

OYSTER RIVER COOPERATIVE SCHOOL DISTRICT

REQUEST FOR PROPOSAL - CONSTRUCTION MANAGER

July 9, 2018

Re: Oyster River Middle School, Durham NH

This request is sent on behalf of the Oyster River Cooperative School District (ORCSD), in order to solicit your Proposal for professional Construction Management services. These services are for the pre-construction of a new middle school in Durham, NH. The project would consist of a building of approximately 122,000 square feet located in Durham NH. This project would need voter approval

ORCSD is soliciting for Construction Managers to participate in the following selection process:

THE PROJECT

Oyster River Cooperative Middle School. In general, the current major components of the Project may be defined as follows:

- Phase 1. Determine the viability of the current middle school location, or other location for new construction.
Assist in development of a timeline and pre-determined benchmark for a successful referendum.
- Phase 2. To work from the outset with the owners and chosen architect to determine pre-construction schedule, estimate costs, and other work necessary to prepare for voters in March Of 2020 or March 2021

Construction costs for the Project as generally defined above, including building and site construction as well as Construction Manager's fees, are expected to total approximately thirty-five to forty Million dollars (\$35,000,000 to 40,000,000). ORCSD currently have some funds to start the project. ORCSD may also decide to place a bond vote on the March 2020 or 2021 ballot for remaining funds required by the Project.

It shall be understood that the above description is both limited and preliminary and does not reflect the actual phasing or cost of the Work. The scope and phasing of the project, as well as related estimate of cost, shall be considered subject to change as they further evolve and are more clearly defined.

THE PROCESS

Prospective Construction Managers are being invited to participate in the following selection process. Each is expected to prepare and submit proposals to ORCSD not later than 2:00 PM on **Thursday, August 9th, 2018**. 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. Electronic PDF file Proposals shall be submitted via e-mail on **Thursday, August 9th, 2018**.

At the discretion of the owner, a short list of participating Construction Managers, will make presentations to the Owner at an agreed-upon date. It is expected that the Construction Manager will be selected by the end of August 2018 with an anticipated construction start of Fall, 2020 or 2021.

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

1. Identification the firm, the location of the firm, and the 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. It is a specific requirement that the 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. Include at least three (3) references from projects currently taking place.
5. Provide a detailed description of the firm's experience with Fast-Track construction and preparing GMPs' on the basis of partially completed Construction Documents. Include recommended contingencies and comparisons of final costs to proposed GMPs.
6. Firm's total dollar volume of work completed during each of the past three (3) years.
7. 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.
8. 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. Please describe your firm's related capabilities.
9. Identification of Work, if any, proposed to be performed by the Construction Manager's own work forces.
10. 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 for services during the pre-construction phase. This stipulated sum shall ultimately be considered a part of the percentage fee proposed. See attached Form.
11. The hourly labor rates, all-inclusive (wages, taxes, insurances, contributions, assessments, benefits, etc.), for all reimbursable personnel to be included on the project team.
12. Financial references, current bonding limitations, and name of surety.
13. Is your firm currently involved in, or are you anticipating, any litigation, arbitration or mediation? Has your firm been involved in any judgements in the past five (5) years? If so, please explain.
14. Description of the firm's construction safety program and safety record.
15. The Owner intends to utilize the AIA A133 CM-at-Risk Agreement, with modifications. General Conditions shall be AIA-201, General Conditions of the Contract for Construction (Compatible Edition), with Supplementary Conditions to be prepared by the Owner and Architect.
16. 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.

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 public presentations as needed.
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. Note: It may be necessary to construct portions of the work outside of normal business hours.
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.
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 hard copy and 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). General Conditions shall be AIA-201, General Conditions of the Contract for Construction (Compatible Edition), with Supplementary Conditions to be 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. The Guaranteed Maximum Price shall be prepared based on Seventy Percent (70%) 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 CM shall propose a Project Schedule based on the Scope of the Work.

QUALIFICATIONS

1. The Owner retains the right to waive any informalities, to reject any or all Proposals, or to accept any Proposal he may determine to be in his best interest.
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. All sub-bids shall be delivered in sealed, labeled envelopes and opened in the presence of the Owner and Architect.
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 such date.
6. It is expected that the Construction Manager will submit requisitions for completed work on a monthly basis and that an average of 5% retainage will be withheld. Monthly "Waiver of Liens" will be required prior to payment of the following month's invoice.

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7. The Owner retains the right to negotiate a Liquidated Damages clause as part of the final Agreement.
8. Questions related to preliminary plans or the construction management selection process shall be directed to:

Oyster River Cooperative School District
36 Coe Drive
Durham, New Hampshire 03824
Tele: (603) 868-5100
Attn: Dr. James Morse
E-mail: jmorse@orcscd.org

9. Proposals, PDF files, shall be e-mailed to:

Oyster River Cooperative School District
36 Coe Drive
Durham, New Hampshire 03824
Tele: (603) 868-5100
Attn: Dr. James Morse
E-mail: jmorse@orcscd.org

10. Enclosed are the following preliminary documents:

Proposal Form
Table of Fees and Costs

END OF REQUEST FOR PROPOSAL

PROPOSAL FORM for CONSTRUCTION MANAGEMENT SERVICES

TO: Oyster River Cooperative School District
36 Coe Drive
Durham, New Hampshire 03824
Tele: (603) 868-5100
Attn: Dr. James Morse
E-mail: jmorse@orcscd.org

SUBMITTED BY:

Company Name and Address: _____

Identify a corporate office if local office is not the primary office.

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, attended the site-walk on _____, 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:
Project Engineer:
General Superintendent:
Superintendent:
Assistant Superintendents:
Lead Estimator:
Mechanical/Electrical Coordinators:

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: (include narrative if necessary)
- 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
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- 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)

Oyster River Cooperative Middle School, Durham NH

**TABLE OF FEES AND COSTS
 July 9, 2018**

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
HOME OFFICE				
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.	X			
PROJECT DEDICATED PERSONNEL				
(including labor burden)				
Project Executive	X	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				

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

	FEE	GENERAL CONDITIONS	COST OF WORK	COMMENTS
GENERAL				
Project layout	X	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