



State of New Jersey

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

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

ROBERT A. ROMANO
Acting State Treasurer

STEVEN SUTKIN
Director

October 7, 2015

AECOM Technical Services, Inc.
30 Knightsbridge Road, Bldg. 5
Piscataway, NJ 08854-3948
Attn: Christopher Benosky, PE, CFM
Associate Vice President

Re: Notice of Term Contract Award
TC-001 Primary Consultant
Project P1131-00

Dear Mr. Benosky:

This letter is notification that your firm has been selected to receive a Term Contract award as the Primary Consultant on the TC-001 contract to provide professional consultant services to the Division of Property Management and Construction (DPMC) and the Department of Environmental Protection (DEP), on the New Meadowlands, Rebuild by Design project.

As the Primary Consultant on the TC-001 contract your firm will be providing engineering, environmental and other related consulting services for the New Meadowlands Rebuild by Design (RBD) project in accordance with the Term Contract TC-001. Your firm will be contacted to provide consulting services for potential work order assignments under the terms and conditions of this contract. Work Order proposals must be submitted on a work order (Form TC-001), a copy of which is attached. The work order must be supplemented by a proposal detailing the services to be provided including a description of the work, fee breakdown, deliverables and schedule. The work order proposal must be approved and signed by the DEP RBD representative and DPMC Contracting Officer before work may proceed. A Notice to Proceed letter will be issued to the Consultant by the DPMC Contracting Officer for each approved work order assignment. The effective date of this contract is October 7, 2015. The contract base period will expire on October 6, 2018 unless the State exercises its option to extend the contract.

All Terms and Conditions specified in the Request for Proposal for TC-001, including Addendum "A" dated August 13, 2015, General Conditions to the Consultant Agreement (rev 8/15), the Consultant's Proposal, Rate Schedule and signed TC-001 Consultant Affidavit are made part of this Notice of Contract Award.

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

Sincerely,

Richard S. Flodmand
Deputy Director
Contract Administration

c: Cathy Douglass, DPMC
David Bean, DEP
DPMC Central File

WORK ORDER FOR TERM CONTRACT ASSIGNMENT (TC-001)
Professional Services for Rebuild By Design, New Meadowlands Project

REQUEST FOR TERM CONTRACT ASSIGNMENT

Project Assignment Description: (Project Title, Location)	Consultant Name:	
	Term Contract No. P1131-00	Work Order No. 01

Scope of Services: (Scope, Description of Work, Fee Breakdown, Deliverables and Due Date)

Detailed Proposal Attached

Due Date: (check one)
 Complete the work of this assignment: within ____ days. By _____. Not Applicable

Total Fee:	No liability shall be incurred nor payments made beyond the Total Fee amount without prior written approval by DEP & DPMC.
Not To Exceed (NTE):	Authorized upon the DPMC review and approval of employee cards, documentation of tasks performed, and valid receipts for reimbursables.
Lump Sum (LS):	Authorized upon the DPMC approval of percentage complete of the milestone submissions, phase completions and/or deliverables specified in the scope of services. All costs and expenses incurred by the Consultant are included in the LS payment(s).

AGREED:	APPROVED NJDEP AGENCY REPRESENTATIVE	DATE
CONSULTANT SIGNATURE	APPROVED DPMC DEPUTY DIRECTOR	DATE

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

**AGREEMENT
BETWEEN THE STATE OF NEW JERSEY AND THE
CONSULTANT FOR TERM CONTRACT TC-001**

REBUILD BY DESIGN – NEW MEADOWLANDS PROJECT

DPMC PROJECT P1131-00

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- General Conditions

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

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

and the Consultant, as noted in the Notice of Award for Term Contract TC-001:

The Owner and the Consultant agree as set forth below:

A. CONSULTANT'S RESPONSIBILITIES

A.1 GENERAL

- A.1.1 The Consultant shall become fully familiar with the contractual obligations of all entities doing work for the project and all relevant project documentation.
- A.1.2 The Consultant shall be responsible for satisfying all of the obligations described in this AGREEMENT and the RFP, even if such obligations are not addressed in the Consultant's proposal(s). This AGREEMENT establishes the minimum obligation of the Consultant which obligations may be supplemented by the consultant in its proposal(s). If the services promised in the Consultant's proposal(s) exceed those described in the articles of this AGREEMENT, then the Consultant shall be responsible for satisfying additional obligations described in its proposal(s).
- A.1.3 The consultant shall comply with all requirements in the Procedures for Architects and Engineers, Second Edition, or subsequent editions.
- A.1.4 The Consultant services consist of those services performed by the Consultant, the Consultant's employees, the Consultant's sub-consultants and contractors. The Consultant shall utilize the key staff members identified in its Technical Proposal. The Consultant shall notify the Owner in advance of any proposed change in its key staff members identified in its Work Order proposal. The Consultant shall submit to the Owner for approval the name and qualifications of proposed replacement with equal or superior qualifications at no additional cost to the Owner. No change shall take effect unless the Owner approves the change in writing. The Owner may also determine, in the Owner's sole discretion, to terminate the Project, and/or to terminate the Consultant AGREEMENT, and/or claim all damages against the Consultant resulting from the Project termination or from the Consultant AGREEMENT termination.
- A.1.5 Notwithstanding any other provisions contained herein, the Consultant shall not be relieved of liability for actual damages sustained by the owner resulting from errors, omissions or any breach of this contract or any other obligation owed by the Consultant. The owner's representative immediately upon the discovery of any error, omission or breach, shall give written notification thereof to the Consultant and/or to the Consultant's Professional Liability Insurance carrier. The owner may withhold and/or deduct a reasonable portion of payments due, not to exceed the amount of the deductible identified in the liability policy, for the purpose of establishing a reserve until such time as the exact amount of such actual damages is determined. The owner may convene a hearing or conference to determine the amount, if any, of the actual damages arising from errors, omissions or any other breach of contract by the Consultant. Such moneys withheld by the owner shall be retained until the negotiated value of said damages shall be paid by the Consultant and/or the Consultant's insurance carrier or any other party that shall pay damages. Acceptance, approval or payment for any of the drawings, specifications or other work product and services provided or performed by the Consultant hereunder shall not constitute a release or

waiver of any claim that the Owner has or may have for latent defects, errors, omissions or other breach of this contract on the part of the Consultant.

- A.1.6 The errors and omission curve and the corresponding sections in the Procedures for Architects and Engineers are eliminated. The Consultant will be held responsible for each error and omission on an individual basis as outlined in A.1.6.
- A.1.7 Any changes to this AGREEMENT must be made in writing in the form of an approved Amendment. The Amendment must be approved by the Owner's Contracting Officer.
- A.1.8 Any Work Order services performed by the Consultant without an Amendment from the Owner that differs from their approved Work Order is done at the Consultant's own financial risk, any additional work done on the Consultant's own initiative without an approved Amendment is done at the Consultant's own financial risk.
- A.1.9 The Consultant shall promptly notify the Owner of any changes to the scope of services which increase or decrease the Consultant services. No such change in scope shall be performed by the Consultant, without prior written approval by the Owner. Notice of request for additional compensation shall be given to the Owner within 30 working days of the event giving rise to such a request with accompanying justification for the change and a detailed breakdown of the basis for the costs.
- A.1.10 The Consultant shall maintain all documentation related to deliverables, products, transactions or services under this contract for a period of five (5) years from the date of final payment. Such records shall be made available for audit to the New Jersey Office of the State Comptroller or any other State audit agency upon reasonable demand.

A.2 DESIGN PHASE SERVICES

- A.2.1 All documents including drawings and specifications, any changes, revisions or amplifications thereof, as well as all construction cost estimates, shall be subject to the written approval of the Owner before the documents are accepted. The approval of drawings by the Owner is not to be construed as authority to violate, cancel or set aside any provisions of applicable codes.
- A.2.2 Construction documents for each project must comply with the latest adopted edition of the Uniform Construction Code in effect at the time of approval by the Owner at the final review phase (100%) prior to bid advertisement.
- A.2.3 Unless otherwise provided in the AGREEMENT documents or an approved Work Order, the Consultant will be requested to secure and be reimbursed for payment of all permits and governmental fees, licenses and inspections necessary for the proper execution and completion of the work and which are legally required at the time of receipt of bids.
- A.2.4 In the event that the construction bids received are in excess of 5% of the approved Consultant's final estimate for construction of a project, and changes to drawings and/or specifications are required to meet such approved estimate, 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 Owner 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 Owner.

A.3 CONSTRUCTION ADMINISTRATION PHASE

- A.3.1 If a project scope of work assignment includes construction administration services, the following shall apply:

- A.3.2 The Consultant shall visit the site at scheduled intervals appropriate to the stage of construction of the Project to become generally familiar with the quality and progress of the construction work that has been completed and to determine, in general, if the construction work is being performed in a manner indicating that, when completed, the work will be in accordance with the contract documents. The Consultant shall not be required to make continuous and/or exhaustive on-site inspections to check the quality or the quantity of the construction work. On the basis of the on-site observations, the Consultant shall keep the Owner informed of the progress and quality of the construction work in order to endeavor to guard the Owner against defects and deficiencies in the work.
- A.3.3 At all times the Consultant shall have access to the work to determine if it is proceeding in accordance with the Contract documents. However, neither the Consultant nor its sub-consultants shall have control over or be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work; these are solely the Construction Contractor's obligations under the contracts for construction. The Consultant shall not be responsible for Construction Contractor's schedules or failure to carry out the work in accordance with the contract documents. Except as otherwise provided in this AGREEMENT, the Consultant shall not have control over or charge of acts and omissions of the contractor's, construction subcontractors, or their agents or employees, or any other persons performing the work.
- A.3.4 Based on the Consultant's observations and evaluations of the construction contractor's Applications for Payment, the Consultant shall certify the amounts due to the construction contractor(s).
- The Consultant's certification of payment shall constitute a representation to the Owner, based on the Consultant's observations at the project site, and the data contained in the construction contractor's Applications for Payment, that the construction contractor's work on the project has progressed to the point indicated and the quality of the construction work is generally in accordance with the contract documents. The former representations are subject to an evaluation of the construction work for conformance with the contract documents upon substantial completion, to results of subsequent tests prior to completion and specific qualifications expressed by the Consultant. The issuance of Certificate of Payment shall further constitute a representation that the construction contractor's subcontractors for the project are entitled to payment in the amount certified. Issuance of Certificates of Payments are not a representation that the Consultant has (1) made continuous and exhaustive inspections to check the quality or quantity of work, (2) reviewed the construction contractor's construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from construction contractor's subcontractors and material suppliers and other data requested by the Owner to substantiate construction contractor's right to payment or (4) ascertained how and for what purpose the construction contractor's has used money previously paid on account of contract sum. These are the construction contractor's responsibilities under the contracts for construction.
- A.3.5 Within ten (10) working days of the date that it receives a change order request from the Owner, the Consultant shall evaluate and make specific written recommendations, including verification of costs, on all contractor change orders that relate to the execution and progress of the work and on all matters or questions related thereto and, upon notification, shall attend and actively participate at administrative hearings or settlement conferences in connection with such change orders. If the nature of the work described in the change order is complex, the Owner representative may grant the Consultant additional time, if requested in writing by the Consultant, to evaluate the change order.
- A.3.6 The Consultant shall have the authority to reject construction work on a project that does not conform to the contract documents. In such cases the Consultant will advise the Owner of the rejection. Whenever the Consultant considers it necessary or advisable for implementation of the

intent of the contract documents, the Consultant will have the authority to require additional inspection or testing of the work in accordance with the contract documents, whether or not such work is fabricated, installed or completed. However, neither the authority of the Consultant nor a decision made in good faith either to exercise or not to exercise such authority shall create a duty or responsibility of or by the Consultant to the construction contractor's construction subcontractors, material and equipment suppliers, their agents or employees or other persons performing portions of the construction work on the project.

A.3.7 The Consultant shall review and approve or take other appropriate action upon the construction contractor's submittals such as shop drawings, product data and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents. The Consultant's action shall be taken with such reasonable promptness as to cause no delay on the construction work on the project, while allowing for sufficient time in the Consultant's professional judgment for adequate review. Since it is the construction contractor's responsibility to do so under the contracts for construction, review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation and performance of equipment or systems designed by the construction contractor's. Unless otherwise provided in this AGREEMENT, these remain the responsibility of the construction contractor's to the extent required by the contract documents. The Consultant's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Consultant, of construction means, manners, methods, techniques, sequences or procedures. The consultant's approval of specific items shall not indicate approval of an assembly of which the item is component. When professional certification of performance characteristics of materials, systems or equipment is required by the contract documents, the Consultant shall be entitled to rely upon such certifications to establish that the materials, systems, or equipment will meet performance criteria required by the contract documents.

A.3.8 The Consultant's responsibilities for Construction Administration commences with the award of the construction contract by the Owner and terminates at the earlier of the issuance to the Contractor of a Final Certificate of Payment or sixty (60) working days after the date of substantial completion of the construction work.

B. OWNER'S RIGHTS AND RESPONSIBILITIES

B.1 OWNER'S RIGHTS

B.1.1 The Owner shall have the right to perform work related to the project and to award contracts in connection with the project that are not part of the Consultant's responsibilities under the AGREEMENT. The consultant shall notify the Owner in writing if any such independent action will in any way compromise the Consultants' ability to meet their responsibilities under the AGREEMENT.

B.1.2 The Owner reserves the right to approve the Consultant's personnel and to require a replacement satisfactory to the Owner. The Owner reserves the right to have such person replaced if, in the judgment of the Owner, any such person proves unsatisfactory. However, such replacement must fit within the rate/fee structure or the Owner has the option for a higher rate person for which the Consultant shall be compensated.

B.1.3 The Owner shall have the right to effect the removal of any of the Consultant's employees at any time during the duration of the AGREEMENT if that employee is deemed not to be of the level of competence or ability required under the AGREEMENT, or said employee is for any reason found to be unsuitable for the work. In such case, the Consultant shall promptly submit the name and qualifications of a replacement for approval by the Owner.

B.1.4 The Owner shall have the right to assign the administration of any or all contracts related to this project from the Owner to another State Agency, Authority or Commission at any time during the life of the project. In doing so, the Consultant agrees to continue to perform all contractual work under the AGREEMENT. The Consultant shall make no claim against the Owner in the event of such assignment.

B.1.5 The Owner may make changes to the scope of the project/assignment which may give rise to changes in the scope of the Consultant services. In such case, the Consultant shall be entitled to an adjustment in fee and in other terms and conditions of the AGREEMENT.

B.2 OWNER'S RESPONSIBILITIES

B.2.1 The Owner is contracting for the Consultant's services through the Contracting Officer of the Owner, the Division of Property Management and Construction (DPMC). The Contracting Officer is an officer of the State Department of the Treasury, DPMC and is responsible for the administration of the work of the DPMC. The Contracting Officer represents the Owner, either directly or through an appointed representative, in all dealings with the Consultant.

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

B.2.3 The Contracting Officer shall designate a Project Manager authorized to act on the Owner's behalf with respect to the project. The Contracting Officer's representative has only those duties which are required of an owner. The responsibility for completion of this project pursuant to the contract documents remains that of the Contractor(s). The responsibility for performance of the Consultant contractual obligations remains with the Consultant.

B.2.4 The information required in the above paragraphs in this Article shall be furnished at the Owner's expense.

C. CONTRACT DOCUMENTS

C.1 The following items identify the contract documents comprising the AGREEMENT.

1. AGREEMENT BETWEEN THE STATE OF NEW JERSEY AND THE CONSULTANT FOR TERM CONTRACT TC-001
2. GENERAL CONDITIONS TO THE CONSULTANT AGREEMENT.
3. REQUEST FOR PROPOSAL AND ADDENDUMS
4. PROCEDURES FOR ARCHITECTS AND ENGINEERS, CURRENT EDITION
5. CONSULTANT'S PROPOSAL & RATE SCHEDULE
6. NOTICE OF AWARD LETTER

D. PROFESSIONAL LIABILITY INSURANCE

D.1 The Consultant shall maintain Professional Liability Insurance with a \$2,000,000 minimum limit and a \$100,000 maximum deductible. The insurance carrier shall be registered with the N. J. Department of Insurance and licensed or authorized to conduct business in the State of New Jersey, as required by law. In the event of a loss, the Consultant shall be held responsible for payment of any deductible as though there were no deductible. Such insurance shall be

maintained for a period of not less than six months following the actual completion and acceptance of the project by the Owner. Contractual Liability Insurance is not acceptable.

E. CONSTRUCTION COST

E.1 It is understood that the limit of funds available for construction (CCE) exclusive of permits, land costs, furnishing, contingencies and professional fees will be determined as part of the Consultant's assignment and services under this term contract.

F. CONSULTANT COMPENSATION

F.1 The Consultant's firm will be compensated for professional services in accordance with the Term Contract TC-001 Rate Schedule submitted by the Consultant and subsequent approved work order assignments. The Owner will compensate the Consultant in accordance with the following terms and conditions:

F.1.1 The Not-to-Exceed or lump sum payable to the Consultant as established in their Work Order proposal shall compensate the consultant in full for all services as described in the Notice to Proceed of each approved Work Order Assignment. The start of compensation shall commence with the issuance of the project's Notice to Proceed for the approved Work Order.

F.1.2 The Consultant shall submit a payment schedule to the Owner's representative for approval prior to submittal of the Consultant first invoice. The schedule should be in detail, assigning a dollar value for each phase of work anticipated on a monthly basis throughout the entire contract.

F.1.3 The monthly compensation to the Consultant shall be paid in accordance with the payment schedule submitted by the Consultant and approved by the Owner.

F.1.4 Duration of services shall be as defined in the scope of work for each approved Work Order commencing on the date of the issuance of the Notice to Proceed for the Work Order.

F.1.5 Services provided under this AGREEMENT and Term Contract shall commence on the date of the written Notice of Award issued by the Owner.

F.1.6 Should the Project duration be extended for a Work Order assignment and the Owner requests continuation of services beyond the contracted duration, then the Consultant agrees to furnish services in accordance with the terms of the Consultant AGREEMENT for the additional period required for completion of the Work Order Assignment. The Owner shall reimburse the Consultant for Owner requested continuation of services beyond the specified contract period based upon the values identified in the approved Term Contract Rate Schedule for TC-001 and the approved Amended Work Order Assignment.

F.1.7 The Owner shall not be liable to the Consultant for indemnification, damages, or costs of any kind sustained by the Consultant as the result of the negligence or breaches of contractual obligations committed by the Consultants Sub Consultant(s), Contractor(s) or any other third party.

F.1.8 To the extent that the Consultant's services are required beyond the time identified in this AGREEMENT and/or to the extent that the Consultant is required to perform services not required under the AGREEMENT, the Consultant shall be entitled to an additional fee. However, the Consultant shall not be entitled to any additional compensation to the extent that delay in completion of the project is the result of the negligent or wrongful acts or omissions of the Consultant.

END OF AGREEMENT

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

**AGREEMENT
BETWEEN THE STATE OF NEW JERSEY AND THE
CONSULTANT FOR TERM CONTRACT TC-001**

REBUILD BY DESIGN – NEW MEADOWLANDS PROJECT

DPMC PROJECT P1131-00

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

and the Consultant, as noted in the Notice of Award for Term Contract TC-001:

The Owner and the Consultant agree as set forth below:

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- A.1.5 Notwithstanding any other provisions contained herein, the Consultant shall not be relieved of liability for actual damages sustained by the owner resulting from errors, omissions or any breach of this contract or any other obligation owed by the Consultant. The owner's representative immediately upon the discovery of any error, omission or breach, shall give written notification thereof to the Consultant and/or to the Consultant's Professional Liability Insurance carrier. The owner may withhold and/or deduct a reasonable portion of payments due, not to exceed the amount of the deductible identified in the liability policy, for the purpose of establishing a reserve until such time as the exact amount of such actual damages is determined. The owner may convene a hearing or conference to determine the amount, if any, of the actual damages arising from errors, omissions or any other breach of contract by the Consultant. Such moneys withheld by the owner shall be retained until the negotiated value of said damages shall be paid by the Consultant and/or the Consultant's insurance carrier or any other party that shall pay damages. Acceptance, approval or payment for any of the drawings, specifications or other work product and services provided or performed by the Consultant hereunder shall not constitute a release or

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A.3 CONSTRUCTION ADMINISTRATION PHASE

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- A.3.3 At all times the Consultant shall have access to the work to determine if it is proceeding in accordance with the Contract documents. However, neither the Consultant nor its sub-consultants shall have control over or be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work; these are solely the Construction Contractor's obligations under the contracts for construction. The Consultant shall not be responsible for Construction Contractor's schedules or failure to carry out the work in accordance with the contract documents. Except as otherwise provided in this AGREEMENT, the Consultant shall not have control over or charge of acts and omissions of the contractor's, construction subcontractors, or their agents or employees, or any other persons performing the work.
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- The Consultant's certification of payment shall constitute a representation to the Owner, based on the Consultant's observations at the project site, and the data contained in the construction contractor's Applications for Payment, that the construction contractor's work on the project has progressed to the point indicated and the quality of the construction work is generally in accordance with the contract documents. The former representations are subject to an evaluation of the construction work for conformance with the contract documents upon substantial completion, to results of subsequent tests prior to completion and specific qualifications expressed by the Consultant. The issuance of Certificate of Payment shall further constitute a representation that the construction contractor's subcontractors for the project are entitled to payment in the amount certified. Issuance of Certificates of Payments are not a representation that the Consultant has (1) made continuous and exhaustive inspections to check the quality or quantity of work, (2) reviewed the construction contractor's construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from construction contractor's subcontractors and material suppliers and other data requested by the Owner to substantiate construction contractor's right to payment or (4) ascertained how and for what purpose the construction contractor's has used money previously paid on account of contract sum. These are the construction contractor's responsibilities under the contracts for construction.
- A.3.5 Within ten (10) working days of the date that it receives a change order request from the Owner, the Consultant shall evaluate and make specific written recommendations, including verification of costs, on all contractor change orders that relate to the execution and progress of the work and on all matters or questions related thereto and, upon notification, shall attend and actively participate at administrative hearings or settlement conferences in connection with such change orders. If the nature of the work described in the change order is complex, the Owner representative may grant the Consultant additional time, if requested in writing by the Consultant, to evaluate the change order.
- A.3.6 The Consultant shall have the authority to reject construction work on a project that does not conform to the contract documents. In such cases the Consultant will advise the Owner of the rejection. Whenever the Consultant considers it necessary or advisable for implementation of the

intent of the contract documents, the Consultant will have the authority to require additional inspection or testing of the work in accordance with the contract documents, whether or not such work is fabricated, installed or completed. However, neither the authority of the Consultant nor a decision made in good faith either to exercise or not to exercise such authority shall create a duty or responsibility of or by the Consultant to the construction contractor's construction subcontractors, material and equipment suppliers, their agents or employees or other persons performing portions of the construction work on the project.

A.3.7 The Consultant shall review and approve or take other appropriate action upon the construction contractor's submittals such as shop drawings, product data and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents. The Consultant's action shall be taken with such reasonable promptness as to cause no delay on the construction work on the project, while allowing for sufficient time in the Consultant's professional judgment for adequate review. Since it is the construction contractor's responsibility to do so under the contracts for construction, review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation and performance of equipment or systems designed by the construction contractor's. Unless otherwise provided in this AGREEMENT, these remain the responsibility of the construction contractor's to the extent required by the contract documents. The Consultant's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Consultant, of construction means, manners, methods, techniques, sequences or procedures. The consultant's approval of specific items shall not indicate approval of an assembly of which the item is component. When professional certification of performance characteristics of materials, systems or equipment is required by the contract documents, the Consultant shall be entitled to rely upon such certifications to establish that the materials, systems, or equipment will meet performance criteria required by the contract documents.

A.3.8 The Consultant's responsibilities for Construction Administration commences with the award of the construction contract by the Owner and terminates at the earlier of the issuance to the Contractor of a Final Certificate of Payment or sixty (60) working days after the date of substantial completion of the construction work.

B. OWNER'S RIGHTS AND RESPONSIBILITIES

B.1 OWNER'S RIGHTS

B.1.1 The Owner shall have the right to perform work related to the project and to award contracts in connection with the project that are not part of the Consultant's responsibilities under the AGREEMENT. The consultant shall notify the Owner in writing if any such independent action will in any way compromise the Consultants' ability to meet their responsibilities under the AGREEMENT.

B.1.2 The Owner reserves the right to approve the Consultant's personnel and to require a replacement satisfactory to the Owner. The Owner reserves the right to have such person replaced if, in the judgment of the Owner, any such person proves unsatisfactory. However, such replacement must fit within the rate/fee structure or the Owner has the option for a higher rate person for which the Consultant shall be compensated.

B.1.3 The Owner shall have the right to effect the removal of any of the Consultant's employees at any time during the duration of the AGREEMENT if that employee is deemed not to be of the level of competence or ability required under the AGREEMENT, or said employee is for any reason found to be unsuitable for the work. In such case, the Consultant shall promptly submit the name and qualifications of a replacement for approval by the Owner.

- B.1.4 The Owner shall have the right to assign the administration of any or all contracts related to this project from the Owner to another State Agency, Authority or Commission at any time during the life of the project. In doing so, the Consultant agrees to continue to perform all contractual work under the AGREEMENT. The Consultant shall make no claim against the Owner in the event of such assignment.
- B.1.5 The Owner may make changes to the scope of the project/assignment which may give rise to changes in the scope of the Consultant services. In such case, the Consultant shall be entitled to an adjustment in fee and in other terms and conditions of the AGREEMENT.

B.2 OWNER'S RESPONSIBILITIES

- B.2.1 The Owner is contracting for the Consultant's services through the Contracting Officer of the Owner, the Division of Property Management and Construction (DPMC). The Contracting Officer is an officer of the State Department of the Treasury, DPMC and is responsible for the administration of the work of the DPMC. The Contracting Officer represents the Owner, either directly or through an appointed representative, in all dealings with the Consultant.
- B.2.2 The Owner shall provide information regarding the requirements of the project/assignment, including a scope of work which shall set forth the Owner's objectives, constraints and criteria, including space requirements, special equipment, systems and site requirements, budget constraints and the required date of completion.
- B.2.3 The Contracting Officer shall designate a Project Manager authorized to act on the Owner's behalf with respect to the project. The Contracting Officer's representative has only those duties which are required of an owner. The responsibility for completion of this project pursuant to the contract documents remains that of the Contractor(s). The responsibility for performance of the Consultant contractual obligations remains with the Consultant.
- B.2.4 The information required in the above paragraphs in this Article shall be furnished at the Owner's expense.

C. CONTRACT DOCUMENTS

- C.1 The following items identify the contract documents comprising the AGREEMENT.
1. AGREEMENT BETWEEN THE STATE OF NEW JERSEY AND THE CONSULTANT FOR TERM CONTRACT TC-001
 2. GENERAL CONDITIONS TO THE CONSULTANT AGREEMENT.
 3. REQUEST FOR PROPOSAL AND ADDENDUMS
 4. PROCEDURES FOR ARCHITECTS AND ENGINEERS, CURRENT EDITION
 5. CONSULTANT'S PROPOSAL & RATE SCHEDULE
 6. NOTICE OF AWARD LETTER

D. PROFESSIONAL LIABILITY INSURANCE

- D.1 The Consultant shall maintain Professional Liability Insurance with a \$2,000,000 minimum limit and a \$100,000 maximum deductible. The insurance carrier shall be registered with the N. J. Department of Insurance and licensed or authorized to conduct business in the State of New Jersey, as required by law. In the event of a loss, the Consultant shall be held responsible for payment of any deductible as though there were no deductible. Such insurance shall be

maintained for a period of not less than six months following the actual completion and acceptance of the project by the Owner. Contractual Liability Insurance is not acceptable.

E. CONSTRUCTION COST

E.1 It is understood that the limit of funds available for construction (CCE) exclusive of permits, land costs, furnishing, contingencies and professional fees will be determined as part of the Consultant's assignment and services under this term contract.

F. CONSULTANT COMPENSATION

F.1 The Consultant's firm will be compensated for professional services in accordance with the Term Contract TC-001 Rate Schedule submitted by the Consultant and subsequent approved work order assignments. The Owner will compensate the Consultant in accordance with the following terms and conditions:

F.1.1 The Not-to-Exceed or lump sum payable to the Consultant as established in their Work Order proposal shall compensate the consultant in full for all services as described in the Notice to Proceed of each approved Work Order Assignment. The start of compensation shall commence with the issuance of the project's Notice to Proceed for the approved Work Order.

F.1.2 The Consultant shall submit a payment schedule to the Owner's representative for approval prior to submittal of the Consultant first invoice. The schedule should be in detail, assigning a dollar value for each phase of work anticipated on a monthly basis throughout the entire contract.

F.1.3 The monthly compensation to the Consultant shall be paid in accordance with the payment schedule submitted by the Consultant and approved by the Owner.

F.1.4 Duration of services shall be as defined in the scope of work for each approved Work Order commencing on the date of the issuance of the Notice to Proceed for the Work Order.

F.1.5 Services provided under this AGREEMENT and Term Contract shall commence on the date of the written Notice of Award issued by the Owner.

F.1.6 Should the Project duration be extended for a Work Order assignment and the Owner requests continuation of services beyond the contracted duration, then the Consultant agrees to furnish services in accordance with the terms of the Consultant AGREEMENT for the additional period required for completion of the Work Order Assignment. The Owner shall reimburse the Consultant for Owner requested continuation of services beyond the specified contract period based upon the values identified in the approved Term Contract Rate Schedule for TC-001 and the approved Amended Work Order Assignment.

F.1.7 The Owner shall not be liable to the Consultant for indemnification, damages, or costs of any kind sustained by the Consultant as the result of the negligence or breaches of contractual obligations committed by the Consultants Sub Consultant(s), Contractor(s) or any other third party.

F.1.8 To the extent that the Consultant's services are required beyond the time identified in this AGREEMENT and/or to the extent that the Consultant is required to perform services not required under the AGREEMENT, the Consultant shall be entitled to an additional fee. However, the Consultant shall not be entitled to any additional compensation to the extent that delay in completion of the project is the result of the negligent or wrongful acts or omissions of the Consultant.

END OF AGREEMENT