

#### Addendum #3

New Jersey Schools Development Authority Office of Procurement 32 East Front Street Trenton, NJ 08625

Phone: 609-858-2915

DATE:

October 4, 2018

PROJECT #:

ES-0043-M01 - Orange/Cleveland Elementary School

ES-0042-M01 – Orange/High School Construction Management Services

**DESCRIPTION:** 

Addendum #3

This addendum shall be considered part of the Construction Management Services Request for Qualifications and Proposals ("RFQ/RFP") issued in connection with the referenced project. Should information contained in this Addendum conflict with the Construction Management Services RFQ/RFP this Addendum shall supersede the relevant information in the Construction Management Services RFQ/RFP.

### A. CHANGES TO THE PROCUREMENT PROCESS:

1. Not applicable.

### B. CHANGES TO THE PROCUREMENT DOCUMENTS:

NOTE that modifications to the following items will be shown as follows: additions in **bold and underlined** text; deletions in **strikethrough and italies**.

### 1. Changes to the RFQ/RFP

a. Not applicable.

#### 2. Changes to the RFQ/RFP Forms

a. **REPLACE:** REPLACE the Price Proposal as originally issued for ES- 0043-M01 -- Orange/Cleveland ES, with Revised Price Proposal for ES- 0043-M01 --

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Project: ES-0043-M01 – Orange/Cleveland ES, ES-0042-M01 – Orange/High School

Orange/Cleveland ES, dated September 12, 2018, included with this Addendum as Attachment 3.1.

b. **REPLACE:** REPLACE the Price Proposal as originally issued for ES- 0042-M01 – Orange High School, with Revised Price Proposal for ES- 0042-M01 – Orange High School, dated September 12, 2018, included with this Addendum as Attachment 3.2.

### 3. Changes to the Construction Management Services Agreement

**a. MODIFY:** Modify the sixth paragraph on page ii of the Construction Management Agreement to reflect deletion of Submittal Services as a Specified Services Amount, as follows:

Provided that	it CM strictly, co	mpletely ar	ıd timely pe	rforms all	of the Services
specified and	l all other obligat	ions set fortl	in this Agre	eement an	d subject only to
such increase	es or decreases ex	pressly pern	nitted by this	Agreeme	nt, the Authority
will pay CM	I a Monthly Fee	of			dollars
(\$	), along wi	th specified	sums for,	Procuren	nent of Special
Inspectors			d	lollars (\$	),
Submittal	Services				<u>dollars</u>
(\$	——),Close-Out	Services			
dollars	(\$	),	FFT]	Е	Coordination
Services			dollar	rs (\$	), and
Insurance			dolla	rs (\$	

- b. **REPLACE:** REPLACE the Appendix B ("Project Term and Project Description") to Construction Management Agreement as originally issued for ES- 0043-M01 -- Orange/Cleveland ES, with Revised Appendix B ("Project Term and Project Description") to Construction Management for ES- 0043-M01 -- Orange/Cleveland ES, dated September 12, 2018, included with this Addendum as Attachment 3.3.
- c. **REPLACE:** REPLACE the Appendix B ("Project Term and Project Description") to Construction Management Agreement as originally issued for ES- 0042-M01 Orange High School, with Revised Appendix B ("Project Term and Project Description") to Construction Management Agreement for ES- 0043-M01 -- Orange High School, dated September 12, 2018, included with this Addendum as Attachment 3.4.

### C. BIDDER'S QUESTIONS, REQUESTS FOR INFORMATION AND RESPONSES:

1. Question: What is the anticipated Notice to Proceed date for the selected Construction Manager for each project?

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Project: ES-0043-M01 – Orange/Cleveland ES, ES-0042-M01 – Orange/High School

Answer: The anticipated Noticed to Proceed date for the Orange Cleveland

Elementary School Project is on or about March 21, 2019. The anticipated Noticed to Proceed date for the Orange High School Project

is on or about March 21, 2019.

2. Question: What is the anticipated duration of the Construction Phase for each

project?

Answer: The Orange Cleveland Elementary School Project is anticipated to

achieve Substantial Completion within 551 calendar days from the Commencement Date, and is anticipated to achieve Final Completion

within 641 calendar days of Commencement Date.

The Orange High School Project is anticipated to achieve Substantial Completion within 829 calendar days from the Commencement Date, and is anticipated to achieve Final Completion within 917 calendar days after

issuance of the Construction NTP.

3. Ouestion: What is the construction budget for each project?

Answer: The SDA anticipates advertising the construction contract for the

Cleveland Elementary School Project with an anticipated Construction

Cost Estimate in the range of \$12 million to \$14.5 million.

The SDA anticipates advertising the construction contract for the Orange

High School Project with an anticipated Construction Cost Estimate in

the range of \$33 million to \$37 million.

4. Ouestion: What are the 'budgeted' construction costs for each project?

Answer: Refer to response to Question 3, above.

5. Question: Cleveland ES, Appendix B Project Description, Page 3 of 4, Abatement

and Demolition Contract- Based on the RFP milestone schedule, the CM NTP is after the start of this separate abatement/ demolition contract, therefore the CM will not have involvement with the

management of this contract. Please confirm.

Answer: Confirmed. The CM will not have involvement with the management of

the Abatement and Demolition Contract.

6. Question: RFP Page 12, Staffing Proposal & Cleveland ES, Appendix B, Project

Schedule, Page 4 of 4- It is understood that the RFP schedule is

anticipated, and subject to change. The Cleveland ES Project Manager is

committed full time from Construction NTP (10/24/19) to Final Completion (4/20/22), or 30 months overall (21 months construction

phase and 9 months closeout phase). The Cleveland ES Office Engineer

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Project: ES-0043-M01 - Orange/Cleveland ES, ES-0042-M01 - Orange/High School

is committed full time from Construction NTP to Substantial Completion (4/27/21), or 18 months. Then the Office Engineer will be involved in the closeout phase for another 2 months (full time), or 4 months (half time). **Please confirm.** 

Answer:

Incorrect. The time commitment stated for the Project Manager for the Cleveland ES project is incorrect, in that the cited durations are mis-stated or have been revised by this Addendum. The Project Manager role for the Cleveland ES Project requires a full time commitment from NTP (October 24, 2019) to Final Completion (July 27, 2021), as that term is defined in the Construction Management Agreement and the General Conditions for the Contractor, or 24 months overall (21 months construction phase and approximately three months closeout phase). Please refer to revised Appendix B for Cleveland ES, included as Attachment 3.4 to this Addendum, for revisions and clarifications in schedule durations and dates.

7. Question:

RFP Page 12, Staffing Proposal & Orange High School, Appendix B, Project Schedule, Page 4 of 4- It is understood that the RFP schedule is anticipated, and subject to change. The Orange HS Project Manager is committed full time from NTP (7/29/19) to Final Completion (12/20/22), or 40 months overall (31 months construction phase and 9 months closeout phase). The Orange HS Office Engineer is committed full time from NTP to Substantial Completion (12/28/21), or 28 months. Then the Office Engineer will be involved in the closeout phase for another 2 months (full time), or 4 months (half time). Please confirm.

Answer:

Incorrect. The time commitment stated for the Project Manager for the Orange High School project is incorrect, in that the cited durations are mis-stated or have been revised in this Addendum. The Project Manager role for the Orange High School Project requires a full time commitment from NTP (September 27, 2019) to Final Completion (April 1, 2022), as that term is defined in the Construction Management Agreement and the General Conditions for the Contractor, or 30 months overall (27 months construction phase and approximately three months closeout phase). Please refer to revised Appendix B for Orange High School, included as Attachment 3.4 to this Addendum, for revisions and clarifications in schedule durations and dates.

**8.** Question:

NJSDA Price Proposal Forms, Cleveland ES & Orange HS, Item C, Submittal Services Amount- Since the quantity of submittals prior to NTP that require CM submittal review/ processing is unknown, it is challenging to estimate the manhours of service required and submit a lump sum fee for this component of service at this time. To enable all proposers to be on a comparable basis of understanding, we respectfully ask that the SDA consider establishing an allowance for this item.

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Project: ES-0043-M01 - Orange/Cleveland ES, ES-0042-M01 - Orange/High School

Answer:

For both the Orange Cleveland ES and Orange High School Projects, SDA has determined to eliminate Submittal Services as a category of Specified Sum Services on the Price Proposal. Instead, Submittal Services shall be considered as part of CM's Basic Services and compensated as part of CM's Monthly Fee. Please refer to Item B.3.a above, for modifications to the CM Agreement reflecting this change, as well as the Revised Price Proposal for Cleveland ES CM Services, supplied with this Addendum as Attachment 3.1, and the Revised Price Proposal for Orange High School CM Services, supplied with this Addendum as Attachment 3.2.

### D. CHANGES TO PREVIOUS ADDENDA:

1. Not applicable.

### E. ATTACHMENTS:

Attachment 3.1 Revised Price Proposal ES-0043-M01— Orange Cleveland ES, dated October 4, 2018.

Attachment 3.2 Revised Price Proposal ES-0042-M01— Orange High School, dated October 4, 2018.

Attachment 3.3 Revised Appendix B ("Project Term and Project Description") to Construction Management Agreement for ES- 0043-M01 -- Orange/Cleveland ES, dated October 4, 2018.

Attachment 3.4 Revised Appendix B ("Project Term and Project Description") to Construction Management for ES- 0042-M01 -- Orange High School, dated October 4, 2018.

Refer all questions to NJSDA Procurement Staff. Any bidder attempting to contact government officials (elected or appointed), including NJSDA Board members, NJSDA Staff (except for Procurement), Selection Committee members, NJSDA Consultants, and School District officials for information relating to this project or in an effort to influence the selection process may be immediately disqualified.

End of Addendum No. 3

BSDA Da

Addendum: 3

Project: ES-0043-M01 – Orange/Cleveland ES, ES-0042-M01 – Orange/High School



32 E FRONT STREET P.O. BOX 991 TRENTON, NJ 08625-0991 609-943-5955

### Addendum #3

New Jersey Schools Development Authority Office of Procurement 32 East Front Street Trenton, NJ 08625

Phone: 609-858-2915

DATE:

October 4, 2018

PROJECT #:

ES-0043-M01 - Orange/Cleveland Elementary School

ES-0042-M01 - Orange/High School Construction Management Services

**DESCRIPTION:** 

Addendum #3

### Acknowledgement of Receipt of Addendum

Consultant must acknowledge the receipt of the Addendum by signing in the space provided below and returning via scanned copy (<u>Dkutch@njsda.gov</u>). Signed acknowledgement must be received prior to the Bid Due Date. <u>Acknowledgement of the Addendum must be made on the NJSDA Price Proposal Form. Please include a copy of this signed acknowledgement form in the Technical Proposal Submission.</u>

	D1 (2)
Signature	Print Name
Company Name	Date

Addendum: 3 Page 6 of 6

Project: ES-0043-M01 – Orange/Cleveland ES, ES-0042-M01 – Orange/High School

### REVISED NJSDA PRICE PROPOSAL FORM

# CONSTRUCTION MANAGEMENT SERVICES Cleveland Street Elementary School Contract No.: <u>ES-0043-M01</u>

The I	Price Proposal submitted by (Name of Vendor)	
This	Price Proposal provides for a Total Compensation Amo	ount as follows:
A)	Monthly Fee Amount for Construction Phase	\$
B)	Monthly Fee (Line A) multiplied by <u>21</u> months:	\$
	Note: The duration specified above is for bidding p duration may vary. The monthly fee is payable to C Construction Phase Services until Substantial Comp the Agreement.	CM from the commencement of CM's
C)	Procurement of Special Inspectors Amount	\$
	Note: CM will be required to procure and engage sp prior to the issuance of a Notice to Proceed to the G performance of any of CM's Construction Phase Se compensate CM for the costs of procurement of spe 4.13.3 of the Agreement, whether such procurement Construction Phase Services, or concurrent with any the Agreement. This amount is NOT intended to conthemselves, which shall be compensated as Allowar Amount.	eneral Contractor, and prior to the rvices. This Amount is intended to cial inspection services pursuant to Section to occurs prior to issuance of a CM NTP for of CM's Construction Phase Services under mpensate for the costs of Special Inspections
D)	Close-Out Services Amount	\$
	Note: The Close-Out Services Amount is the CM's Close-Out Services as described in Section 4.14 of t cover all Close-Out Services required by the Agreer Close-Out Services Amount must be GREATER THE, but the Close-Out Services Amount may or may firm submits a Price Proposal showing a Close-Out times the Line A Monthly Fee amount the Price Pro	the Agreement, and must be sufficient to ment. Accordingly, SDA requires that the HAN or EQUAL TO three times the Monthly y not be paid out on a monthly basis. If a Services Amount that is LESS THAN three
E)	FFTE Coordination Services Amount:	\$
	Note: FFTE Coordination Services are described in procurement assumes that the CM will perform such may choose to self-perform such services, and dedu-Compensation. Accordingly, interested firms are re FFTE Coordination Scope of Work as defined in Se NJSDA chooses to self-perform such services and d	or FFTE Coordination Services, but NJSDA ct the value of such services from the CM's quired to provide a lump sum price for the ction 4.12 of the Agreement, in the event

### REVISED NJSDA PRICE PROPOSAL FORM

# CONSTRUCTION MANAGEMENT SERVICES Cleveland Street Elementary School Contract No.: ES-0043-M01

F)	Insurance Amount	\$	
	Note: The Authority requires CM and its Subconsult coverage detailed in Section 10.1.15 of the Agreeme its Subconsultants for the cost of such required Insur CM's costs for Insurance for the Basic Services and identified at contract execution.	nt. The Autho ance. CM's P	rity shall compensate CM and rice Proposal shall reflect
G)	Allowance for Constructability Review Services	\$	120,000
H)	Allowance for Testing and Inspection Services:	\$	300,000
I)	Allowance for Cleaning Services:	\$	20,000
	l Compensation Amount of Subsections B through I, above):	\$	
word	<b>E:</b> Any modification or alteration to the wording of the ing or the calculation formula of the Price Proposal Formula of the Price Price Proposal Formula of the Price		
Add	enda:		
The	Bidder acknowledges receipt and incorporated into	this bid of th	e following Addenda:
Num	ber:		
Date	d:		
I am	duly authorized to sign this Price Proposal on behalf of		n.
Signa	ature:		
Print	Name:		
Title:			<del></del>
Date:			

### NJSDA PRICE PROPOSAL FORM

### CONSTRUCTION MANAGEMENT SERVICES Orange High School Addition and Renovation Contract No.: <u>ES-0042-M01</u>

The I	Price Proposal submitted by (Name of Vendor)	
This	Price Proposal provides for a Total Compensation Amo	ount as follows:
A)	Monthly Fee Amount for Construction Phase	\$
B)	Monthly Fee (Line A) multiplied by <u>30</u> months:	\$
	Note: The duration specified above is for bidding production may vary. The monthly fee is payable to C Construction Phase Services until Substantial Compute Agreement.	M from the commencement of CM's
C)	Procurement of Special Inspectors Amount	\$
	Note: CM will be required to procure and engage sp prior to the issuance of a Notice to Proceed to the Go performance of any of CM's Construction Phase Ser compensate CM for the costs of procurement of specta. 13.3 of the Agreement, whether such procurement Construction Phase Services, or concurrent with any the Agreement. This amount is NOT intended to conthemselves, which shall be compensated as Allowan Amount.	eneral Contractor, and prior to the rvices. This Amount is intended to cial inspection services pursuant to Section occurs prior to issuance of a CM NTP for of CM's Construction Phase Services under mpensate for the costs of Special Inspections
D)	Close-Out Services Amount	\$
	Note: The Close-Out Services Amount is the CM's services Close-Out Services as described in Section 4.14 of the cover all Close-Out Services required by the Agreem Close-Out Services Amount must be GREATER THE Fee, but the Close-Out Services Amount may or may firm submits a Price Proposal showing a Close-Out times the Line A Monthly Fee amount the Price Proposal showing a Close-Out Services Amount the Price Proposal showing a Close-Out Services Amount the Price Proposal showing a Close-Out Services Amount may or may firm submits a Price Proposal showing a Close-Out Services Amount the Price Proposal showing a Close-Out Services Amount may or may firm submits a Price Proposal showing a Close-Out Services Amount may or may firm submits a Price Proposal showing a Close-Out Services Amount may or may firm submits a Price Proposal showing a Close-Out Services Amount may or may firm submits a Price Proposal showing a Close-Out Services Amount may or may firm submits a Price Proposal showing a Close-Out Services Amount may or may firm submits a Price Proposal showing a Close-Out Services Amount may or may firm submits a Price Proposal showing a Close-Out Services Amount may or may firm submits a Price Proposal showing a Close-Out Services Amount may or may firm submits a Price Proposal showing a Close-Out Services Amount may or may firm submits a Price Proposal showing a Close-Out Services Amount may or may firm submits a Price Proposal showing a Close-Out Services Amount may or may firm submits a Price Proposal showing a Close-Out Services Amount may or may firm submits a Price Proposal showing a Close-Out Services Amount may or may firm submits a Price Proposal showing a Close-Out Services Amount may or may firm submits a Price Proposal showing a Close-Out Services Amount may or may firm submits a Price Proposal showing a Close-Out Services Amount may or may firm submits a Price Proposal showing a Price Proposal showing a Price Proposal showing a Price Price Proposal showing a Price Price Price Price Price Price Pri	he Agreement, and must be sufficient to nent. Accordingly, SDA requires that the IAN or EQUAL TO three times the Monthly y not be paid out on a monthly basis. If a Services Amount that is LESS THAN three
E)	FFTE Coordination Services Amount:	\$
	Note: FFTE Coordination Services are described in a procurement assumes that the CM will perform such may choose to self-perform such services, and deduce Compensation. Accordingly, interested firms are refFFTE Coordination Scope of Work as defined in Second NJSDA chooses to self-perform such services and described in Second Second Services and described in Second	of FFTE Coordination Services, but NJSDA but the value of such services from the CM's quired to provide a lump sum price for the ction 4.12 of the Agreement, in the event

### NJSDA PRICE PROPOSAL FORM

# CONSTRUCTION MANAGEMENT SERVICES Orange High School Addition and Renovation Contract No.: <u>ES-0042-M01</u>

F)	Insurance Amount	\$	
	Note: The Authority requires CM and its Subconsult coverage detailed in Section 10.1.15 of the Agreeme its Subconsultants for the cost of such required Insur CM's costs for Insurance for the Basic Services and identified at contract execution.	nt. The Authorance. CM's I	ority shall compensate CM and Price Proposal shall reflect
G)	Allowance for Constructability Review Services	\$	120,000
H)	Allowance for Testing and Inspection Services:	\$	300,000
I)	Allowance for Cleaning Services:	\$	20,000
	l Compensation Amount of Subsections B through I, above):	<b>\$</b>	
word	E: Any modification or alteration to the wording of the ing or the calculation formula of the Price Proposal Formula of the Price Pr		
<u>Add</u>	enda:		
The	Bidder acknowledges receipt and incorporated into	this bid of th	ne following Addenda:
Num	ber:		
Date	d:		
I am	duly authorized to sign this Price Proposal on behalf of	the named fir	m.
Signa	ature:		
Print	Name:		
Title			
Date			

### REVISED APPENDIX B

# TERM OF AGREEMENT AND PROJECT DESCRIPTION

#### **TERM OF CM AGREEMENT:**

The Term of this Agreement shall be from the Effective Date and shall extend until all obligations of the CM to deliver Services pursuant to this Agreement have been fully performed to the satisfaction of the Authority, unless sooner terminated as set forth in this Agreement.

- 1. <u>Indefinite Term</u>. The Term of this Agreement is indefinite, and is dependent upon the length of the Constructability Review period; the actual length of the construction duration of the Project, and the time needed for CM to complete Close-Out Services.
- 2. <u>Constructability Review Phase is Indefinite</u>. This Agreement contemplates that CM will provide Constructability Review Phase Services during the Constructability Review Phase of the Project, which Phase commences on or about the time of the Authority's issuance to the Contractor of the Notice to Proceed with Constructability Review, and extends until all deficiencies identified during the Constructability Review Phase are addressed and either a Construction Notice to Proceed is issued to the Contractor, or the Authority chooses another option under Section 1.5A of Specification 01035.
- 2. <u>Construction Phase is Indefinite</u>. This Agreement contemplates that the CM will provide Construction Administration Services and other Basic Services during the Construction Phase of the Project, which Phase commences on or about the time of the Authority's issuance to the Contractor of the Construction Notice to Proceed for the Project, and extends until the Contractor achieves Substantial Completion (as that term is defined in the Construction Contract Documents) for the Project.
- 3. <u>Anticipated Duration of Construction</u>. At the time of advertisement of this procurement, the Construction Phase for the Project is currently anticipated as an eighteen-month duration, but this duration may be increased or decreased, depending upon the actual length of time needed to achieve Substantial Completion on the Project.
- 4. <u>Close-Out Services</u>. Notwithstanding the foregoing, CM's engagement also includes an unspecified duration for the performance of close-out and contract completion tasks ("Close-Out Services"), the timing and length of which close-out period shall be dependent upon the CM's effectiveness in completing the Close-Out obligations of this Agreement.

5. <u>Procurement of Special Inspectors</u>. CM's engagement also includes services relating to the procurement of Special Inspectors, the performance of which may precede the performance of Construction Administration Services, or which may be performed simultaneously with the Construction Administration and other Basic Services under the Agreement. The commencement of the procurement of Special Inspectors shall be at the sole discretion of the Authority.

### PROJECT DESCRIPTION:

Contract No.: ES-0043-M01

Contract Name: Cleveland Street Elementary School

Contractor: TBD Orange

Anticipated NTP

for Construction: October 24, 2019

### Brief Description of Work:

Construction Management Services for the construction of the Cleveland Street Elementary School, a 38,775 square foot facility currently is educating 306 students grades K through 7. The Project includes construction of a single-story addition of approximately 11,550 square foot that includes a security lobby, multi-purpose room, kitchen, servery, support facilities, and a three-story link connecting the addition to the existing facility; and limited renovations to the existing school building inclusive of system upgrades and repairs to accommodate existing and planned educational programs a grade re-alignment for Pre-Kindergarten through Grade 6, and to address facility conditions deficiencies.

CM shall, as the Authority's Project administrator, consultant and adviser, furnish, on a daily, continuous, competent, non-negligent, efficient and economical basis, the following: administration, management, monitoring, supervision and inspection of the Project, as well as oversight of Contractor's scheduling and coordination of the Services and Work, and shall provide appropriate and effective supervision to ensure the satisfactory, timely and complete performance of CM's Field Staff. Additionally, CM shall coordinate and participate the Constructability Review and related activities.

Note: This project will be governed by the NJSDA PLA.

### Status of Project/Project Schedule:

DCA release of General Construction Documents is anticipated within October 2018. At the time of advertisement of this CM procurement, NJSDA will be advertising procurement of a preliminary hazardous material abatement and selective demolition contract, for abatement and demolition work in anticipation of subsequent renovations to the existing school facility. It is anticipated that a Notice to Proceed for the abatement and selective demolition contract will issue on or about December 21, 2018, with the work commencing immediately and continuing for approximately four months.

It is also anticipated that the advertisement of the contract for General Construction of the additions and renovations to the existing school facility will issue shortly after this CM procurement is advertised. The General Construction contract will commence with a Constructability Review phase.

Notices to Proceed with Constructability Review Services for the General Construction contract, and for the Construction Management contract, will issue on or about March 8, 2019. The Constructability Review Phase will commence on or about the completion of the abatement and demolition work, and is anticipated to last for a period of approximately four to six months. The Constructability Review Period will include (at minimum, without limitation) the GC's review of Construction Documents and other materials; the GC's inspection of the existing structure (after the completion of abatement and demolition work by others); the CM's creation of an RFI Tracking Log and the GC's creation of the Constructability Register, showing all Deficiencies; the review of any identified Deficiencies by the Design Consultant, CM and Authority; the resolution of any identified Deficiencies through design modifications by the Design Consultant and/or negotiation of any necessary Change Orders with the Contractor; and approvals of proposed Change Orders by NJSDA management (and, depending on Change Order values, approval of Change Orders by the NJSDA Board); all culminating in an NTP for Construction of the Addition and Renovation Work anticipated to issue in or before late October 2019.

The Project is anticipated to achieve Substantial Completion within 551 calendar days from the Commencement Date, and is anticipated to achieve Final Completion within 641 days of the Commencement Date.

### Key Dates (Anticipated):

The Project milestones below are anticipated at this time.

Construction Contract Milestones (Anticipated and Subject to Change)

DCA Release/Approval of the Construction Documents

NTP Abatement and Demolition

NTP Constructability Review (for GC and CM)

NTP General Construction (Addition & Renovation)

Substantial Completion:

Final Completion

October 2018

December 21, 2018

March 21, 2019

October 24, 2019

April 27, 2021

July 27, 2021

### Additional NJSDA Consultants and Contractors:

Design Consultant: LAN Associates, Engineering, Planning, & Architect

445 Godwin Avenue, Suite 9 Midland Park, NJ 07432

# Orange High School Addition and Renovations Contract No. ES-0042-M01

### **REVISED APPENDIX B**

## TERM OF AGREEMENT AND PROJECT DESCRIPTION

### **TERM OF CM AGREEMENT:**

The Term of this Agreement shall be from the Effective Date and shall extend until all obligations of the CM to deliver Services pursuant to this Agreement have been fully performed to the satisfaction of the Authority, unless sooner terminated as set forth in this Agreement.

- 1. <u>Indefinite Term</u>. The Term of this Agreement is indefinite, and is dependent upon the length of the Constructability Review period; the actual length of the construction duration of the Project, and the time needed for CM to complete Close-Out Services.
- 2. <u>Constructability Review Phase is Indefinite</u>. This Agreement contemplates that CM will provide Constructability Review Phase Services during the Constructability Review Phase of the Project, which Phase commences on or about the time of the Authority's issuance to the Contractor of the Notice to Proceed with Constructability Review, and extends until all deficiencies identified during the Constructability Review Phase are addressed and either a Construction Notice to Proceed is issued to the Contractor, or the Authority chooses another option under Section 1.5A of Specification 01035.
- 2. <u>Construction Phase is Indefinite</u>. This Agreement contemplates that the CM will provide Construction Administration Services and other Basic Services during the Construction Phase of the Project, which Phase commences on or about the time of the Authority's issuance to the Contractor of the Construction Notice to Proceed for the Project, and extends until the Contractor achieves Substantial Completion (as that term is defined in the Construction Contract Documents) for the Project.
- 3. <u>Anticipated Duration of Construction</u>. At the time of advertisement of this procurement, the Construction Phase for the Project is currently anticipated as a twenty seven-month duration, but this duration may be increased or decreased, depending upon the actual length of time needed to achieve Substantial Completion on the Project.
- 4. <u>Close-Out Services</u>. Notwithstanding the foregoing, CM's engagement also includes an unspecified duration for the performance of close-out and contract completion tasks ("Close-Out Services"), the timing and length of which close-out period shall be dependent upon the CM's effectiveness in completing the Close-Out obligations of this Agreement.

### Orange High School Addition and Renovations Contract No. ES-0042-M01

5. <u>Procurement of Special Inspectors</u>. CM's engagement also includes services relating to the procurement of Special Inspectors, the performance of which may precede the performance of Construction Administration Services, or which may be performed simultaneously with the Construction Administration and other Basic Services under the Agreement. The commencement of the procurement of Special Inspectors shall be at the sole discretion of the Authority.

#### PROJECT DESCRIPTION:

Contract No.:

ES-0042-M01

Contract Name:

Orange High School

Contractor:

**TBD** 

District:

Orange

Anticipated NTP

for Construction:

September 27, 2019

### **Brief Description of Work:**

New Construction of an approximately 50,000 square foot two-story addition to the existing Orange High School facility that includes (15) general classrooms, (3) art classrooms, (1) drama classroom, (2) technology labs, (1) robotics lab, (1) auxiliary gymnasium, (1) media center, and (2) administrative offices; and an enclosed elevated connecting link between Orange High School and OPA including installation of new elevators on either end of the elevated connecting link.

The Project also includes conversion of the existing Orange High School media center to an auxiliary dining facility; and selective renovations and systems upgrades at Orange High School includes: science rooms renovations, replacement of interior and exterior doors, flooring replacement, roofing replacement, restroom upgrades, replacement in kind of existing HVAC systems, and provision of a new hot water boiler plant in the Orange High School facility and new emergency generator..

Site improvements include necessary site utility work and replacement of existing parking being displaced by the addition to Orange High School.

CM shall, as the Authority's Project administrator, consultant and adviser, furnish, on a daily, continuous, competent, non-negligent, efficient and economical basis, the following: administration, management, monitoring, supervision and inspection of the Project, as well as oversight of Contractor's scheduling and coordination of the Services and Work, and shall provide appropriate and effective supervision to ensure the satisfactory, timely and complete performance of CM's Field Staff. Additionally, CM shall coordinate and participate the Constructability Review and related activities.

### Orange High School Addition and Renovations Contract No. ES-0042-M01

Note: This project will be governed by the SDA PLA.

### Status of Project:

The project is in the Construction Documents phase and anticipated DCA release is November 7, 2018. General Construction Project documents are currently under DCA review since July 2, 2018.

### Schedule:

The Project milestones below are anticipated at this time.

Construction Contract Milestones (Anticipated and Subject to Change)

DCA Release/Approval of the Documents NTP Constructability Review NTP Construction Substantial Completion: Final Completion November 7, 2018 March 21, 2019 September 27, 2019 January 3, 2022 April 1, 2022

### Additional NJSDA Consultants and Contractors:

1. Design Consultant:

Kliment Halsband Architects

322 Eighth Avenue New York, NY 10001

2. LSRP:

GZA Environmental, Inc./ Sandra Huber

55 Lane Road, Suite 407

Fairfield, NJ 07004