



"YOUR PROJECT ADVOCATE SINCE 1979"

### CONTRACT

#### PROJECT MANAGER

An agreement made this 1st day of March in the year Two Thousand Seventeen, between Manasquan Public School District, Manasquan New Jersey, hereinafter "Owner", and New Road Construction Management Co., Inc., 1876 Greentree Road, Cherry Hill, State of New Jersey, hereinafter "Project Manager" or "PM".

#### GENERAL PURPOSE OF THE CONTRACT

The Project Manager will endeavor to represent the interests of the Owner on the job site by providing professional administrative and management services as required to facilitate satisfactory performance from the Contractors and Architect, and complete the project in accordance with the Owner's objectives for cost, time and quality.

#### RECITALS

1. The Owner is about to construct renovations and alterations to the Manasquan High School, and Elementary School in accordance with the RFP attached hereto dated February 10, 2017.
2. Construction project will be financed via public referendum bonds purchased.
3. Garrison Architects (hereinafter referred to as "Architect") is employed to perform necessary architectural services concerning the project. Edwards Engineering (hereinafter referred to as "Engineer") is employed to perform necessary civil engineering services concerning the project.
4. The Owner desires to hire New Road Construction Management Co., Inc in the capacity of a Construction Project Manager, hereinafter "PM".

In consideration of the mutual promises set forth herein, it is agreed by and between Owner and PM that:

**SECTION ONE**  
**DUTIES AND RESPONSIBILITIES OF PM**

Refer to attached Proposal Dated 2/10/17 for detailed scope of work proposed. PM agrees to provide and perform all the services as called for in the Request for Proposal. A summary of the work to be performed by the PM is as follows:

**I. Preconstruction Phase**

The PM shall monitor the design of the project by performing the following:

- A. The PM will participate in periodic review meetings with the Design Consultants, as needed, and provide recommendations regarding the constructability aspects of the design to the Owner.
- B. The PM will represent the Owner and participate in specific design alternative review meetings with the Design Consultants and Owner's staff to review specific aspects of the design as it is developed into building systems. These review meetings will discuss many topics including:

- Owner's Programming Requirements
  - Roofing Systems
  - Heating and Ventilating Methods
  - Air Conditioning Systems
  - Automatic Temperature Control Systems
  - Wall Finishes
  - Floor Finishes
  - Exterior Finish Materials

These review meetings will discuss present systems in existing schools, the Owner's experience and the Design Consultant's recommendations.

- C. The PM will review and suggest modifications to the Bidding Documents for consistency with the Owner's objectives for the Project. Specific suggestions of modification of contractual terms will be made as required to protect the Owner and will be reviewed by the Owner's attorney as required.
- D. The PM will review a pre-bid schedule to evaluate the project progress and to assist in meeting the milestones established for the Project. Using P.M.'s current knowledge of equipment and construction duration, a schedule will be developed that will be included in the project bid documents as a guideline for the bidders.

## **II. ASSIST WITH BIDDING AND / OR NEGOTIATIONS**

The PM will assist the Owner as required in any and all bidding or negotiations in the following manner; Assist the Owner and Architect/Engineer in establishing lists of bidders, review pre-qualifications of bidders; participate as needed in pre-bid conferences; attend bid openings; review alternatives and / or substitutions and review bid evaluations. The PM may assist in notifying the successful bidders if this is required by the Owner.

## **III. CONSTRUCTION PHASE SERVICES**

The PM will perform the following services as Project Manager during the Construction Phase. These services will be performed by the Construction Manager and staff who will be resident at the construction site.

- A. Conduct and publish minutes of bi-weekly Construction Job Meetings as required by the Project.
- B. Report to the Owner any discrepancies in deliveries, on-site problems or disagreements with contractors, subcontractors, or other persons, specifically reviewing whether staffing levels are adequate.
- C. Assist the contractors in obtaining from Architect additional details or information, when required, for proper execution of the work.
- D. Acquire a list from the contractors of all of their proposed suppliers and subcontractors.
- E. Alert the contractor's superintendents when it is observed that materials or equipment are being installed before approval of shop drawings or samples, where such are required, and advise Architect when he believes it is necessary to disapprove work as failing to conform to the contract documents.
- F. Conduct on-site observations of the work in progress as a basis for determining that the project is proceeding in accordance with the Owner's interests, and report to Architect whenever he believes any work should be rejected or specially tested, or that the work should be stopped to confirm that the completed project will comply with the requirements of the contract documents.
- G. Accompany visiting inspectors when possible, representing public or other agencies having jurisdiction over the project, record the outcome of these inspections and report to Owner as required.
- H. Review with the Architect the contractors' suggestions for modifications in drawings or specifications, change orders and additional work requests, and report them with recommendations to Owner and Architect.



- I. Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and other submissions, reproductions of original contract documents including all addenda, change orders, field orders, and additional drawings issued subsequent to the award of the contract, architect's interpretations of the contract documents, progress reports and other project-related documents.
- J. Keep a diary or log book, recording weather conditions, list of visiting officials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures.
- K. Maintain a set of drawings on which authorized changes are noted by the Contractor, review and deliver to Owner a complete set of "as built drawings" from the prime contractors.
- L. Furnish Owner with periodic reports, as required, of progress of the project budget information and the contractors' compliance with the approved progress schedule.
- M. Consult with the Owner in advance of scheduled major tests, inspections, start of important phases of the project.
- N. Review applications for payment with contractors for compliance with the established procedure for their submission and forward them with recommendations to Architect, noting particularly their relation to the work completed and material and equipment delivered at the site. The issuance of a Certificate for Payment shall not be a representation that the PM has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractors right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract sum.
- O. Prior to inspection for substantial completion, assist the Architect in submitting to Contractors a list of observed items requiring correction, and monitor the correction of these items.
- P. Conduct final inspection in the company of Architect and Owner and assist in the preparation of a final list of items to be corrected.
- Q. Verify that all items on final list have been addressed and make recommendations to Owner and Architect concerning acceptance.
- R. During the project, provide reasonable assistance in resolution of all disputes with contractors; however, hearing preparation and expert witness services shall not be considered as part of this Contract.

#### **IV. POST CONSTRUCTION PHASE SERVICES**

- A. During the warranty period, the PM will act as the Owner's representatives, if required, in helping coordinate warranty repairs with the contractors.
- B. Eleven months after the completion of the project, and one month before standard project warranties expire, if required by the Owner, the PM with the Owner will perform an inspection of the Project to identify warranty items. The contractors will be contacted and corrections monitored.

#### **SECTION TWO** **ITEMS WHICH ARE NOT DUTIES OF PM**

The PM's duties and responsibilities are set forth exclusively at SECTION ONE of this agreement, and may not be expanded or modified without the PM's written consent. Unless otherwise specifically and expressly provided for in SECTION ONE, no provision in the Contract Documents, or any agreement or contract involving other parties to the project, may impose a duty or responsibility upon the PM. In the event of any conflict between this Contract and the Contract Documents, or any agreement or contract involving other parties to the project, the provisions of this Contract shall govern. The PM shall not perform or be responsible for services or work including but not limited to the following:

- A. Any and all duties and obligations to be performed by the Contractor, Architect, or any other contracted Consultants in any of the A.I.A. Contract Documents between the parties, or in any other contract between the parties, unless specifically set forth or contained within the descriptions of the PM's duties in Section One of this contract.
- B. Nothing in the Contract Documents between the PM and the Owner is intended to affect the duty of the contractor for general construction to coordinate and supervise construction as set forth in the Contract Documents between the Contractor for general construction and the Owner nor the duty of any prime contractor to coordinate and supervise as set forth in their respective contract documents with the Owner. This Contract is not intended to affect responsibility for means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work which are intended to be the sole responsibility of the respective prime contractors. The PM has no responsibility for these items.
- C. No duties of the Project Manager are intended to relieve any prime contractor or any consultant from meeting their own individual contractual duties and responsibilities.
- D. The PM will have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to hazardous materials in any form at the project sites including, but not limited to, asbestos, polychlorinate biphenyl (PCB) or other toxic substances.
- E. The PM will have no responsibility for the cost of an on-site office, equipment or related utility costs. It is the intent to have the Owner supply office space and equipment, furnishings, heat, air conditioning, power, internet service, copying and fax availability.



- F. Job site safety is the sole responsibility of the Prime Contractors on the Project. The PM has no responsibility for this item or the monitoring of compliance to the requirements.

**SECTION THREE**  
**COMPENSATION FOR DESIGNATED SERVICES AND COMMENCEMENT OF WORK**

Owner agrees to pay the PM in accordance with the Phased Fee Schedule below:

**A. PRE-CONSTRUCTION PHASE SERVICES**

For the **Construction Documents and Bidding Period** we propose to perform the outlined services, including all necessary professional time, clerical support, incidental expenses, etc., for a

**LUMP SUM FEE** including estimating **\$20,000.00**

**B. CONSTRUCTION PHASE SERVICES**

For the **Construction Period** from the award of the Construction Contract through the Certificate of Occupancy, we propose to perform the outlined services, including a full time on site Construction Manager, all necessary professional time, clerical support, incidental expenses, etc. for a

**MONTHLY FEE** of **\$22,900.00/month**  
**TWELVE MONTH FEE** of **\$343,500.00**

**Note:** It is our understanding the Owner will provide on-site office space, telephone, copy and fax machine for the Construction Manager's use. These costs are not included in this fee proposal.

**C. 2ND MANAGER**- \$13,000.00 per month, 3 months summer 2018 **\$39,000.00**

**D. POST CONSTRUCTION FEE**

For the **Post Construction Period** we propose to perform the outlined services, including all necessary professional time, clerical support, incidental expenses, etc. for an

**HOURLY RATE** of **\$120/hour**  
**Budget \$20,000.00**

**Total Proposed CM Budget** **\$422,500.00**

**E. HOURLY RATES FOR ADDITIONAL SERVICES (as requested)**

Should the Owner request additional services beyond the scope of this Contract, PM shall be reimbursed per the following Hourly rates for specific categories of personnel:

Principal Partner	\$165.00/hour
Project Executive	\$135.00/hour
Project Manager	\$125.00/hour
Architect	\$125.00/hour
Specialty Consultants, Scheduler, Estimator	\$115.00/hour
Construction Manager	\$ 98.00/hour
Field Engineer	\$ 85.00/hour
Clerical Support	\$ 60.00/hour

**SECTION FOUR**  
**TIME DEVOTED TO WORK**

In the performance of the services, the services and the hours PM is to work on any given day will be entirely within its control and Owner will rely upon PM to put in such number of hours as is reasonable and necessary to fulfill the spirit and purpose of this contract.

**SECTION FIVE**  
**RELATIONSHIP OF PARTIES**

The parties intend that an independent Contractor/Owner relationship will be created by this contract. Owner is interested only in the results to be achieved, and the conduct and control of the services will lie solely with PM. PM is not to be considered an employee of Owner for any purpose, and is not entitled to any of the benefits that Owner provides for Owner's Employees. It is further understood that PM is free to contract for similar services to be performed for other Owner's while under contract with Owner.

**SECTION SIX**  
**DURATION**

Either party may cancel this contract on sixty ( 60 ) days written notice; otherwise, the contract shall remain in force from the date of agreement indicated on page one, until all services outlined and proposed herein are completed. Should the Owner not be able to complete the project, the PM services shall terminate at the time of abandonment and no fees for future phases will be due the "PM".

**SECTION SEVEN**  
**CONTINGENCY**

The Owner and PM acknowledge that changes may be required because of possible omissions, ambiguities or inconsistencies in the plans and specifications or other circumstances beyond the parties' control, therefore, the cost of the project may exceed any estimates, contract sums or the owner's budget. The PM advises that the owner set aside a reserve in the amount of ten percent (10%) of the actual projected construction costs as a contingency reserved to be used, as required, to pay for any such increased project costs.



**SECTION EIGHT**  
**DISPUTES**

- A. Owner and PM have discussed the risks, rewards and benefits of the Project as well as the fact that the vast preponderance of the money to be paid for this Project will be paid to others rather than to the PM. In recognition of this reality, Owner and PM therefore agree that, to the fullest extent permitted by law, the total liability, in the aggregate, of the PM, its consultants and their agents, servants and/or employees, for all injuries, claimed, including damages to the Project itself (losses, expenses or claims whatsoever related to services provided by the PM or its consultants under this Agreement, including but not limited to negligence, errors or omissions, strict liability, breach of contract or any claim whatsoever) shall not exceed the total amount of any available liability insurance at the time that the claim is resolved either by settlement, arbitration award or final judgment.
- B. To the extent damages are covered by property insurance during construction, or afterwards, the Owner and PM waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance. The Owner and the PM, as appropriate, shall require of the clients, contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

**SECTION NINE**  
**INSURANCE**

- A. During the Project, the PM will maintain general liability insurance providing broad from comprehensive general liability coverage in the amount of \$1,000,000.00 with an insurance carrier licensed to do business in the State of New Jersey. A Certificate of Insurance acceptable to the Owner shall be provided to the Owner prior to the commencement of the PM's work. The Certificate shall contain a provision that coverage afforded under the policy shall not be cancelled until at least 30 days prior written notice has been given to the Owner.

Comprehensive General Liability

Each Occurrence	\$1,000,000.00
Aggregate	\$1,000,000.00
Worker's Compensation	
Each Occurrence	\$ 500,000.00

- B. During the Project, the PM will maintain professional liability insurance in the amount of \$1,000,000.00 with an insurance carrier licensed to do business in the State of New Jersey. A Certificate of Insurance acceptable to the Owner will be provided to the Owner prior to the commencement of the PM's work. Certificate shall contain a provision that coverage afforded under the policy shall not be cancelled until at least 30 days prior written notice has been given to the Owner.

C. The Owner shall include provisions in its Contract with the Contractor and the Contract Documents indicating that:

1. To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the Owner, the PM (as either the Owner's agent or consultant), and the Architect, and the Consultants, agents and employees of any of them from and against all claims, damages, and expenses, including, but not limited to attorney's fees, arising out of or resulting from performance of the Work. This indemnification agreement shall be applicable so long as there is no determination by a court of competent jurisdiction or panel of arbitrators that the personal or bodily injury, sickness, disease or death or damage, or damage to or destruction of the property, which is the alleged basis of the claim, was caused by the sole negligence of the Owner, the PM (as either the Owner's agent or consultant), and the Architect, and the Consultants, agents and employees of any of them; and
2. The Contractor shall name as additional insureds on its liability insurance policies the Owner, the PM (as either the Owner's agent or consultant), and the Architect, and the Consultants, agents and employees of any of them.

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#### **SECTION TEN** **AFFIRMATIVE ACTION**

During the performance of this Contract, the PM agrees as follows:

- A. The PM or subconsultant, where applicable, will not discriminate against any employee or application for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action 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;
- B. The PM or subconsultant, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applications will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex;
- C. The PM or subconsultant, 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.



- D. The PM or subconsultant, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.
- E. The CM or subconsultant agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated but the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.
- F. The PM or subconsultant agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
- G. The PM or subconsultant agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, was 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.
- H. The PM or subconsultant agrees to review all procedures relating to transfer, upgrading, downgrading, and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The requirements of this section shall no apply to PM or subconsultant performing under an existing federally approved or sanctioned affirmative action program, or to any subcontractor which is exempted under N.J.A.C. 17:27-6.1 from the affirmative action plan requirements of N.J.A.C. 17:27-6; or to a PM or subconsultant bidding on or negotiating with a public agency operating under its own affirmative action program which has been designated as a State approved affirmative action construction program pursuant to N.J.A.C. 17:27-6.

#### **SECTION ELEVEN** **GENERAL PROVISIONS**

PM agrees to the terms of this contract and accepts the responsibilities as stated herein and agrees to faithfully perform his duties under this agreement and to observe and enforce the rules prescribed for governing of the school system by the Board and to follow directions of the Board, as agent for Owner through the Board's representative.



**SECTION TWELVE**

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

**Manasquan Public School District**

BY \_\_\_\_\_

\_\_\_\_\_  
Attest

**NEW ROAD CONSTRUCTION MANAGEMENT CO.**

BY \_\_\_\_\_

\_\_\_\_\_  
Attest