

## REQUEST FOR PROPOSAL - CONSTRUCTION MANAGER

May 3, 2022

**Re: Sugar River Valley Regional Technical Center, Newport NH**

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This request is sent on behalf of the Newport School District, SAU 43 in order to solicit your Proposal for professional Construction Management services related to improvements to the Sugar River Valley Regional Technical Center in Newport NH. The Newport School District is inviting several regional Construction Managers to participate in the following selection process:

### **THE PROJECT**

The project will include two phases of construction, necessitated by different funding sources. The selected Construction Manager shall manage both projects separately and simultaneously.

#### **Phase One:**

ESSR Funded HVAC Upgrades at the Sugar River Valley Regional Technical Center located at 243 North Main Street, Newport NH. The scope of the project shall include replacement of the HVAC equipment at the existing Sugar River Valley Regional Technical Center as funded by the ESSR grant received by the SAU. The scope shall include full or partial replacement of the heating and ventilation system at the School throughout the 35,000 square foot facility, with the goal of increasing air changes throughout student occupied areas.

- Anticipated Construction Value (including CM Fees and Allowances): \$1,800,000.

It should be noted that the project is funded by a federal Cares Act ESSER Grant, and is therefore subject to federal regulations including but not limited to Davis Bacon Wages and competitive bidding.

#### **Phase Two:**

Renovations and Additions to the Sugar River Valley Regional Technical Center and a new Free-standing Agricultural Building on the existing site of the Sugar River Valley Regional Technical Center located at 243 North Main Street, Newport NH. The scope of the project shall include renovation of the existing 35,000 square foot Sugar River Valley Regional Technical Center for the purpose of expanding and modernizing the CTE Labs, as depicted by the attached conceptual design materials. The technical center is attached to the existing high school / middle school although improvements are planned for the CTE wing only. The scope shall also include 1,270 square feet of additions to create a new main entrance at the Sugar River Valley Regional Technical Center. The scope of the project shall also include a new free-standing building to house the Plant and Animal Science program and the Natural Resources Program. The new building will be approximately 10,000-12,000 square feet, located on the existing school property. Site improvements will be minimal, including accessible pedestrian access into the new building, site grading as necessary for entrances and exit from the new building, an exterior area for the welding program, accessible pedestrian access at the new entrance, and limited vehicular improvements. No off-site improvements are planned as part of this project.

There are two potential sites for the new building: 1.) at the location of the School's site currently occupied by the Natural Resource program (as depicted by the conceptual design materials) or 2.) at the location of the former hockey rink just north of the existing High School gym. The final location of the building will be determined after survey of the North site and preliminary site planning is complete.

- Anticipated Construction Value (including CM Fees and Allowances): \$10,700,000.

### **THE PROCESS**

Prospective Construction Managers are being invited to participate in the following selection process.

There is no mandatory walk-thru for this project., however, a tour of the existing school may be requested via email to Lance Whitehead at [lance.whitehead@lbpa.com](mailto:lance.whitehead@lbpa.com).

Questions related to the RFP may be asked as noted below. Final date for questions: May 13, 2022.

Each is expected to prepare a proposal (Electronic PDF Format), to be submitted to Ed Emond, [emond@sau43.org](mailto:emond@sau43.org) and [lance.whitehead@lbpa.com](mailto:lance.whitehead@lbpa.com), not later than 12:00 Noon on May 24, 2022. Among all other documents and information, each submission shall include a fully executed copy of the attached Proposal Form, signed by an authorized agent of the proposing company.

Subsequently, a short list of participating Construction Managers will make presentations to the Owner at a date still to be scheduled. The interview committee will make a recommendation for selection of a Construction Manager following the interviews. It is expected that the Construction Manager will be selected by the school board in June of 2022.

Each Construction Manager's written proposal shall address the following:

1. Identification of principals of the firm.
2. Identification and qualifications of all key personnel to be used, including Project Executives, Project Manager, Project Engineer, General Superintendent, Superintendent, Assistant Superintendents, and Estimators. (Note: If more than one person is expected to be assigned to any position, i.e. two assistant superintendents, please provide name and qualifications of each.) Submission of names shall be a commitment on the part of the Construction Manager to retain stated personnel on the Project throughout its duration. It is a specific requirement that each Project Manager and Superintendent attend the presentation to the Owner.
3. Identification of personnel and procedures related to the coordination of mechanical and electrical systems.
4. Specific construction management experience, on projects of similar program and scope. Experience in occupied school construction is of primary interest. A complete list of related construction management projects of \$8K to \$20M completed during the past five years shall be submitted, along with Owner and Architect references. Additionally, not less than three completed project case histories, of similar type and scope, shall be presented, including budget performance and schedule performance (actual vs. estimated costs and completion dates). Provide a detailed description of the firm's experience preparing GMPs' on the basis of partially completed Construction Documents. Include recommended contingencies and comparisons of final costs to proposed GMPs.
5. Narrative description of the firm's philosophy of Construction Management. Include a complete listing of Construction Management services proposed to be provided by the firm prior to the commencement of construction.
6. Demonstration of successful management systems for the planning, organizing and monitoring of similar construction projects. Among these are conceptual estimating, budgeting, scheduling and cost controls. A Building Information Model (BIM) will be developed by the design team. This Project resource will be shared with the Construction Manager throughout all phases in the Project. The Construction Manager will be expected to utilize the BIM Model as an important management tool. Please describe your firm's related capabilities. Identify your BIM software and experience, and how you intend to integrate them into the management of the Project.
7. Identification of Work, if any, proposed to be performed by the Construction Manager's own work forces.
8. Identification of Work, if any, proposed to be performed using union labor.
9. Proposed Construction Manager's fees for both the base contract and Owner authorized changes, each expressed as a percentage of construction cost. Separately identify a stipulated sum fee (if any) for services during the pre-construction phase. This stipulated sum shall ultimately be considered a part of the percentage fee proposed.

10. The hourly labor rates, all-inclusive (wages, taxes, insurances, contributions, assessments, benefits, etc.), for all reimbursable personnel to be included on the project team.
11. Financial references and current bonding limitations.
12. Is your firm currently involved in, or are you anticipating, any litigation, arbitration or mediation, or has your firm been involved in any litigation, arbitration, or mediation in the past ten (10) years? If so, please explain.
13. Description of the firm's construction safety program and safety record.
14. Construction Manager's proposed modifications, if any, to contract forms to be used for this Project. See "Form of Agreement" identified herein.
15. Other information, qualifications and/or exceptions as each Construction Manager may consider appropriate to the selection process.

Following the submission of proposals and completion of presentations, the Owner will consider all available information and select one Construction Manager with whom it will make a good faith effort to negotiate a Construction Agreement. In the event such an agreement cannot be reached to the satisfaction of the Owner, it reserves the right to terminate negotiations with no obligation to the apparently selected Construction Manager, and to enter into an agreement with any other party of its choosing. All agreements shall be conditioned upon School District and Voter Approvals.

### **RESPONSIBILITIES**

The Construction Manager shall be expected to perform all professional services consistent with the industry accepted roles of a Construction Manager. In general, they shall include, but shall not necessarily be limited to:

1. Attending meetings with the Owner and/or Architect as necessary, throughout the design and construction processes, including occasional school board public updates.
2. Assuming charge of, and responsibility for all Project phasing and scheduling, including but not limited to, all construction activities as well as integrating the schedules related to cabling, furniture, and equipment systems as provided by others. The Construction Manager's preparation and maintenance of a master project schedule shall not imply responsibility for the performance of contractors separately employed by the Owner. The Construction phasing and scheduling shall be provided during the Schematic Phase and updated in conjunction with review by the Owner and the Design Team.
3. Assuming charge of, and responsibility for, all Project cost estimating. Estimating shall be an ongoing effort as needed to inform the design process, with formal estimates presented upon completion of each design phase. Such estimating shall be accomplished by the Construction Manager, without creating obligations to prospective sub-bidders. It shall be the Construction Manager's responsibility to satisfy himself that he has acquired an understanding of the Project adequate for the proper preparation of such estimates. The accuracy of construction estimating shall be of utmost importance. At a minimum, Construction Estimates including Alternates and Design options shall be provided during the schematic design phase, and updated in conjunction with review by the Owner and the Design Team. Estimates shall be further updated at 100% Schematic Design, 100% Design Development, 50% Construction Documents and 100% Construction Documents.

4. Using the BIM Model and the other information/communications to conduct constructability reviews, providing recommendations regarding potential design improvements, materials, equipment selections, and cost savings.
5. Assistance with State and Local site and building permitting processes.
6. Value Engineering and pricing of alternates and allowances as needed.
7. Construction Sub-bidding and Sub-contracting, including the pre-ordering of long lead items.
8. Construction phase management, coordination, inspection, supervision, safety and quality control services.
9. Review and verification of additional costs, if any, as may be requested by subcontractors.
10. Construction phase submittal/shop drawing review, approval, processing and coordination.
11. Construction phase records and accounting, including the preparation of electronic Record Drawings.
12. Project close-out, and building start-up management and coordination.

#### **FORM OF AGREEMENT**

The form of agreement between Owner and Construction Manager shall be AIA-A133 (Latest Edition), AIA-201, General Conditions of the Contract for Construction (Compatible Edition), with Supplementary Conditions as amended and prepared by the Owner and Architect. Should the proposing Construction Manager require any modifications to this Form of Agreement or General Conditions, all such modifications shall be listed in the Proposal Form.

After the execution of the Agreement, the Construction Manager shall prepare a Guaranteed Maximum Price for the entire scope of the Work and upon the Owner's acceptance of the Guaranteed Maximum Price, it shall be amended to the Agreement. It is anticipated that the Guaranteed Maximum Price shall be prepared based on complete Construction Documents.

The Construction Manager will be expected to work closely with the Owner and Architect and will be encouraged to propose cost and time saving alternatives.

#### **SELECTION CRITERIA**

Selection criteria to be used by the Owner shall include, but not necessarily be limited to, personnel assigned to the project, general experience and qualifications, Construction Manager's Fee, costs of General Conditions (see the attached "Table of Fees and Costs," under the "General Conditions" column), as well as any and all other considerations which the Owner may determine to be in the best interest of the Owner. The Owner's decision with regard to the selection of a Construction Manager shall be considered final.

#### **SCHEDULE**

The Final Construction Schedule shall be determined in cooperation with the selected Construction Manager, however, preliminary schedules currently predict the following milestones.

##### **Phase 1**

- Schematic Design: April 2022 – June 24, 2022
- Design Development: June 25, 2022 – September 1, 2022

- Construction Documents: September 2, 2022 – November 11, 2022
- Bidding: November 12, 2022 – December 21, 2022
- Construction Start: June 2023
- Estimated Completion: September 2023

Phase 2

- Schematic Design: April 2022 – July 29, 2022
- Design Development: July 30, 2022– September 30, 2022
- Construction Documents: October 1, 2022 – January 30, 2023
- Bidding: February 1, 2023 – March 12, 2023
- Construction Start: July 2023
- Estimated Completion of New Building: February 2024
- Estimated Completion of Renovations: December 2024

**QUALIFICATIONS**

1. The Owner retains the right to waive any informalities or irregularities, to reject any or all Proposals wholly or in part, to accept any Proposal it may determine to be in its best interest even though it may not be the lowest proposal, to call for submission of new Proposals, to negotiate with any firm and/or individual submitting a Proposal, or to enter into an agreement with the Construction Manager whom the Owner in its sole and absolute judgment determines is in the Owner's best interest even though the Construction Manager may not have submitted the lowest Proposal.
2. It is the Owner's intent that as much of the Work as practical be competitively sub-bid by not less than three (3) pre-qualified sub-bidders for each trade or bid package. All subcontractors shall be subject to the acceptance of the Owner. All mechanical and electrical sub-bidders shall be pre-qualified and must have directly related experience.
3. All designs, concepts, information and cost saving alternatives presented by Construction Managers during the selection process shall become the property of the Owner and shall thereafter be used at its sole discretion.
4. The Construction Manager Request for Proposal, Selection Process, and Schedule as outlined herein shall be considered subject to change as required by the Owner. Terms and conditions of the Agreement Between Owner and Construction Manager shall take precedence over all prior understandings and/or Agreements, if any, including this Request for Proposal.
5. The Owner may at any time terminate the services and/or contract with the Construction Manager for the Owner's convenience and without cause. In case of such termination for the Owner's Convenience, the Construction Manager shall be entitled to receive payment from Owner limited to actual documented expenses of the Construction Manager as of the date of termination as its sole remedy. In no event will the Owner be responsible for lost profits, compensatory or consequential damages.
6. It is expected that the Construction Manager will submit requisitions for completed work on a monthly basis and that an average of 10% retainage will be withheld. There will not be a shared savings clause, all savings will revert to the Owner. Monthly "Waiver of Liens" will be required prior to payment of the following month's invoice.
7. The Owner shall not be responsible for any costs incurred by any Construction Manager responding to this Request for Proposal.

8. The Owner reserves the right to investigate the financial responsibility of any and all submitters to determine the ability of the firm and/or individual to perform services throughout the term of the project and to provide insurance that will be required by the Owner.
9. Questions related to preliminary plans or the construction management selection process shall be directed to:

LAVALLEE BRENSINGER ARCHITECTS  
155 Dow Street, Suite 400  
Manchester, New Hampshire 03101  
Tele: (603) 622-5450  
Attn: Lance Whitehead [lance.whitehead@lbpa.com](mailto:lance.whitehead@lbpa.com)

Final date for questions: May 13, 2022.

10. Proposals, shall be delivered electronically via email or FTP transmittal (Files in Electronic PDF Format), to Ed Emond, [eedmond@sau43.org](mailto:eedmond@sau43.org) and [lance.whitehead@lbpa.com](mailto:lance.whitehead@lbpa.com), not later than 12:00 Noon on May 24, 2022
11. Enclosed are the following preliminary documents:
  - Proposal Form
  - Table of Fees and Costs
  - Conceptual Drawings and MEP/FP Narratives related to the project scope, prepared by Lavallee Brensinger Architects

**END OF REQUEST FOR PROPOSAL**

**PROPOSAL FORM for CONSTRUCTION MANAGEMENT SERVICES**

TO: Ed Emond, Business Administrator  
Newport School District, SAU #43

SUBMITTED BY: \_\_\_\_\_  
(Company Name)

I have received the Request for Proposal for Construction Management Services required for the construction of \_\_\_\_\_, dated \_\_\_\_\_, I have also received Addenda Nos. \_\_\_\_\_, and have included their provisions in my Proposal.

I have examined the documents provided, and wish to submit the following Proposal. This Proposal Form shall serve as a summary of my key qualifications, as presented more comprehensively in my bound Proposal dated \_\_\_\_\_.

1. The following shall serve as my key personnel to be assigned to the Project:

Project Executive: \_\_\_\_\_

Project Manager: \_\_\_\_\_

General Superintendent: \_\_\_\_\_

Lead Estimator: \_\_\_\_\_

2. I propose the following fees:

Pre-construction Phase Services (Stipulated Sum) \$ \_\_\_\_\_

Construction Phase Services (Percentage) \_\_\_\_\_ %

Construction Changes in the Work (Percentage) \_\_\_\_\_ %

3. I have preliminarily estimated the cost of General Conditions to be: \$ \_\_\_\_\_ based upon an assumed construction duration of \_\_\_\_\_ months. I have attached a breakdown of this estimate.

4. I offer the following evaluation of the Preliminary Project Budget:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. The billable labor rates, all inclusive, for my reimbursable personnel (by title/position) to be assigned to the Project are as follows:

Title / Position	Hourly Rate
_____	_____
_____	_____

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

6. I require the following modifications to the proposed industry standard Form of Agreement and/or General Conditions:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

7. I understand that the intent of the Table of Fees and Costs provided with this Request for Proposal is to assist the Owner in objectively comparing my fees and probable costs to those of others submitting Proposals. With this in mind, I propose to amend the items listed in the Table with the following additions, deletions, and other changes:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Except as noted above, I agree that the Table of Fees and Costs accurately represents my proposed allocation of fees and costs.

Date:

Signed:

\_\_\_\_\_  
(Title)

**Sugar River Valley Regional Technical Center  
 TABLE OF FEES AND COSTS**

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

For the purposes of preparing fee proposals, Construction Managers are advised that the following itemization of fees and costs shall be considered complete and final, except as otherwise specifically indicated on the Construction Manager's Proposal Form.

Note: This Table shall not apply to services performed during the pre-construction phase. All costs related to pre-construction phase services shall be included in stipulated sum fee proposed for the pre-construction phase.

	FEE	GENERAL CONDITIONS	COST OF WORK	COMMENTS
<b>HOME OFFICE</b>	X			
All costs related to the Construction Manager's home or regional office, including but not limited to, lease, utilities, maintenance, corporate management, administrative staff, office equipment, supplies, etc.				
<b>PROJECT DEDICATED PERSONNEL</b>				
(including labor burden)				
Project Executive	X			
Project Manager	X			
Assistant Project Manager	X			
Project Estimating	X			
Project Accounting	X			
Project Clerical	X			
General Superintendent		X		
Superintendent		X		
Assistant Superintendent		X		
Field Engineer		X		
Time Keepers		X		
Safety Officer		X		

	FEE	GENERAL CONDITIONS	COST OF WORK	COMMENTS
<b>FIELD OFFICE EXPENSES</b>				
Job office / trailer		X		
Owner's representative's office / trailer		X		
Storage shed and trailers		X		
Telephone / fax / computers		X		
Office equipment		X		
Copies / blueprints			X	
Messengers / couriers / postage			X	
Project photographs			X	
Sanitary facilities		X		
Drinking water		X		
Project travel expenses		X		
Project vehicle expenses		X		
Project meals / lodging		X		
Temporary fire protection		X		
<b>FEES, INSURANCE, BONDS AND TAXES</b>				
Construction permits and fees			X	
General liability insurance	X			
Builders risk insurance			X	
Bond premiums			X	
Sales taxes			X	
Worker compensation			X	

	FEE	GENERAL CONDITIONS	COST OF WORK	COMMENTS
<b>GENERAL</b>				
Project layout		X		
Project security		X		
Temporary protection / enclosures			X	
Dust control			X	
Traffic control			X	
Temporary heat			X	
Temporary power / light			X	
Temporary water			X	
Snow removal			X	
Tools and consumables		X		
Daily clean-up		X		
Trash removal		X		
Pest control		X		
Final cleaning		X		
Project sign		X		
Record drawings		X		
Manuals, operating instructions, warranties		X		
Punch list		X		

End of Document