<u>Donald Deluca, Project Manager</u>
Address:	<u>Department of Environmental Protection</u> <u>275 Freehold-Englishtown Road</u> <u>Englishtown, New Jersey 07726</u>
Phone No:	<u>(609) 306-1584</u>
E-Mail No:	<u>donald.deluca@dep.state.nj.us</u>

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## VI. PROJECT DEFINITION

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### A. BACKGROUND

Liberty State Park is located in Jersey City along the Hudson River and is one of the most visited state parks in New Jersey. In addition to outdoor passive recreational opportunities, the park is also the home of the Liberty Science Center and the historic Central Railroad of New Jersey (CRRNJ) Terminal. The terminal and ferry slips are used by the National Park Service to provide ferry service to Ellis Island and the Statue of Liberty. Prior to Hurricane Sandy, the only ferry slip that was used was the northern most slip. The adjoining slip to the south has been renovated but is not in use. See **Exhibit 'C'**.

During Hurricane Sandy in October 2012, the north ferry dock at the CRRNJ Terminal was damaged and became non-operational.

The ferry slips and the CRRNJ Terminal are listed on the State and National Registers of Historic Places.

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## **VII. CONSULTANT DESIGN RESPONSIBILITIES**

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### **A. DESIGN CRITERIA**

Repair the area at the interface between the concrete paver walkway surface and the concrete capped steel sheet pile wall return, at the interface with the north end of the Ferry Dock abutment. Given the significant amount of sub-grade material that was displaced, there is a void between the steel sheet pile and the concrete bulkhead which must be filled and properly designed. Onsite engineering may be required during construction to develop a suitable means of sealing the interface between the steel sheet pile and the concrete bulkhead.

Remove and replace damaged concrete walkway.

Existing wood block pavers have been removed. Consultant shall coordinate with SHPO for a suitable replacement for the entire Ferry Dock platform and provide design documents for the installation of new pavers.

Repair the double-brick border around the perimeter of the concrete deck area, between the concrete paver section and the wood deck section.

Remove and replace the entire railing system.

Replace the displaced wood decking and secure wood deck boards that were lifted off their supports. The wood decking is supported on sleepers over a concrete sub-structure that displays signs of deterioration and cracking. Replace damaged concrete sub-structure and associated connections.

Replace the electrical wiring and conduit along the entire length of the Dock back to the nearest manhole. Replace all light fixtures and poles to withstand high wind loads. Use energy efficient LED light fixtures and provide for instant restart in the event of a power interruption.

### **B. GENERAL DESIGN OVERVIEW**

#### **1. Design Detail:**

Section VII of this Scope of Work is intended as a guide for the Consultant to understand the overall basic design requirements of the project and is not intended to identify each specific design component related to code and construction items. The Consultant shall provide those details during the design phase of the project ensuring that they are in compliance with all applicable codes, regulating authorities, and the guidelines established in the DPMC Procedures for Architects and Engineers Manual.

The Consultant shall understand that construction documents submitted to DPMC shall go beyond the basic requirements set forth by the current copy of the Uniform Construction Code NJAC 5:23-2.15(f). Drawings and specifications shall provide detail beyond that required to merely show the nature and character of the work to be performed. The construction documents shall provide sufficient information and detail to illustrate, describe and clearly delineate the design intent of the Consultant and enable all Contractors to uniformly bid the project.

The Consultant shall ensure that all of the design items described in this scope of work are addressed and included in the project drawings and specification sections where appropriate.

It shall be the Consultant's responsibility to provide all of the design elements for this project. Under no circumstance may they delegate the responsibility of the design; or portions thereof, to the Contractor unless specifically allowed in this Scope of Work.

## **2. Specification Format:**

The Consultant shall ensure that the project design specifications are formatted in the revised and expanded version of the Construction Specifications Institute (CSI) format entitled "Master Format 2004 Edition: Numbers and Titles."

The Consultant shall review all of the CSI Master Format 2004 specification sections listed and remove those that do not apply and edit those that remain so they are consistent and specific to this project scope of work.

## **C. PROJECT COMMENCEMENT**

A pre-design meeting shall be scheduled with the Consultant and the Project Team members at the commencement of the project to obtain and/or coordinate the following information:

### **1. Project Directory:**

Develop a project directory that identifies the name and phone number of key designated representatives who may be contacted during the design and construction phases of this project.

### **2. Site Access:**

Develop procedures to access the project site and provide the names and phone numbers of approved escorts when needed. Obtain copies of special security and policy procedures that must be followed during all work conducted at the facility and include this information in Division 1 of the specification.

**3. Project Coordination:**

Review and become familiar with any current and/or future projects at the site that may impact the design, construction, and scheduling requirements of this project. Incorporate all appropriate information and coordination requirements in Division 1 of the specification.

**4. Existing Documentation:**

Review any documents and any additional information that may be provided at a later date such as reports, studies, surveys, equipment manuals, as-built drawings, etc. The State does not attest to the accuracy of the information provided and accepts no responsibility for the consequences of errors by the use of any information and material contained in the documentation provided. It shall be the responsibility of the Consultant to verify the contents and assume full responsibility for any determination or conclusion drawn from the material used. If the information provided is insufficient, the Consultant shall take the appropriate actions necessary to obtain the additional information required.

All original documentation shall be returned to the provider at the completion of the project.

**5. Scope of Work:**

Review the design and construction administration responsibilities and the submission requirements identified in this Scope of Work with the Project Team members. Items such as: contract deliverables, special sequencing or phased construction requirements, special hours for construction based on Client Agency programs or building occupancy, security needs, delivery dates of critical and long lead items, utility interruptions or shut down constraints for tie-ins, weather restrictions, and coordination with other project construction activities at the site shall be addressed.

This information and all general administrative information; including a narrative summary of the work for this project, *shall be included in Division 1* of the specification. The Consultant shall assure that there are no conflicts between the information contained in Division 1 of the specification and the DPMC General Conditions.

**6. Project Schedule:**

Review and update the project design and construction schedule with the Project Team members.

## **D. BUILDING & SITE INFORMATION**

The following information shall be included in the project design documents.

### **1. Building Classification:**

Provide the building Use Group Classification and Construction Type on the appropriate design drawing.

### **2. Building Block & Lot Number:**

Provide the site Block and Lot Number on the appropriate design drawing.

### **3. Building Site Plan:**

Only when the project scope involves site work, or when the design triggers code issues that require site information to show code compliance, shall a site plan be provided that is drawn in accordance with an accurate boundary line survey. The site plan shall include, but not be limited to, the following as may be applicable:

- The size and location of new and existing buildings and additions as well as other structures.
- The distance between buildings and structures and to lot lines.
- Established and new site grades and contours as well as building finished floor elevations.
- New and existing site utilities, site vehicular and pedestrian roads, walkways and parking areas.

### **4. Site Location Map:**

Provide a site location map on the drawing cover sheet that identifies the vehicular travel routes from major roadways to the project construction site and the approved access roads to the Contractor's worksite staging area.

## **E. DESIGN MEETINGS & PRESENTATIONS**

### **1. Design Meetings:**

Conduct the appropriate number of review meetings with the Project Team members during each design phase of the project so they may determine if the project meets their requirements, question any aspect of the contract deliverables, and make changes where appropriate. The Consultant shall describe the philosophy and process used in the development of the design criteria and the various alternatives considered to meet the project objectives. Selected studies, sketches, cost estimates, schedules, and other relevant information shall be presented to support

the design solutions proposed. Special considerations shall also be addressed such as: Contractor site access limitations, utility shutdowns and switchover coordination, phased construction and schedule requirements, security restrictions, available swing space, material and equipment delivery dates, etc.

It shall also be the responsibility of the Consultant to arrange and require all critical Sub-Consultants to be in attendance at the design review meetings.

Record the minutes of each design meeting and distribute within seven (7) calendar days to all attendees and those persons specified to be on the distribution list by the Project Manager.

## **2. Design Presentations:**

The minimum number of design presentations required for each phase of this project is identified below for reference:

Schematic Phase: One (1) oral presentation at phase completion.

Final Design Phase: One (1) oral presentation at phase completion.

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## **VIII. CONSULTANT CONSTRUCTION RESPONSIBILITIES**

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### **A. GENERAL CONSTRUCTION ADMINISTRATION OVERVIEW**

This section of the Scope of Work is intended as a guide for the Consultant to understand their overall basic construction administration responsibilities for the project and does not attempt to identify each specific activity or deliverable required during this phase. The Consultant shall obtain that information from the current publication of the DPMC Procedures for Architects and Engineers Manual and any additional information provided during the Consultant Selection Process.

### **B. PRE-BID MEETING**

The Consultant shall attend, chair, record and distribute minutes of the Contractor pre-bid meetings. When bidders ask questions that may affect the bid price of the project, the Consultant shall develop a Bulletin(s) to clarify the bid documents in the format described in the Procedures for Architects and Engineers Manual, Section 9.2 entitled "Bulletins." These Bulletins must be sent to DPMC at least seven (7) calendar days prior to the bid opening date. DPMC will then distribute the document to all bidders.

## **C. BID OPENING**

The Consultant must attend the bid opening held at the designated location.

In the event that the construction bids received exceed the Consultant's approved final cost estimate by 5% or more, the Consultant shall redesign and/or set up sufficient approved alternate designs, plans and specifications for the project work, to secure a bid that will come within the allocation specified by the State without impacting the programmatic requirements of the project. Such redesign work and changes to plans, including reproduction costs for submission in order to obtain final approval and permits, shall be undertaken by the Consultant at no additional cost to the State.

## **D. POST BID REVIEW MEETING, RECOMMENDATION FOR AWARD**

The Consultant; in conjunction with the Project Manager, shall review the bid proposals submitted by the various Contractors to determine the low responsible bid for the project. The Consultant; in conjunction with the Project Manager, shall develop a post bid questionnaire based on the requirements below and schedule a post bid review meeting with the Contractor's representative to review the construction costs and schedule, staffing, and other pertinent information to ensure they understand the Scope of the Work and that their bid proposal is complete and inclusive of all requirements necessary to deliver the project in strict accordance with the plans and specifications.

### **1. Post Bid Review:**

Review the project bid proposals including the alternates, unit prices, and allowances within seven (7) calendar days from the bid due date. Provide a bid tabulation matrix comparing all bids submitted and make a statement about the high, low, and average bids received. Include a comparison of the submitted bids to the approved current construction cost estimate. When applicable, provide an analysis with supporting data, detailing why the bids did not meet the construction cost estimate.

### **2. Review Meeting:**

Arrange a meeting with the apparent low bid Contractor to discuss their bid proposal and other issues regarding the award of the contract. Remind the Contractor that this is a Lump Sum bid. Request the Contractor to confirm that their bid proposal does not contain errors. Review and confirm Alternate pricing and Unit pricing and document acceptance or rejection as appropriate.

Comment on all omissions, qualifications and unsolicited statements appearing in the proposals. Review any special circumstances of the project. Ensure the Contractor's signature appears on all post bid review documents.

### **3. Substitutions:**

Inquire about any potential substitutions being contemplated by the Contractor and advise them of the State's guidelines for the approval of substitutions and the documentation required. Review the deadline and advise the Contractor that partial submissions are not acceptable. Submission after the deadline may be rejected by the State.

Equal substitutions that are proposed by the Contractor that are of lesser value must have a credit change order attached with the submittal (See Article 4 of the General Conditions). The State has the right to reject the submission if there is no agreement on the proposed credit. Contractor will be responsible to submit a specified item.

### **4. Schedule:**

Confirm that the Contractor is aware of the number of calendar days listed in the contract documents for the project duration and that the Contractor's bid includes compliance with the schedule duration and completion dates. Particular attention shall be given to special working conditions, long lead items and projected delivery dates, etc. Review project milestones (if applicable). This could give an indication of Contractor performance, but not allow a rejection of the bid.

Review the submittal timeframes per the Contract documents. Ask the Contractor to identify what products will take over twenty-eight (28) calendar days to deliver from the point of submittal approval.

### **5. Performance:**

Investigate the past performance of Contractor by contacting Architects and owners (generally three of each) that were listed in their DPMC pre-qualification package and other references that may have been provided. Inquire how the Contractor performed with workmanship, schedule, project management, change orders, cooperation, paper work, etc.

### **6. Letter of Recommendation:**

The Consultant shall prepare a Letter of Recommendation for contract award to the Contractor submitting the low responsible bid within three (3) calendar days from the post bid review meeting. The document shall contain the project title, DPMC project number, bid due date and expiration date of the proposal. It shall include a detailed narrative describing each post bid meeting agenda item identified above and a recommendation to award the contract to the apparent low bid Contractor based on the information obtained during that meeting. Describe any acceptance or rejection of Alternate pricing and Unit pricing.

Comment on any discussion with the Contractor that provides a sense of their understanding of the project and any special difficulties that they see, and how they might approach those problems.

Attach all minutes of the Post bid meeting and any other relevant correspondence with the Letter of Recommendation and submit them to the Project Manager.

#### **7. Conformed Drawings:**

The Consultant shall prepare and distribute two (2) sets of drawings stamped “Conformed Drawings” to the Project Manager that reflect all Bulletins and/or required changes, additions, and deletions to the pertinent drawings within fourteen (14) calendar days of the construction contract award date.

Any changes made in Bulletins, meeting minutes, post bid review requirements shall also be reflected in the specification.

### **E. DIRECTOR’S HEARING**

The Consultant must attend any Director’s hearing(s) if a Contractor submits a bid protest. The Consultant shall be present to interpret the intent of the design documents and answer any technical questions that may result from the meeting. In cases where the bid protest is upheld, the Consultant shall submit a new “Letter of Recommendation” for contract award. The hours required to attend the potential hearings and to document the findings shall be estimated by the Consultant and the costs will be included in the base bid of their fee proposal.

### **F. CONSTRUCTION JOB MEETINGS, SCHEDULES, LOGS**

The Consultant shall conduct all of the construction job meetings, to be held bi-weekly for the duration of construction, in accordance with the procedures identified in the A/E manual and those listed below.

#### **1. Meetings:**

The Consultant and Sub-Consultant(s) shall attend the pre-construction meeting and all construction job meetings during the construction phase of the project. The Consultant shall chair the meeting, transcribe and distribute the job-meeting minutes for every job meeting to all attendees and to those persons specified to be on the distribution list by the Project Manager. The Agenda for the meeting shall include, but not be limited to the items identified in the Procedures for Architects and Engineers Manual, Section 10.3.1, entitled “Agenda.”

Also, the Consultant is responsible for the preparation and distribution of minutes within three (3) calendar days of the meeting. The format to be used for the minutes shall comply with those

identified in the “Procedures for Architects and Engineers Manual,” Section 10.3.4, entitled, “Format of Minutes.” All meeting minutes are to have an “action” column indicating the party that is responsible for the action indicated and a deadline to accomplish the assigned task. These tasks must be reviewed at each job progress meeting until it is completed and the completion date of each task shall be noted in the minutes of the meeting following the task completion.

## **2. Schedules:**

The Consultant; with the input from the Client Agency Representative and Project Manager, shall review and recommend approval of the project construction schedule prepared by the Contractor. The schedule shall identify all necessary start and completion dates of construction, construction activities, submittal process activities, material deliveries and other milestones required to give a complete review of the project.

The Consultant shall record any schedule delays, the party responsible for the delay, the schedule activity affected, and the original and new date for reference.

The Consultant shall ensure that the Contractor provides a two (2) week “look ahead” construction schedule based upon the current monthly updated schedule as approved at the bi-weekly job meetings and that identifies the daily planned activities for that period. This Contractor requirement must also be included in Division 1 of the specification for reference.

## **3. Submittal Log:**

The Consultant shall develop and implement a submittal log that will identify all of the required project submittals as identified in the design specification. The dates of submission shall be determined and approved by all affected parties during the pre-construction meeting.

Examples of the submissions to be reviewed and approved by the Consultant and Sub-Consultant (if required) include: shop drawings, change orders, Request for Information (RFI), equipment and material catalog cuts, spec sheets, product data sheets, MSDS material safety data sheets, specification procedures, color charts, material samples, mock-ups, etc. The submittal review process must be conducted at each job progress meeting and shall include the Consultant, Sub-Consultant, Contractor, Project Manager, and designated representatives of the Client Agency.

The Consultant shall provide an updated submittal log at each job meeting that highlights all of the required submissions that are behind schedule during the construction phase of the project.

## **G. CONSTRUCTION SITE ADMINISTRATION SERVICES**

The Consultant and Sub-Consultant(s) shall provide construction site administration services during the duration of the project. The Consultant and Sub-Consultant(s) do not necessarily have

to be on site concurrently if there are no critical activities taking place that require the Sub-Consultant's participation.

The services required shall include, but not be limited to; field observations sufficient to verify the quality and progress of construction work, conformance and compliance with the contract documents, and to attend/chair meetings as may be required by the Project Manager to resolve special issues.

Consultant and Sub-Consultant(s) shall conduct weekly site inspection/field observation visits. Site inspection/field observation visits may be conducted in conjunction with regularly scheduled bi-weekly construction job meetings, depending on the progress of work, for weeks that construction job meetings are scheduled. The Consultant and their Sub-Consultant(s) shall submit a field observation report for each site inspection to the Project Manager. Also, they shall conduct inspections during major construction activities including, but not limited to the following examples: concrete pours, steel and truss installations, code inspections, final testing of systems, achievement of each major milestone required on the construction schedule, and requests from the Project Manager. The assignment of a full time on-site Sub-Consultant does not relieve the Consultant of their site visit obligation.

The Consultant shall refer to Section XIV. Contract Deliverables of this Scope of Work subsection entitled "Construction Phase" to determine the extent of services and deliverables required during this phase of the project.

## **H. SUB-CONSULTANT PARTICIPATION**

It is the responsibility of the Consultant to ensure that they have provided adequate hours and/or time allotted in their technical proposal so that their Sub-Consultants may participate in all appropriate phases and activities of this project or whenever requested by the Project Manager. This includes the pre-proposal site visit and the various design meetings and construction job meetings, site visits, and close-out activities described in this Scope of Work. Field observation reports and/or meeting minutes are required to be submitted to the Project Manager within three (3) calendar days of the site visit or meeting. All costs associated with such services shall be included in the base bid of the Consultant's fee proposal.

## **I. DRAWINGS**

### **1. Shop Drawings:**

Each Contractor shall review the specifications and determine the numbers and nature of each shop drawing submittal. Five (5) sets of the documents shall be submitted with reference made to the appropriate section of the specification. The Consultant shall review the Contractor's shop drawing submissions for conformity with the construction documents within seven (7) calendar days of receipt. The Consultant shall return each shop drawing submittal stamped with the

appropriate action, i.e. “Approved”, “Approved as Noted”, “Approved as Noted Resubmit for Records”, “Rejected”, etc.

## **2. As-Built & Record Set Drawings:**

The Contractor(s) shall keep the contract drawings up-to-date at all times during construction and upon completion of the project, submit their AS-BUILT drawings to the Consultant with the Contractor(s) certification as to the accuracy of the information prior to final payment. All AS-BUILT drawings submitted shall be entitled AS-BUILT above the title block and dated.

The Consultant shall review the Contractor(s)’ AS-BUILT drawings at each job progress meeting to ensure that they are up-to-date. Any deficiencies shall be noted in the progress meeting minutes.

The Consultant shall acknowledge acceptance of the AS-BUILT drawings by signing a transmittal indicating they have reviewed them and that they reflect the AS-BUILT conditions as they exist.

Upon receipt of the AS-BUILT drawings from the Contractor(s), The Consultant shall obtain the original mylars from DPMC and transfer the AS-BUILT conditions to the original full sized signed mylars to reflect RECORD conditions within fourteen (14) calendar days of receipt of the AS-BUILT information.

The Consultant shall note the following statement on the original RECORD-SET drawings. “The AS-BUILT information added to this drawing(s) has been supplied by the Contractor(s). The (Architect) (Engineer) does not assume the responsibility for its accuracy other than conformity with the design concept and general adequacy of the AS-BUILT information to the best of the (Architect’s) (Engineer’s) knowledge.”

Upon completion, The Consultant shall deliver the RECORD-SET original mylars to DPMC who will acknowledge their receipt in writing. This hard copy set of drawings and three (3) sets of current release AUTO CAD discs shall be submitted to DPMC and the discs shall contain all AS-BUILT drawings in both “.dwg” (native file format for AUTO CAD) and “.pdf” (*Adobe* portable document format) file formats.

## **J. CONSTRUCTION DEFICIENCY LIST**

The Consultant shall prepare, maintain and continuously distribute an on-going deficiency list to the Contractor, Project Manager, and Client Agency Representative during the construction phase of the project. This list shall be separate correspondence from the field observation reports and shall not be considered as a punch list.

## **K. INSPECTIONS: SUBSTANTIAL & FINAL COMPLETION**

The Consultant and their Sub-Consultant(s) accompanied by the Project Manager, Code Inspection Group, Client Agency Representative and Contractor shall conduct site inspections to determine the dates of substantial and final completion. The Project Manager will issue the only recognized official notice of substantial completion. The Consultant shall prepare and distribute the coordinated punch list, written warranties and other related DPMC forms and documents, supplied by the Contractor, to the Project Manager for review and certification of final contract acceptance.

If applicable, the punch list shall include a list of attic stock and spare parts.

## **L. CLOSE-OUT DOCUMENTS**

The Consultant shall review all project close-out documents as submitted by the Contractors to ensure that they comply with the requirements listed in the “Procedure for Architects and Engineers’ Manual.” The Consultant shall forward the package to the Project Manager within fourteen (14) calendar days from the date the Certificate of Occupancy/Certificate of Approval is issued. The Consultant shall also submit a letter certifying that the project was completed in accordance with the contract documents, etc.

## **M. CLOSE-OUT ACTIVITY TIME**

The Consultant shall provide all activities and deliverables associated with the “Close-Out Phase” of this project as part of their Lump Sum base bid. The Consultant and/or Sub-Consultant(s) may not use this time for additional job meetings or extended administrative services during the Construction Phase of the project.

## **N. TESTING, TRAINING, MANUALS AND ATTIC STOCK**

The Consultant shall ensure that all equipment testing, training sessions and equipment manuals required for this project comply with the requirements identified below.

### **1. Testing:**

All equipment and product testing conducted during the course of construction is the responsibility of the Contractor. However, the Consultant shall ensure the testing procedures comply with manufacturers recommendations. The Consultant shall review the final test reports and provide a written recommendation of the acceptance/rejection of the material, products or equipment tested within seven (7) calendar days of receipt of the report.

## **2. Training:**

The Consultant shall include in the specification that the Contractor shall schedule and coordinate all equipment training with the Project Manager and Client Agency representatives. It shall state that the Contractor shall submit the Operation and Maintenance (O&M) manuals, training plan contents, and training durations to the Consultant, Project Manager and Client Agency Representative for review and approval prior to the training session.

The Consultant shall ensure that the training session is “videotaped” by the Contractor. A copy of the “videotape” shall be transmitted to the Project Manager who will forward the material to the Client Agency for future reference.

All costs associated with the training sessions shall be borne by the Contractor installing the equipment. A signed letter shall be prepared stating when the training was completed and must be accompanied with the training session sign-in sheet as part of the project close-out package.

## **3. Operation & Maintenance Manuals:**

The Consultant shall coordinate and review the preparation and issuance of the equipment manuals provided by the Contractor(s) ensuring that they contain the operating procedures, maintenance procedures and frequency, cut sheets, parts lists, warranties, guarantees, and detailed drawings for all equipment installed at the facility.

A troubleshooting guide shall be included that lists problems that may arise, possible causes with solutions, and criteria for deciding when equipment shall be repaired and when it must be replaced.

Include a list of the manufacturer’s recommended spare parts for all equipment being supplied for this project.

A list of names, addresses and telephone numbers of the Contractors involved in the installations and firms capable of performing services for each mechanical item shall be included. The content of the manuals shall be reviewed and approved by the Project Manager and Client Agency Representative.

The Consultant shall include in the specification that the Contractor must provide a minimum of ten (10) “throwaway” copies of the manual for use at the training seminar and seven (7) hardbound copies as part of the project close-out package.

## **4. Attic Stock:**

The Consultant shall determine and recommend whether “attic stock” should be included for all aspects of the project. If required, the Consultant shall specify attic stock items to be included in the project.

Prior to project close-out, the Consultant must prepare a comprehensive listing of all items for delivery by the Contractor to the Owner and in accordance with the appropriate specification/plan section. Items shall include, but not be limited to: training sessions, O&M manuals, as-built drawings, itemized attic stock requirements, and manufacturer guarantees/warranties.

## **O. CHANGE ORDERS**

The Consultant shall review and process all change orders in accordance with the contract documents and procedures described below.

### **1. Consultant:**

The Consultant shall prepare a detailed request for Change Order including a detailed description of the change(s) along with appropriate drawings, specifications, and related documentation and submit the information to the Contractor for the change order request submission. This will require the use of the current DPMC 9b form.

### **2. Contractor:**

The Contractor shall submit a DPMC 9b Change Order Request form to the Project Manager within seven (7) calendar days after receiving the Change Order from the Consultant. The document shall identify the changed work in a manner that will allow a clear understanding of the necessity for the change. Copies of the original design drawings, sketches, etc. and specification pages shall be highlighted to clarify and show entitlement to the Change Order.

Copies shall be provided of job minutes or correspondence with all relative information highlighted to show the origin of the Change Order. Supplementary drawings from the Consultant shall be included if applicable that indicate the manner to be used to complete the changed work. A detailed breakdown of all costs associated with the change, i.e. material, labor, equipment, overhead, Sub-Contractor work, profit and bond, and certification of increased bond shall be provided.

If the Change Order will impact the time of the project, the Contractor shall include a request for an extension of time. This request shall include a copy of the original approved project schedule and a proposed revised schedule that reflects the impact on the project completion date. Documentation to account for the added time requested shall be included to support entitlement of the request such as additional work, weather, other Contractors, etc. This documentation shall contain dates, weather data and all other relative information.

### **3. Recommendation for Award:**

The Consultant shall evaluate the reason for the change in work and provide a detailed written recommendation for approval or disapproval of the Change Order Request including backup documentation of costs in CSI format and all other considerations to substantiate that decision.

### **4. Code Review:**

The Consultant shall determine if the Change Order request will require Code review and shall submit six (6) sets of signed and sealed modified drawings and specifications to the DPMC Plan & Code Review Unit for approval, if required. The Consultant must also determine and produce a permit amendment request if required.

### **5. Cost Estimate:**

The Consultant shall provide a detailed cost estimate of the proposed Change Order Request, as submitted by the Contractor, in CSI format (2004 Edition) for all appropriate divisions and sub-divisions using a recognized estimating formula. The estimate shall then be compared with that of the Contractor's estimate. If any line item in the Consultant's estimate is lower than the corresponding line item in the Contractor's estimate, the Consultant in conjunction with the Project Manager is to contact the Contractor by telephone and negotiate the cost differences. The Consultant shall document the negotiated agreement on the Change Order Request form. If the Contractor's total dollar value changes based on the negotiations, the Consultant shall identify the changes on the Change Order Request form accordingly.

When recommending approval or disapproval of the change order, the Consultant shall be required to prepare and process a Change Order package that contains at a minimum the following documents:

- DPMC 9b Change Order Request
- DPMC 10 Consultant's Evaluation of Contractor's Change Order Request
- Consultant's Independent Detailed Cost Estimate
- Notes of Negotiations

### **6. Time Extension:**

When a Change Order Request is submitted with both cost and time factors, the Consultant's independent cost estimate is to take into consideration time factors associated with the changed work. The Consultant is to compare their time element with that of the Contractor's time request and if there is a significant difference, the Consultant in conjunction with the Project Manager is to contact the Contractor by telephone and negotiate the difference.

When a Change Order Request is submitted for time only, the Consultant is to do an independent evaluation of the time extension request using a recognized scheduling formula.

Requests for extension of contract time must be done in accordance with the General Conditions Section 14.2.2.

**7. Submission:**

The Consultant shall complete all of the DPMC Change Order Request forms provided and submit a completed package to the Project Manager with all appropriate backup documentation within seven (7) calendar days from receipt of the Contractor's change order request. The Consultant shall resubmit the package at no cost to the State if the change order package contents are deemed insufficient by the Project Manager.

**8. Meetings:**

The Consultant shall attend and actively participate at all administrative hearings or settlement conferences as may be called by Project Manager in connection with such Change Orders and provide minutes of those meetings to the Project Manager for distribution.

**9. Consultant Fee:**

All costs associated with the potential Contractor Change Order Requests shall be anticipated by the Consultant and included in the base bid of their fee proposal.

If the Client Agency Representative requests a scope change; and it is approved by the Project Manager, the Consultant may be entitled to be reimbursed through an amendment and in accordance with the requirements stated in paragraph 10.01 of this Scope of Work.

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## **IX. PERMITS & APPROVALS**

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**A. REGULATORY AGENCY PERMITS**

The Consultant shall comply with the following guidelines to ensure that all required permits, certificates, and approvals required by State regulatory agencies are obtained for this project.

**1. NJ Uniform Construction Code Permit:**

The Consultant shall complete the NJUCC permit application and all applicable technical sub-code sections with all technical site data listed. The Agent section of the application and certification section of the building sub-code section shall be signed. These documents shall be forwarded to the Project Manager who will send them to the Department of Community Affairs

(DCA) and all permit application costs will be paid by DPMC from encumbered funds for the project.

The Consultant may obtain access and copies of all NJUCC Building, Fire, Plumbing, Electrical and Elevator permit applications at the following website: [www.nj.gov/dca/codes](http://www.nj.gov/dca/codes)

The project construction documents must comply with the latest adopted edition of the NJ Uniform Construction Code that is in effect at the Final Design Phase of this project.

All other required project permits shall be obtained and paid for by the Consultant in accordance with the procedures described in paragraph 2. below.

## **2. Other Regulatory Agency Permits, Certificates, and Approvals:**

The Consultant shall identify and obtain all other State Regulatory Agency permits, certificates, and approvals that will govern and affect the work described in this Scope of Work. An itemized list of these permits, certificates, and approvals shall be included with the Consultant's Technical Proposal and the total amount of the application fees should be entered in the Fee Proposal line item entitled, "**Permit Fee Allowance.**"

The Consultant may refer to the Division of Property Management and Construction "Procedures for Architects and Engineers Manual", Section 6.4.8, which presents a compendium of State permits, certificates, and approvals that may be required for this project.

The Consultant shall determine the appropriate phase of the project to submit the permit application(s) in order to meet the approved project milestone dates.

Where reference to an established industry standard is made, it shall be understood to mean the most recent edition of the standard unless otherwise noted. If an industry standard is found to be revoked, or should the standard have undergone substantial change or revision from the time that the Scope of Work was developed, the Consultant shall comply with the most recent edition of the standard.

## **3. Prior Approval Certification Letters:**

The issuance of a construction permit for this project may be contingent upon acquiring various prior approvals as defined by NJAC 5:23-1.4. It is the Consultant's responsibility to determine which prior approvals, if any, are required. The Consultant shall submit a general certification letter to the DPMC Plan & Code Review Unit Manager during the Permit Phase of this project that certifies all required prior approvals have been obtained.

In addition to the general certification letter discussed above, the following specific prior approval certification letters, where applicable, shall be submitted by the Consultant to the

DPMC Plan & Code Review Unit Manager: Soil Erosion & Sediment Control, Water & Sewer Treatment Works Approval, Coastal Areas Facilities Review, Compliance of Underground Storage Tank Systems with NJAC 7:14 b, Pinelands Commission, Highlands Council, Certification that all utilities have been disconnected from structures to be demolished, Board of Health Approval for Potable Water Wells, Health Department Approval for Septic Systems. It shall be noted that in accordance with NJAC 5:23-2.15(a)5, a permit cannot be issued until the letter(s) of certification is received.

**B. BARRIER FREE REQUIREMENTS**

The Consultant, in cooperation with the Client Agency Representative, shall assure that this project complies with the NJUCC Barrier Free Sub code where applicable.

**C. STATE INSURANCE APPROVAL**

The Consultant shall respond in writing to the FM Global Insurance Underwriter plan review comments through the DPMC Plan & Code Review Unit Manager as applicable. The Consultant shall review all the comments and modify the documents while adhering to the project's SOW requirements, State code requirements, schedule, budget, and Consultant fee.

**D. PUBLIC EMPLOYEES OCCUPATIONAL SAFETY & HEALTH PROGRAM**

A paragraph shall be included in the design documents, if applicable to this project that states: The Contractor shall comply with all the requirements stipulated in the Public Employees Occupational Safety & Health Program (PEOSHA) document, paragraph 12:100-13.5 entitled "Air quality during renovation and remodeling". The Contractor shall submit a plan demonstrating the measures to be utilized to confine the dust, debris, and air contaminants in the renovation or construction area of the project site to the Project Team prior to the start of construction.

The link to the document is: <http://www.state.nj.us/health/eoh/peoshweb/iaqstd.pdf>

**E. MULTI-BUILDING OR MULTI-SITE PERMITS**

A project that involves many buildings and/or sites requires that a separate permit shall be issued for each building or site. The Consultant must determine the construction cost estimate for *each* building and/or site location and submit that amount where indicated on the permit application.

**F. PERMIT MEETINGS**

The Consultant shall attend and chair all meetings with Permitting Agencies necessary to explain and obtain the required permits.

## **G. MANDATORY NOTIFICATIONS**

The Consultant shall include language in Division 1 of the specification that states the Contractor shall assure compliance with the New Jersey "One Call" Program (1-800-272-1000) if any excavation is to occur at the project site.

The One Call Program is known as the New Jersey Underground Facility Protection Act, N.J.S.A. 48:2-73 through N.J.S.A. 48:2-91, and N.J.A.C. 14:2-1.1 through N.J.A.C. 14:2-6.10.

## **H. CONSTRUCTION TRAILER PERMITS**

If construction trailers are required for the project then the Consultant shall include language in the Supplemental General Conditions that states the Contractor(s) shall be responsible to obtain and pay for each construction trailer permit directly from the Department of Community Affairs. (General Contractor for Single Bid-Lump Sum All Trades contract, and each Contractor for Separate Bids & Single Bid contract).

DCA will allow a single permit application to cover more than one trailer per Contractor provided the building, plumbing, and electrical technical sub-code sections, as applicable, specify the correct numbers and costs. The trailers will not require a plan review.

DCA will inspect each construction trailer and issue a Certificate of Occupancy (CO) separate from the main building construction.

Storage trailers with no utility connections are exempt from this requirement.

## **I. SPECIAL INSPECTIONS**

In accordance with the requirements of the New Jersey Uniform Construction Code, Bulletin 03-5 and as clarified further by the Department of Community Affairs, the Consultant shall be responsible for the coordination of all special inspections during the construction phase of the project.

### **1. Definition:**

Special inspections are defined as an independent verification by a qualified person (special Inspector) rendered to the code official for **Class I buildings only**. The special inspector is to be independent from the Contractor and responsible to the building owner or owner's agent so that there is no possible conflict of interest.

## **2. Responsibilities:**

The Consultant shall submit with the permit application, a list of special inspections and the firm(s) that will be responsible to carry out the inspections required for the project. The list shall be a separate document, on letter head, signed and sealed.

## **3. Special Inspections:**

The following special inspections, as applicable to this project, shall be performed in accordance with Chapter 17 of the International Building Code, New Jersey Edition, as defined below.

- Steel construction, in accordance with Section 1704.3.
- Concrete construction, in accordance with Section 1704.4.
- Masonry construction, in accordance with Section 1704.5.
- Soils, in accordance with Section 1704.7.
- Pile foundations, in accordance with Section 1704.8.
- Seismic resistance for Design Category D buildings, in accordance with Section 1707.
- Structural testing for isolation damping systems in seismic Design Category D buildings, in accordance with Section 1708.
- A quality assurance plan for seismic resistance of seismic Design Category D buildings, in accordance with Sections 1705.1 and 1705.2.

Special inspectors shall be licensed in accordance with the requirements in the New Jersey Uniform Construction Code.

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# **X. GENERAL REQUIREMENTS**

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## **A. SCOPE CHANGES**

The Consultant must request any changes to this Scope of Work in writing. An approved DPMC 9d Consultant Amendment Request form reflecting authorized scope changes must be received by the Consultant prior to undertaking any additional work. The DPMC 9d form must be approved and signed by the Director of DPMC and written authorization issued from the Project Manager prior to any work being performed by the Consultant. Any work performed without the executed DPMC 9d form is done at the Consultant's own financial risk.

## **B. ERRORS AND OMISSIONS**

The errors and omissions curve and the corresponding sections of the "Procedures for Architects and Engineers Manual" are eliminated. All claims for errors and omissions will be pursued by

the State on an individual basis. The State will review each error or omission with the Consultant and determine the actual amount of damages, if any, resulting from each negligent act, error or omission.

### **C. ENERGY INCENTIVE PROGRAM**

The Consultant shall review the programs described on the “New Jersey’s Clean Energy Program” website at: <http://www.njcleanenergy.com> to determine if any proposed upgrades to the mechanical and/or electrical equipment and systems for this project qualify for “New Jersey Clean Energy Program” rebates and incentives such as SmartStart, Pay4Performance, Direct Install or any other incentives.

The Consultant shall be responsible to complete the appropriate registration forms and applications, provide any applicable worksheets, manufacturer’s specification sheets, calculations, attend meetings, and participate in all activities with designated representatives of the programs and utility companies to obtain the entitled financial incentives and rebates for this project. All costs associated with this work shall be estimated by the Consultant and the amount included in the base bid of their fee proposal.

### **D. AIR POLLUTION FROM ARCHITECTURAL COATINGS**

The Consultant shall include in the appropriate sections of the specification the requirement that all architectural coatings applied at the project site shall comply with the NJDEP Administrative Code Title 7, Chapter 27, Subchapter 23, entitled “Prevention of Air Pollution from Architectural Coatings”.

Architectural coatings shall mean materials applied for protective, decorative, or functional purposes to stationary structures or their appurtenances, portable buildings, pavements, or curbs. The coating materials include, but are not limited to, paints, varnishes, sealers, and stains.

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## **XI. ALLOWANCES**

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### **A. PERMIT FEE ALLOWANCE**

The Consultant shall obtain and pay for all of the project permits in accordance with the guidelines identified below.

#### **1. Permits:**

The Consultant shall determine the various State permits, certificates, and approvals required to complete this project.

## **2. Permit Costs:**

The Consultant shall determine the application fee costs for all of the required project permits, certificates, and approvals (excluding the NJ Uniform Construction Code permit) and include that amount in their fee proposal line item entitled **“Permit Fee Allowance”**. A breakdown of each permit and application fee shall be attached to the fee proposal for reference.

NOTE: The NJ Uniform Construction Code permit is excluded since it is obtained and paid for by DPMC.

## **3. Applications:**

The Consultant shall fill out and submit all permit applications to the appropriate permitting authorities and the costs shall be paid from the Consultant’s permit fee allowance provided. A copy of the application(s) and the original permit(s) obtained by the Consultant shall be given to the Project Manager for distribution during construction.

## **4. Consultant Fee:**

The Consultant shall determine what is required to complete and submit the permit applications, obtain supporting documentation, attend meetings, etc., and include the total cost in the base bid of their fee proposal under the “Permit Phase” column.

Any funds remaining in the permit allowance account will be returned to the State at the close of the project.

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# **XII.SUBMITTAL REQUIREMENTS**

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## **A. CONTRACT DELIVERABLES**

All submissions shall include the Contract Deliverables identified in Section XIV of this Scope of Work and described in the DPMC Procedures for Architects and Engineers Manual.

## **B. CATALOG CUTS**

The Consultant shall provide catalog cuts as required by the DPMC Plan & Code Review Unit during the design document review submissions. Examples of catalog cuts include, but are not limited to: mechanical equipment, hardware devices, plumbing fixtures, fire suppression and alarm components, specialized building materials, electrical devices, etc.

### **C. PROJECT DOCUMENT BOOKLET**

The Consultant shall submit all of the required Contract Deliverables to the Project Manager at the completion of each phase of the project. All reports, meeting minutes, plan review comments, project schedule, cost estimate in CSI format (2004 Edition), correspondence, calculations, and other appropriate items identified on the Submission Checklist form provided in the A/E Manual shall be presented in an 8½” x 11” bound “booklet” format.

### **D. DESIGN DOCUMENT CHANGES**

Any corrections, additions, or omissions made to the submitted drawings and specifications at the Permit Phase of the project must be submitted to DPMC Plan & Code Review Unit as a complete document. Corrected pages or drawings may not be submitted separately unless the Consultant inserts the changed page or drawing in the original documents. No Addendums or Bulletins will be accepted as a substitution to the original specification page or drawing.

### **E. SINGLE-PRIME CONTRACT**

All references to “separate contracts” in the Procedures for Architects and Engineers Manual, Chapter 8, shall be deleted since this project will be advertised as a “Single Bid” (Lump Sum All Trades) contract. The single prime Contractor will be responsible for all work identified in the drawings and specifications.

The drawings shall have the required prefix designations and the specification sections shall have the color codes as specified for each trade in the DPMC Procedure for Architects and Engineers Manual.

The Consultant must still develop the Construction Cost Estimate (CCE) for each trade and the amount shall be included on the DPMC-38 Project Cost Analysis form where indicated. This document shall be submitted at each design phase of the project and updated immediately prior to the advertisement to bid.

PROJECT NAME: North Ferry Dock Repair  
PROJECT LOCATION: Liberty State Park  
PROJECT NO: P1098-00  
DATE: March 26, 2013

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### XIII. SOW SIGNATURE APPROVAL SHEET

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This Scope of Work shall not be considered a valid document unless all signatures appear in each designated area below.

The Client Agency approval signature on this page indicates that they have reviewed the design criteria and construction schedule described in this project Scope of Work and verifies that the work will not conflict with the existing or future construction activities of other projects at the site.

SOW PREPARED BY: James W. Wright 3/26/2013  
JAMES WRIGHT, PROJECT MANAGER DATE  
DPMC PROJECT PLANNING & INITIATION

SOW APPROVED BY: J. Mckenna 3/27/13  
JAMES MCKENNA, MANAGER DATE  
DPMC PROJECT PLANNING & INITIATION

SOW APPROVED BY: Donald DeLuca SM  
DONALD DELUCA, PROJECT MANAGER DATE  
DEPARTMENT OF ENVIRONMENTAL PROTECTION

SOW APPROVED BY: Richard Flodmand 4/8/13  
RICHARD FLODMAND, DEPUTY DIRECTOR DATE  
DIV PROPERTY MGT & CONSTRUCTION

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## **XIV.CONTRACT DELIVERABLES**

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The following is a listing of Contract Deliverables that are required at the completion of each phase of this project. The Consultant shall refer to the DPMC publication entitled, "Procedures for Architects and Engineers," Volumes I and II, 2<sup>nd</sup> Edition, dated January, 1991 to obtain a more detailed description of the deliverables required for each item listed below.

The numbering system used in this "Contract Deliverables" section of the scope of work corresponds to the numbering system used in the "Procedures for Architects and Engineers" manual and some may have been deleted if they do not apply to this project.

### **SCHEMATIC DESIGN PHASE**

#### **6.1 Project Schedule (Update Bar Chart Schedule)**

#### **6.2 Meetings & Minutes (Minutes within 5 working days of meeting)**

#### **6.3 Correspondence**

#### **6.4 Submission Requirements**

- 6.4.1 A/E Statement of Site Visit, As-Built Drawing Verification (if available)
- 6.4.2 Space Analysis & Program Requirements
- 6.4.3 Special Features Description: special structural features, etc.
- 6.4.4 Site Evaluation
- 6.4.5 Borings, Surveys, and Soils Analysis (provided with plan submission)
- 6.4.8 Regulatory Agency Approvals
  - 6.4.8.1 NJ Department of Agriculture
    - (a) Soil Erosion (land disturbance over 5000 s.f.)
  - 6.4.8.2 NJ Department of Community Affairs
    - (a) UCC Permit for Building Construction
  - 6.4.8.3 NJ Department of Environmental Protection
    - (x) Historic Site Project Building
- 6.4.9 Utility Availability for:
  - Electric Service
- 6.4.10 Drawings: 6 sets
  - Cover Sheet (See A/E Manual for format)
  - Site Plan
  - Site Utility Plan
  - Elevations
  - Sections/Details

Structural Narrative

Electrical Narrative

- 6.4.11 Specifications: 6 sets (See A/E Manual for format, include Division 1 and edit to describe the administrative and general requirements of the project)
- 6.4.12 Current Working Estimate in CSI Format & Cost Analysis 38 Form
- 6.4.13 Bar Chart of Design and Construction Schedule
- 6.4.14 Oral Presentation of Submission to Project Team
- 6.4.15 SOW Compliance Statement
- 6.4.16 This Submission Checklist (See A/E Manual, Figure 6.4.16 for format)
- 6.4.17 Deliverables Submission in Booklet Form: 7 sets

## **6.5 Approval**

- 6.5.1 Respond to Submission Comments

## **6.6 Submission Forms**

- Figure 6.4.10 Plan Review Record Sheet
- Figure 6.4.12 Current Working Estimate/Cost Analysis
- Figure 6.4.16 Submission Checklist

## **FINAL DESIGN PHASE 100% Complete Construction Documents**

This Final Design Phase may require more than one submission based on the technical quality and code conformance of the design documents.

### **8.1 Schedule (Update Bar Chart Schedule)**

### **8.2 Meeting & Minutes (Minutes within 5 working days of meeting)**

### **8.3 Correspondence**

### **8.4 Submission Requirements**

- 8.4.1 A/E Statement of Site Visit
- 8.4.2 Space Analysis
- 8.4.3 Special Features Description: special structural features, etc.
- 8.4.4 Site Evaluation
- 8.4.5 Borings, Surveys, Soils Analysis (provided with plan submission)
- 8.4.7 Photographs
- 8.4.8 Regulatory Agency Approvals (Include itemized list specific to this project)
- 8.4.10 Drawings: 6 sets
- 8.4.11 Specifications: 6 sets

- 8.4.12 Current Working Estimate in CSI Format & Cost Analysis 38 Form
- 8.4.13 Bar Chart of Design and Construction Schedule
- 8.4.14 Oral Presentation of this Submission to Project Team
- 8.4.15 Plan Review/SOW Compliance Statement
- 8.4.16 This Submission Checklist
- 8.4.17 Deliverables Submission in Booklet Form: 7 sets

## **8.5 Approvals**

- 8.5.1 Respond to Submission Comments

## **PERMIT APPLICATION PHASE**

This Permit Application Phase should not include any additional design issues. Design documents shall be 100% complete at the Final Design Phase.

## **8.6 Permit Application Submission Requirements**

- 8.6.1 - 8.6.7: If all of the deliverables of these sections have been previously submitted to DPMC and approved there are no further deliverables due at this time
- 8.6.8 Regulatory Agency Approvals
  - (a) UCC Permit Application & Technical Sub-codes completed by A/E
- 8.6.9 Utility Availability Confirmation
- 8.6.10 Signed and Sealed Drawings: 6 sets
- 8.6.11 Signed and Sealed Specifications: 6 sets
- 8.6.12 Current Working Estimate/Cost Analysis
- 8.6.13 Bar Chart Schedule
- 8.6.14 Project Presentation (N/A this Project)
- 8.6.15 Plan Review/SOW Compliance Statement
- 8.6.16 Submission Checklist

## **8.7 Approvals**

## **8.8 Submission Forms**

- Figure 8.4.12 Current Working Estimate/Cost Analysis
- Figure 8.4.16 Submission Checklist (Final Review Phase)
- Figure 8.6.12-b Bid Proposal Form (Form DPMC -3)
- Figure 8.6.12-c Notice of Advertising (Form DPMC -31)
- Figure 8.6.16 Submission Checklist (Permit Phase)
- Figure 8.7 Bid Clearance Form (Form DPMC -601)

## **BIDDING AND CONTRACT AWARD**

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## **9.0 Bidding Phase Requirements**

- 9.0.1 Original Drawings signed & sealed by A/E, one (1) set AUTOCAD Discs
- 9.0.2 One Unbound Specification Color Coded per A/E Manual Section 8.4.11
- 9.0.3 Bid Documents Checklist
- 9.0.4 Bid Proposal Form
- 9.0.5 Notice for Advertising

## **9.1 Chair Pre-Bid Conference/Mandatory Site Visit**

## **9.2 Prepare Bulletins**

## **9.3 Attend Bid Opening**

## **9.4 Recommendation for Contract Award**

- 9.4.1 Prepare Letter of Recommendation for Award & Cost Analysis

## **9.5 Attend Pre-Construction Meeting**

## **9.6 Submission Checklist**

## **9.7 Submission Forms**

- Figure 9.4.1 Cost Analysis
- Figure 9.6 Submission Checklist

# **CONSTRUCTION PHASE**

## **10.1 Site Construction Administration**

## **10.2 Pre-Construction Meeting**

## **10.3 Construction Job Meetings**

- 10.3.1 Agenda: Schedule and Chair Construction Job Meetings
- 10.3.2 Minutes: Prepare and Distribute Minutes within 5 working days of meeting
- 10.3.3 Schedules; Approve Contractors' Schedule & Update
- 10.3.4 Minutes Format: Prepare Job Meeting Minutes in approved format, figure 10.3.4-a

## **10.4 Correspondence**

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**10.5 Prepare and Deliver Conformed Drawings**

**10.7 Approve Contractors Invoicing and Payment Process**

**10.8 Approve Contractors 12/13 Form for Subs, Samples and Materials**

**10.10 Approve Test Reports**

**10.11 Approve Shop Drawings**

**10.12 Construction Progress Schedule**

10.12.1 Construction Progress Schedule

**10.13 Review & Recommend or Reject Change Orders**

10.13.1 Scope Changes

10.13.2 Construction Change Orders

10.13.3 Field Changes

**10.14 Construction Photographs**

**10.15 Submit Field Observation Reports**

**10.16 Submission Forms**

Figure 10.3.4-a Job Meeting Format of Minutes

Figure 10.3.4-b Field Report

Figure 10.6 DPMC Insurance Form-24

Figure 10.6-a Unit Schedule Breakdown

Figure 10.6-b Monthly Estimate for Payment to Contractor DPMC 11-2

Figure 10.6-c Monthly Estimate for Payment to Contractor DPMC 11-2A

Figure 10.6-d Invoice DPMC 11

Figure 10.6-e Prime Contractor Summary of Stored Materials DPMC 11-3

Figure 10.6-f Agreement & Bill of Sale certificate for Stored Materials DPMC 3A

Figure 10.7-a Approval Form for Subs, Samples & Materials DPMC 12

Figure 10.7-b Request for Change Order DPMC 9b

Figure 10.9 Transmittal Form DPMC 13

Figure 10.10 Submission Checklist

**PROJECT CLOSE-OUT PHASE**

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- 11.1 Responsibilities: Plan, Schedule and Execute Close-Out Activities**
  - 11.2 Commencement: Initiate Close-Out w/DPMC 20A Project Close-Out Form**
  - 11.3 Develop Punch List & Inspection Reports**
  - 11.4 Verify Correction of Punch List Items**
  - 11.5 Determination of Substantial Completion**
  - 11.6 Ensure Issuance of “Temporary Certificate of Occupancy or Approval”**
  - 11.7 Initiation of Final Contract Acceptance Process**
  - 11.8 Submission of Close-Out Documentation**
    - 11.8.1 As-Built & Record Set Drawings, 3 sets AUTOCAD Discs Delivered to DPMC
    - 11.8.2 (a) Maintenance and Operating manuals, Warranties, etc.: 7 sets each
      - (b) Guarantees
      - (c) Shop Drawings
      - (d) Letter of Contract Performance
    - 11.8.3 Final Cost Analysis-Insurance Transfer DPMC 25
    - 11.8.4 This Submission Checklist
  - 11.9 Final Payment**
    - 11.9.1 Contractors Final Payment
    - 11.9.2 A/E Invoice and Close-Out Forms for Final Payment
  - 11.10 Final Performance Evaluation of the A/E and the Contractors**
  - 11.11 Ensure Issuance of a “Certificate of Occupancy or Approval”**
  - 11.12 Submission Forms**
    - Figure 11.2 Project Close-Out Documentation List DPMC 20A
    - Figure 11.3-a Certificate of Substantial Completion DPMC 20D
    - Figure 11.3-b Final Acceptance of Consultant Contract DPMC 20C
    - Figure 11.5 Request for Contract Transition Close-Out DPMC 20X
    - Figure 11.7 Final Contract Acceptance Form DPMC 20
    - Figure 11.8.3-a Final Cost Analysis
    - Figure 11.8.3-b Insurance Transfer Form DPMC 25
    - Figure 11.8.4 Submission Checklist
-

**PROJECT NAME: North Ferry Dock Repair**  
**PROJECT LOCATION: Liberty State Park**  
**PROJECT NO: P1098-00**  
**DATE: March 26, 2013**

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## **XV.EXHIBITS**

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The attached exhibits in this section will include a sample project schedule, and any supporting documentation to assist the Consultant in the design of the project such as maps, drawings, photographs, floor plans, studies, reports, etc.

**END OF SCOPE OF WORK**

February 7, 1997  
Rev.: January 29, 2002

### Responsible Group Code Table

The codes below are used in the schedule field "GRP" that identifies the group responsible for the activity. The table consists of groups in the Division of Property Management & Construction (DPMC), as well as groups outside of the DPMC that have responsibility for specific activities on a project that could delay the project if not completed in the time specified. For reporting purposes, the groups within the DPMC have been defined to the supervisory level of management (i.e., third level of management, the level below the Associate Director) to identify the "functional group" responsible for the activity.

<u>CODE</u>	<u>DESCRIPTION</u>	<u>REPORTS TO ASSOCIATE DIRECTOR OF:</u>
CM	Contract Management Group	Contract Management
CA	Client Agency	N/A
CSP	Consultant Selection and Prequalification Group	Technical Services
A/E	Architect/Engineer	N/A
PR	Plan Review Group	Technical Services
CP	Construction Procurement	Planning & Administration
CON	Construction Contractor	N/A
FM	Financial Management Group	Planning & Administration
OEU	Office of Energy and Utility Management	N/A
PD	Project Development Group	Planning & Administration

**EXHIBIT 'A'**

Activity ID	Description	Rspn	Weeks
<b>&lt;PROJ&gt;</b>			
<i>Design</i>			
CV3001	Schedule/Conduct PreDesign/Project Kick-Off Mtg.	CM	
CV3020	Prepare Program Phase Submittal	AE	
CV3021	Distribute Program Submittal for Review	CM	
CV3027	Prepare & Submit Project Cost Analysis (DPMC-38)	CM	
CV3022	Review & Approve Program Submittal	CA	
CV3023	Review & Approve Program Submittal	PR	
CV3024	Review & Approve Program Submittal	CM	
CV3025	Consolidate & Return Program Submittal Comments	CM	
CV3030	Prepare Schematic Phase Submittal	AE	
CV3031	Distribute Schematic Submittal for Review	CM	
CV3037	Prepare & Submit Project Cost Analysis (DPMC-38)	CM	
CV3032	Review & Approve Schematic Submittal	CA	
CV3033	Review & Approve Schematic Submittal	PR	
CV3034	Review & Approve Schematic Submittal	CM	
CV3035	Consolidate & Return Schematic Submittal Comment	CM	
CV3040	Prepare Design Development Phase Submittal	AE	
CV3041	Distribute D. D. Submittal for Review	CM	
CV3047	Prepare & Submit Project Cost Analysis (DPMC-38)	CM	
CV3042	Review & Approve Design Development Submittal	CA	
CV3043	Review & Approve Design Development Submittal	PR	
CV3044	Review & Approve Design Development Submittal	CM	
CV3045	Consolidate & Return D. D. Submittal Comments	CM	
CV3050	Prepare Final Design Phase Submittal	AE	
CV3051	Distribute Final Design Submittal for Review	CM	
CV3052	Review & Approve Final Design Submittal	CA	
CV3053	Review & Approve Final Design Submittal	PR	
CV3054	Review Final Design Submittl for Constructability	OCS	

Sheet 1 of 3

**Bureau of Design & Construction Services  
Routine Project**

**NOTE:**  
Refer to section "IV Project Schedule" of the  
Scope of Work for contract phase durations.

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# Exhibit 'A'

Activity ID	Description	Respn	Weeks
CV3055	Review & Approve Final Design Submittal	CM	
CV3056	Consolidate & Return Final Design Comments	CM	
CV3060	Prepare & Submit Permit Application Documents	AE	
CV3068	Prepare & Submit Bidding Cost Analysis (DPMC-38)	CM	
<b>Plan-Review-Permit Acquisition</b>			
CV4001	Review Constr. Documents & Secure UCC Permit	PR	
CV4010	Provide Funding for Construction Contracts	CA	
CV4020	Secure Bid Clearance	CM	
<b>Advertise-Bid-Award</b>			
CV5001	Advertise Project & Bid Construction Contracts	CP	
CV5010	Open Construction Bids	CP	
CV5011	Evaluate Bids & Prep. Recommendation for Award	CM	
CV5012	Evaluate Bids & Prep. Recommendation for Award	AE	
CV5014	Complete Recommendation for Award	CP	
CV5020	Award Construction Contracts/Issue NTP	CP	
<b>Construction</b>			
CV6000	Project Construction Start/Issue NTP	CM	
CV6001	Contract Start/Contract Work (25%) Complete	CON	
CV6002	Preconstruction Meeting	CM	
CV6003	Begin Preconstruction Submittals	CON	
CV6004	Longest Lead Procurement Item Ordered	CON	
CV6005	Lead Time for Longest Lead Procurement Item	CON	
CV6006	Prepare & Submit Shop Drawings	CON	
CV6007	Complete Construction Submittals	CON	
CV6011	Roughing Work Start	CON	
CV6012	Perform Roughing Work	CON	
CV6010	Contract Work (50%+) Complete	CON	
CV6013	Longest Lead Procurement Item Delivered	CON	
CV6020	Contract Work (75%) Complete	CON	

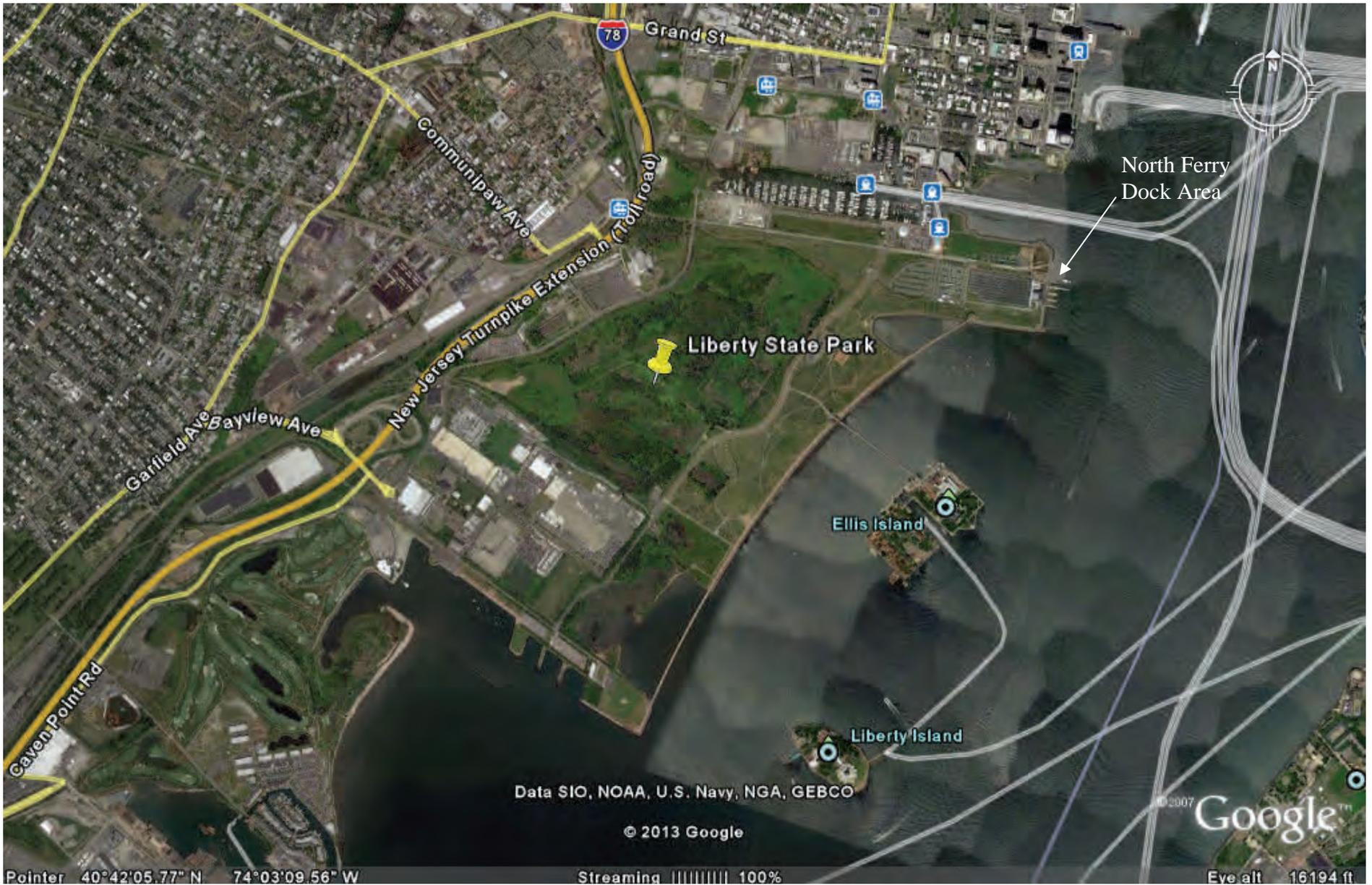
**NOTE:**  
Refer to section "IV Project Schedule" of the  
Scope of Work for contract phase durations.

DBCA - TEST  
Sheet 2 of 3

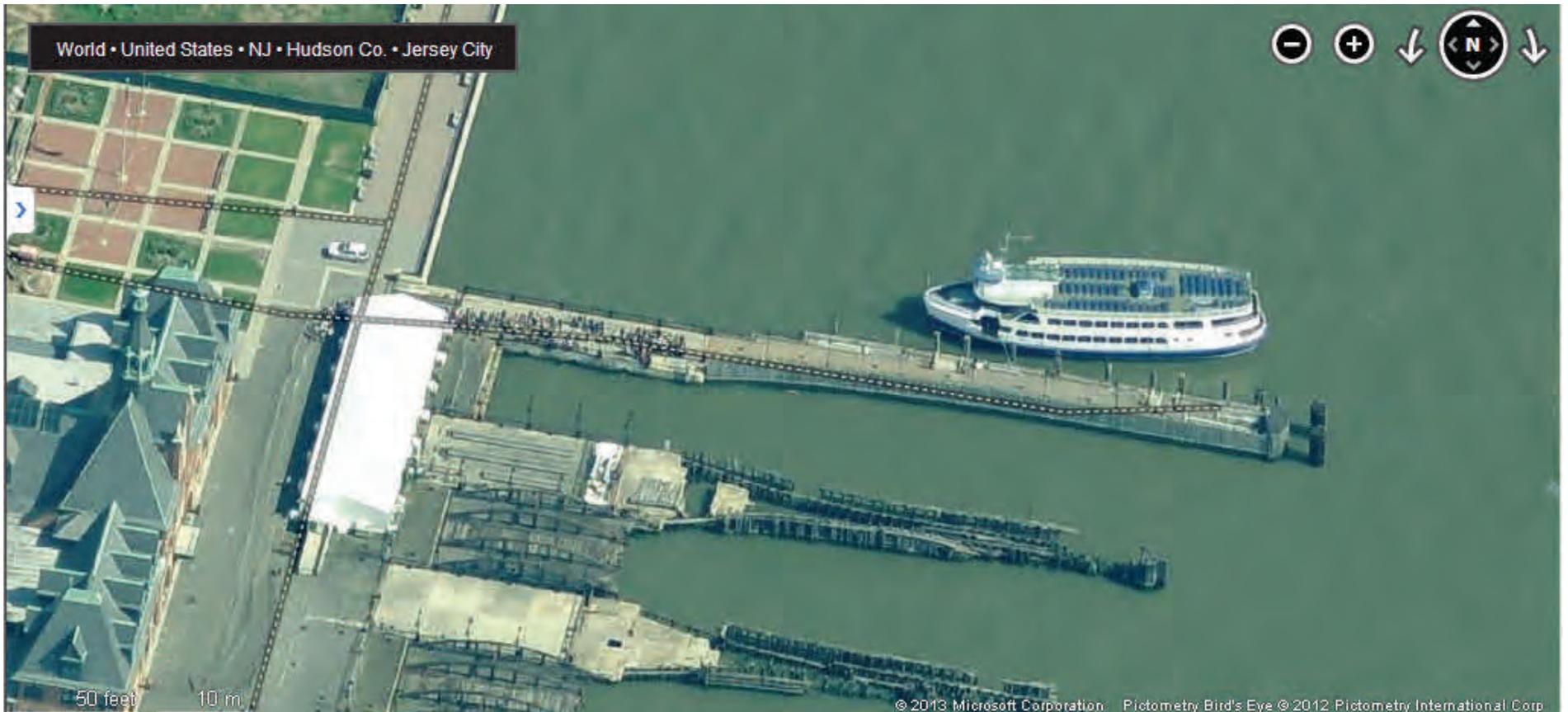
Bureau of Design & Construction Services  
Routine Project

Exhibit 'A'





Liberty State Park  
**EXHIBIT 'B'**



North Ferry Dock  
**EXHIBIT 'C'**