

SCHOOL ADMINISTRATIVE UNIT FIFTY-SIX

Somersworth / Rollinsford School District

51 West High Street

Somersworth, NH 03878

(603) 692-4450 • Fax (603) 692-9100

May 16, 2023

Request for Qualifications

RFQ – 5-23

CONSTRUCTION MANAGEMENT SERVICES

**For Renovations to Somersworth High School
to create a School-Based Health Clinic**

You are cordially invited to submit an RFQ for Construction Management Services for Somersworth High School to renovate existing building space to create a school-based health clinic for its students in accordance with the attached specifications, terms, and conditions. Prospective submitters are advised to read this information over carefully prior to submitting their qualifications.

The Somersworth School Board reserves the right to accept or reject any or all submissions, wholly or in part, to negotiate with any or all responsible submitters, and to waive any formality or irregularity in the Request for Qualifications, to call for new submissions, to negotiate with any company providing a submission, and to enter into an agreement with the Construction Management firm the Somersworth School District, at its sole discretion determines is in the best interests of the Somersworth School District even though it may not be the lowest bid or proposal. Submitters shall be responsible for any and all expenses that they may incur in preparing qualifications.

A mandatory site visit has been scheduled on Wednesday, May 24, 2023 at 9 A.M. at Somersworth High School, 11 Memorial Drive, Somersworth, NH.

All RFQ's THREE (3) copies of Qualifications plus ONE (1) digital copy must be submitted in a sealed envelope, plainly marked:

"Sealed RFQ – 5-23 –Construction Management Services for Renovations at Somersworth High School"

SAU#56

51 West High Street

Somersworth, NH 03878

All RFQ's must be received no later than Wednesday, May 31, 2023 at 2:00 p.m.

(No e-mailed or faxed submissions will be accepted)

All RFQs submitted are governmental records subject to disclosure under the Right-to-Know Law. The District will not accept proposals marked confidential in whole or in part.

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I GENERAL INFORMATION

The Somersworth School Board is requesting Qualifications from experienced firms for Construction Management services for renovations at Somersworth High School to create a school-based health clinic for its students.

A. Somersworth High School

Somersworth High School is a two-story building of approximately 107,000 sf that has a current enrollment of 400 students in grades 9-12. The original building was constructed in 1956 and has gone through numerous renovations since the original construction to allow the physical plant to best serve the educational needs of students and staff.

As a result of the COVID-19 health pandemic, the District has seen an increased need for students to have access to mental health and physical health services. Through a partnership with Greater Seacoast Community Health Services, the District has committed to renovate existing classroom space on the first floor of the school building to create a space to house a health clinic to provide these services.

To this end, the District is seeking a firm to work with both parties to renovate current classroom space to house the health clinic's staff to make these services available.

B. Scope of Work

The overall scope of this project will include:

1. Creating examination rooms within an existing approximately 900 ft classroom space.
2. Installation of all necessary plumbing to create a single-user unisex bathroom as well as locate sinks for use in the examination rooms.
3. Installation of cabinetry in the examination rooms as well as in common areas.
4. Installation of any necessary HVAC to maintain high air quality in the health clinic.
5. Coordinate with the District's IT provider regarding the IT needs of this project.

This project will be funded using the ARP ESSER Federal COVID-19 Relief funding made available to public schools during the health pandemic. The District has obtained "conceptual approval" from the NH Department of Education (NH DOE) for this project. Conceptual approval denotes that the NH DOE has determined that this project is an allowable use of ARP ESSER funding to respond to the needs of students who were impacted by the COVID-19 health pandemic. Once the budget for this project is determined, the District will submit all necessary paperwork to the NH DOE for the "final approval." ARP ESSER funds are available to the District through September 30, 2024.

The contract with the chosen Construction Management firm will include all applicable federal grant requirements which are attached.

The selected Construction Management firm will be required to indemnify the District, its officials, agents, employees, and volunteers, provide appropriate insurance including builders risk naming the District as an additional insured, and a payment and performance bond for 100% of the contract price.

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C. Schematic Drawings

Architectural plans and outline specifications are attached to the RFQ. The architect for this project is:

Robert E. Doyle PE, RA, LEED AP
P.O. Box 1325
Dover, NH 03821-1325
603.738.2872
rdoylepera@gmail.com

D. Project Schedule

The overall schedule is as follows:

- | | |
|--|---------------------|
| • CM Proposals Due | May 31, 2023 |
| • Construction Manager Interviews (if necessary) | June 1-2, 2023 |
| • CM Selection and School Board Approval | June 13, 2023 |
| • Final Guarantee Maximum Price (GMP) | July 15, 2023 |
| • Start Limited Construction | After June 22, 2023 |
| • Substantial Completion, Owner Occupancy | September 2023 |

The selected firm will serve the District as a Construction Management firm.

- A. Each organization submitting qualifications shall provide three (3) bound copies and one (1) digital copy of the qualifications in a sealed envelope prominently marked with the Request for Qualifications title, the due date and time, and the name of the organization submitting the qualifications.
- B. Qualifications shall be submitted to School Administrative Unit #56, 51 West High Street, Somersworth, NH, 03878, no later than 2:00 pm on Wednesday, May 31, 2023. Qualifications submitted later than the date and time will be returned unopened. Facsimile copies or emails of qualifications will not be accepted.
- C. Qualifications shall be signed by an authorized individual or officer of the firm submitting the proposal.
- D. Qualifications may be withdrawn by the firm at any time prior to the closing date and time for receipt of proposals.
- E. In order to control information disseminated regarding this Request for Qualifications, organizations interested in submitting are directed NOT to make personal contact with members of the Somersworth School Board, or District Administration with the exception of the individual listed below:

Jay Lilly
Facilities Director
Phone: (603) 692-2431 x1363
E-mail: jlilly@sau56.org

Questions or clarifications about the RFQ should be sent to Jay Lilly no later than 10:00 am on Friday, May 26, 2023. Any substantive responses required will be issued by e-mail before the due date for the RFQ.

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- F. The Somersworth School Board reserves the right to accept or reject any or all submissions, wholly or in part, to negotiate with any or all responsible submitters, and to waive any formality or irregularity in the Request for Qualifications, to call for new submissions, to negotiate with any company providing a submission, and to enter into an agreement with the Construction Manager firm the Somersworth School District at its sole discretion determines is in the best interests of the Somersworth School District even though it may not be the lowest bid or proposal. Submitters shall be responsible for any and all expenses that they may incur in preparing qualifications.
- G. The FORM OF AGREEMENT that will be executed between the Somersworth School District and the Construction Manager is the AIA Standard Form of Agreement Between Owner and Construction Manager Where the Construction Manager is Also the Constructor, Form A133 2009 as modified in writing by the Somersworth School Board and the A201-2007 General Conditions as modified in writing by the Somersworth School Board.

II DESCRIPTION OF PROJECTS FOR WHICH SERVICES ARE REQUIRED

A. Introduction

Responses received from this RFQ will be used by the Somersworth School Board to select firms for Construction Management services to be interviewed by the Somersworth School Board. The successful firm will renovate Somersworth High School and be responsible to the Somersworth School Board consistent with industry accepted roles and standards.

B. Summary of Specific Services Desired

The firm shall work collaboratively with Somersworth School District officials, Greater Seacoast Community Health officials and the Architect to provide Pre-Construction and Construction Phase services as a Construction Manager as described in AIA Form A133-2009 as modified in writing by the Somersworth School Board and below:

Pre-Construction Services:

During the Pre-Construction phases of the project the selected firm will provide the following services:

1. Thorough evaluation and understanding of the Owner's program, building and site design.
2. Constructability reviews of the design documents, providing construction input on the plans and specifications of the project as required.
3. Detailed construction Cost Estimates shall be prepared to determine if the design is within the budget established by the Owner and State of New Hampshire. The cost estimates will have two stages. In Stage-One, the CM, working with the Architect, will produce a preliminary cost estimate for the project. This is to verify that the project is on budget and is required to meet the Owner's financial deadlines. In Stage-Two, the CM will generate a Guaranteed Maximum Price (GMP) for the project, date to be verified after selection of the CM. In addition, the Construction Management Firm should provide value engineering to enable the Somersworth School District officials, Greater Seacoast Community Health, and the Architect to make informed decisions about the project. The CM's detailed cost estimates including all bids and fees will be available for review by the Owner and Architect during the project.
4. Firms that are selected for interviews will be required to submit documents and complete a questionnaire on their proposed fee structure as described below:

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Construction Management Fees - The selected firms shall list the Construction Manager's Fees for specific services and work tasks as described in the scope of work with a separate fee for Pre-Construction Services and for Construction Management Services during the construction phase. The firm should provide a description of the services, equipment and personnel typically provided for these fees. The firm should itemize any reimbursable expenses. These fees are to be included within your proposal.

General Conditions Fees - The selected firms shall list the items, services, equipment and personnel in detail that will be included in the General Conditions portion of the project. This list shall be all-inclusive. The firm shall include the percentage of the total construction costs that these General Conditions represent, as is related to this project. The firm should itemize any reimbursable expenses. These fees are to be included within your proposal.

5. The Construction Management Firm will give input and guidance in developing an overall project schedule including a realistic schedule of milestones for the construction phase leading to Owner occupancy in September 2023.
6. The Construction Management Firm shall work with the Owner and the Architect to develop a list of pre-qualified subcontractors.

Construction Phase Services:

The selected Construction Management Firm will provide construction management services in accordance with the AIA Standard Form of Agreement Between Owner and Construction Manager (At Risk) Where the Construction Manager is Also the Constructor, Form A133-2009 as modified in writing by the Somersworth School Board and A201-2007 General Conditions as modified in writing by the Somersworth School Board.

Contract Audits – The selected Construction Management firm agrees that the United States Federal and State Governmental Agencies and the Somersworth School Board have the right to review, obtain, and copy all records pertaining to performance of the contract. The CM agrees to provide the United States Federal and State Governmental Agencies and the Somersworth School Board with any relevant information requested and shall permit the State and the Somersworth School Board access to its premises upon reasonable notice for purposes of interviewing employees and inspecting records. The CM shall maintain records for a period of at least eight years after final payment under the contract.

C. General

Each organization submitting a proposal shall provide three (3) bound copies and one (1) digital copy of the qualifications in a sealed envelope prominently marked with the Request for Qualifications title, the due date and time, and the name of the organization submitting the qualifications.

D. Items for Inclusion in Proposal

All submittals shall address the following items in the order listed below and shall be numbered 1 through 15 in the proposal document:

- 1) Interest Statement – Briefly describe the particular interest your firm has in the renovations project for which you are submitting qualifications.
- 2) Description of Firm – Provide the District information regarding the size, location, nature of work performed, years in business, and approach that will be used in meeting the needs of the District. The principals of the firm should be identified.
- 3) Experience Relative to District Needs – Provide a detailed summary of the firm's experience in Construction Management at Risk in the construction of educational facilities. Provide the following

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information for each project in “table” format:

PROJECT NAME AND LOCATION (List all NH projects)	OWNER'S NAME, ADDRESS, CONTACT PERSON & TELEPHONE NUMBER	AWARD DATE & COMPLETION DATE	PROJECT COST	TOTAL AMOUNT OF ALL CHANGE ORDERS

- 4) Background of Construction Management Firm’s Personnel – Identify all personnel who will be participating in the project and provide a brief resume of the pertinent experience of all personnel. (Projector Manager, Superintendent and Estimator) Designate who will be the primary contact with the Somersworth School Board. The submission of names shall be a commitment on the part of the firm to retain stated personnel on the project throughout its duration.
- 5) Experience with Federally Funded School Construction – This project will be funded by utilizing ARP ESSER Federal COVID-19 Relief funding. Describe the firm’s experience in Federally funded public school projects. Identify any projects that have gone over the approved amount.
- 6) Project Plan and Methodology – Briefly describe the process the firm would use as a Construction Manager to ensure that the needs of the Somersworth School Board will be satisfied and that construction will be completed in a cost effective and timely manner. Use this section to address the ability of the firm to undertake the construction project keeping in mind the other workload of the firm.
- 6) Financial Statement – A certified or authenticated financial statement dated at least since the end of the last fiscal year may be required if a firm is selected for an interview.
- 7) Other Work Under Contract – List work presently under contract and work that may be under contract through 2023.
- 8) Litigation – Please describe whether your firm is presently involved in, or has been involved in, any litigation, arbitration, mediation, disciplinary actions, or administrative proceedings.
- 9) References – List references including contact information (a minimum of five) public school contacts.
- 10) Other – Each firm is encouraged to provide any additional information or description of resources the firm feels is pertinent to this Request for Qualifications. The inclusion of a brochure is acceptable.
- 11) Please provide information on any high performance schools you have constructed and describe any challenges you may have encountered.
- 12) Provide preliminary construction schedule.
- 13) All firms need to submit proof of insurance and bonding qualifications for the total scope of the project.
- 14) **Construction Costs and Fees** – A preliminary estimate is to be included in the RFP response including all preconstruction fees, project management fees and estimated general conditions. CM to CMCs and estimated general conditions.

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III SELECTION PROCESS

The process that will be used by the Somersworth School Board in selecting a Construction Management firm to perform services as outlined in this RFQ will be as follows:

- A. The Somersworth School Board will select firms to be interviewed based on responses to this RFQ. The selected firms will be asked to complete a questionnaire regarding the firm's fee structure for the project to bring to the interview for discussion. After interviews, the Somersworth School Board will select one Construction Management firm. The selection of the Construction Management firm is conditioned upon the Construction Management firm signing the modified AIA A133-2009 within ten (10) days of its selection. If the Construction Management firm does not sign the contract within ten (10) days of its selection, the Somersworth School Board may withdraw its offer to the Construction Management firm and select an alternative Construction Management firm.
- B. All designs, concepts, information, and cost analyses presented by the Construction Management firm during the selection process shall become the property of the Somersworth School District and shall thereafter be used at its sole discretion.
- C. The Somersworth School District may at any time terminate the services and/or contract with the Construction Management firm at the District's convenience and without cause. In case of termination for the Somersworth School District's convenience, the Construction Management At Risk firm shall be entitled to receive payment from the Somersworth School District limited to actual documented expenses as of the date of termination as its sole remedy. In no event will the Somersworth School District be responsible for lost profits, compensatory or other consequential damages.
- D. After execution of the Agreement, and upon sufficient development of the design, the Construction Management firm shall prepare a guaranteed maximum price for the entire scope of the work and upon the District's acceptance of the guaranteed maximum price (GMP); it shall be added as an amendment to the Agreement. If the District does not accept the Construction Management firm's GMP, the District may terminate the Agreement without any liability or damages to the Construction Management firm.
- E. The Somersworth School Board decision with regard to the selection of the Construction Management firm shall be considered final. The Somersworth School Board reserves the right to investigate the financial responsibility of any and all bidders to determine the ability of the Construction Management firm to ensure service throughout the term of the contract.

IV EVALUATION PROCESS

Construction Management firms submitting Qualifications are advised that all submittals will be evaluated to determine the "best" firm that will be able to meet the needs of the Somersworth School District as determined by the School Board in its sole discretion. Evaluation will include, but not be limited to, the criteria listed below:

- A. Experience and expertise of the firm, particularly with public school construction in New Hampshire, and with Construction Management.
- B. Ability to meet the District's schedule and budget.

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- C. Proposal for fees for CM services and General Conditions.
- D. Project Plan/Methodology and a Statement of Interest as outlined in the proposal.
- E. Completeness of the Proposal. IN ORDER FOR A PROPOSAL TO BE CONSIDERED, SAID PROPOSAL MUST ADDRESS ITEMS OUTLINED IN THIS REQUEST FOR PROPOSALS.
- F. The oral interview and presentation: The Somersworth School Board reserves the right to determine firms that will be requested to appear for oral interview. Review and discussion of the questionnaire regarding the firm's fee structure for the project.
- G. References.
- H. All personnel assigned to this project.
- I. It is recommended that the firm have worked previously contracted with a public school system in a Construction Management capacity of similar size and nature.
- J. The firm must be able to show financial and managerial stability.
- K. Proposals not meeting the above minimum submission criteria and requested information described in the Request for Qualifications will be rejected.
- L. High performance green design and construction experience.
- M. Any and all other considerations that the Somersworth School Board in its sole discretion determines are in the best interests of the project.

NOTE: Any omissions or errors in this RFQ are not binding on the Somersworth School Board and/or Somersworth School District.

The Somersworth School District accepts no financial responsibility for costs incurred by any Construction Management firm responding to this request for qualifications.

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ESSER FEDERAL CONSTRUCTION CONTRACTING REQUIREMENTS

The contractor shall comply, and shall require any subcontractors to comply, with the following federal and state laws and all applicable standards, rules, orders or regulations issued pursuant thereto.

As a part of the project specifications, this Uniform Guidance Attachment heretofore referenced as “UG Attachment” is incorporated into any contract between the District and the Contractor. Capitalized terms not defined in this Attachment shall have the meanings assigned to such terms in the Contract. All references to the “Contractor” or “Company” or “Vendor” or “Provider” shall be deemed to mean the Contractor. This Contract will be funded in whole or in part with federal funding. As such, federal laws, regulations, policies and related administrative practices apply to this Contract. The most recent of such federal requirements, including any amendments made after the execution of this Contract shall govern the Contract, unless the federal government determines otherwise. This UG Attachment identifies the federal requirements that may be applicable to this Contract. The Contractor is responsible for complying with all applicable provisions. To the extent possible, the federal requirements contained in the most recent version of the Uniform Administrative Requirements for federal awards (Uniform Rules) codified at 2.C.F.R., Part 200, including any certifications and contractual provisions required by any federal statutes or regulations referenced therein to be included in this contract are deemed incorporated into this Contract by reference and shall be incorporated into any sub-agreement or subcontract executed by the Contractor pursuant to its obligations under this Contract. The Contractor and its subcontractors, if any, hereby represent and covenant that they have complied and shall comply in the future with the applicable provisions of the original contract then in effect and with all applicable federal, state, and local laws, regulations, and rules and local policies and procedures, as amended from time to time, relating to Work to be performed under the Contract.

When federal funds are expended by the District, the District reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Sanctions and Penalties (24 CFR 85.36(i)(1)) The District terminate this contract and impose appropriate sanctions and penalties if the Contractor violates or breaches any of the agreement terms.

Termination for Cause and for Convenience by the District (24 CFR 85.36 (i)(2)) When federal funds are expended by the District, the District reserves the right to immediately terminate any agreement in in the event of a breach or default of the agreement by Contractor for any reason whatever, to interrupt and terminate any part or all of the work or services required of the contractor under this contract with a ten (10) day written notice of such interruption or termination transmitted to the contractor by the District. Interruption of any part of all of the required work or services in excess of six months shall be considered termination. In the event of termination of any part or all of this agreement, without fault on the part of the contractor, the contractor shall be entitled to a pro-rata compensation for all work performed to the satisfaction of the District and pursuant to this contract. In order that the contractor shall receive payment under termination notice of any part of the work, all plans, drawings, survey results, tracings, field notes, estimates, specifications, proposals, sketches diagrams, and calculations, together with all other materials and data collected or prepared in connection with this agreement shall be first transmitted to the District in a form acceptable to the District.

Termination for cause. Events of default: Any or more of the following acts or omissions by the Contractor shall constitute an event of default hereunder (hereinafter referred to as “Events of Default”):

1. Failure to perform or complete any of the services as scheduled or as required by this contract;
2. Failure to maintain the records required hereunder or to permit access thereto;
3. Failure upon the request of the District to reimburse the District for payments used by the contractor for expenses other than for the provision of the services;

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4. Failure in the performance of any of its remaining obligations hereunder or default in any of the other covenants and conditions of this agreement.

Termination: Upon the occurrence of any Event of Default, the District shall thereupon have the right to terminate this agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof at least five (5) days before the effective date of such termination. In such event, all program events and all finished or unfinished documents, data, studies, surveys, drawings, maps, and reports prepared by the Contractor shall at the option of the District become the District's and the Contractor shall be entitled to receive compensation for any work satisfactorily completed hereunder; provided, however, that the amount of such compensation shall be solely determined by the District.

Notwithstanding the above, the Contractor shall not be relieved of liability to the District for damages sustained by the District by virtue of any breach of the agreement by the Contractor, and the District may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the District from the contract is determined.

Equal Employment Opportunity: Except as otherwise provided under 41 CFR Part 60, when funds will be expended by the District on a contract that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3, Contractor certifies it will comply with the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964- 1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction") During the term of an award for all contracts and subgrants for construction or repair, the Contractor certifies it will be in compliance with all applicable Davis-Bacon Act provisions. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in the applicable wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The District will report all suspected or reported violations to the Federal awarding agency.

Copeland Anti-Kickback Act (40 U.S.C. 3145), The Contractor will comply with the Copeland Anti-Kickback Act as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The District will report all suspected or reported violations to the Federal awarding agency.

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) The Contractor it will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act. Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or

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materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Rights to Inventions Made Under a Contract or Agreement If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and Contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” Contractor agrees to comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387) Compliance The Contractor it will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Certification of Compliance with EPA Regulations The Contractor certifies that the Contractor is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

Domestic Preferences for Procurements §2 CFR § 200.322. As appropriate and to the extent consistent with law, the Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section: “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. “Manufactured products” means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber contracts. Contractor agrees to abide by this provision and shall maintain records of such purchases for inspections by authorized agents of the District and federal agencies. The Contractor must obtain written exception from this provision from the District (who must get exception from DOE).

Debarment and Suspension (Executive Order 12549 and 12689) - A contract award must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235). Contractor certifies that during the term of an award for all contracts by the District resulting from this procurement process, the Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. This applies to all subcontractors of the contractor.

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) When federal funds are expended by the District, the Contractor certifies that during the term and after the awarded term of an award for all contracts by The District resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The Contractor further certifies that: (1) No Federal appropriated funds have been paid or will be paid for on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of

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congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement. (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member 13 of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. (3) The Contractor shall require that the language of this certification be included in the award documents for all covered sub- awards.

Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms The Contractor must take affirmative action steps including a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; b) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; e) Using the services and assistance, as appropriate, of such organizations as the Department of Transportation, Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Records Retention Requirements The Contractor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The Contractor further certifies that Contractor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Certification of Compliance with Energy Policy and Conservation Act Contractor certifies that the Contractor will be in compliance with mandatory standards and policies relating to energy efficiency which are required by state building codes.

Certification of Non-Collusion Statement Contractor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

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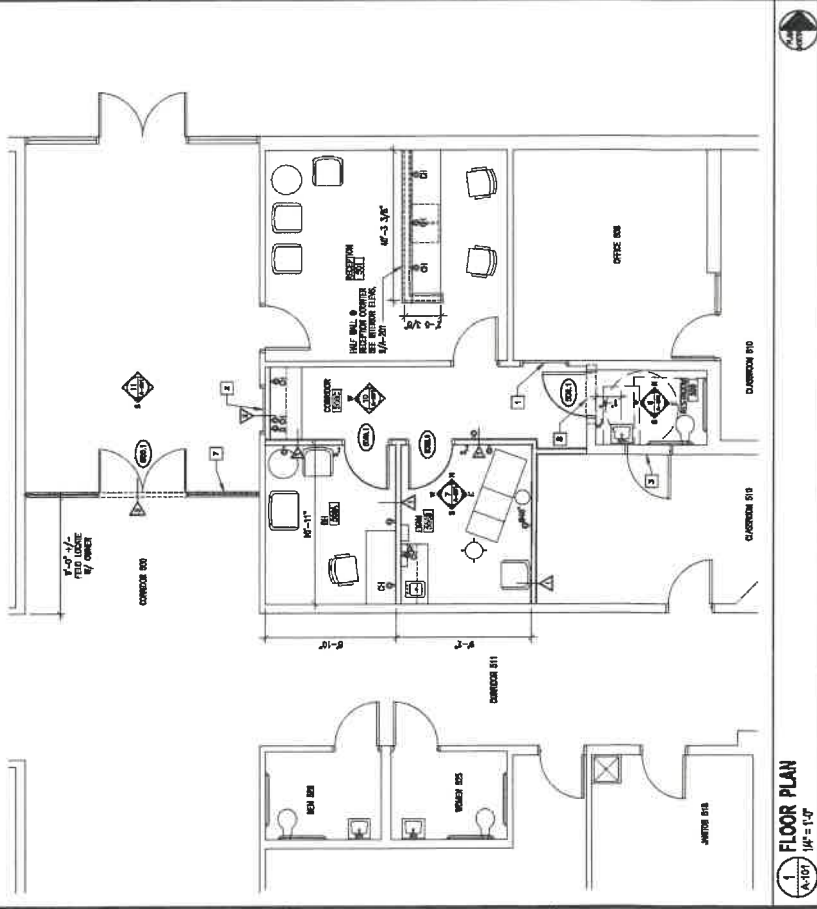
DOOR SCHEDULE									
DOOR				FRAME					
DOOR #	SIZE (W x H)	THICKNESS	TYPE	FINISH	ELEVATION	FINISH	ELEVATION	SET	REMARKS
DOOR 1	6'-0" X 4'-0"	1 3/4"	WMC STEEL	BRASS/ALUMINIZED	SEE ELEVATION	BRASS/ALUMINIZED	SEE ELEVATION	1	PRICE AS REQ ALTERNATE
DOOR 1A	5'-0" X 4'-0"	1 3/4"	SOLID CORE WOOD	PAINTED FINISH	A	YELLOW WOOD	PAINT. P1	1	
DOOR 1B	5'-0" X 4'-0"	1 3/4"	SOLID CORE WOOD	PAINTED FINISH	A	YELLOW WOOD	PAINT. P1	2	
DOOR 1C	5'-0" X 4'-0"	1 3/4"	SOLID CORE WOOD	PAINTED FINISH	A	YELLOW WOOD	PAINT. P1	3	

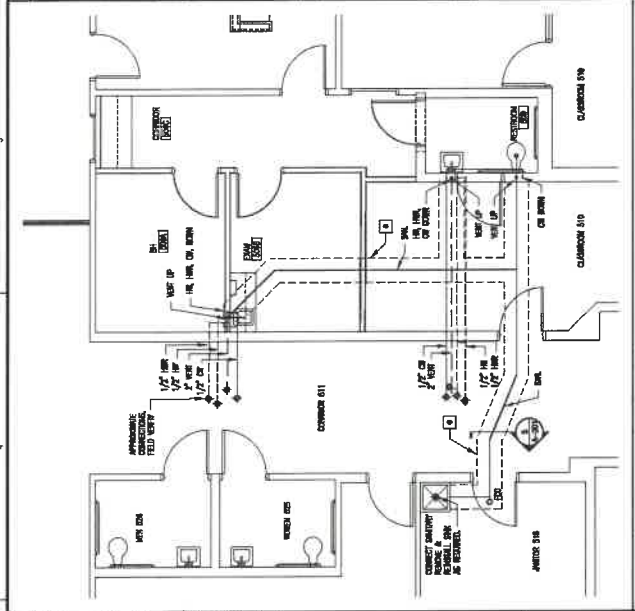
DOOR & FRAME ELEVATIONS

DOOR & FRAME SPECIFICATIONS

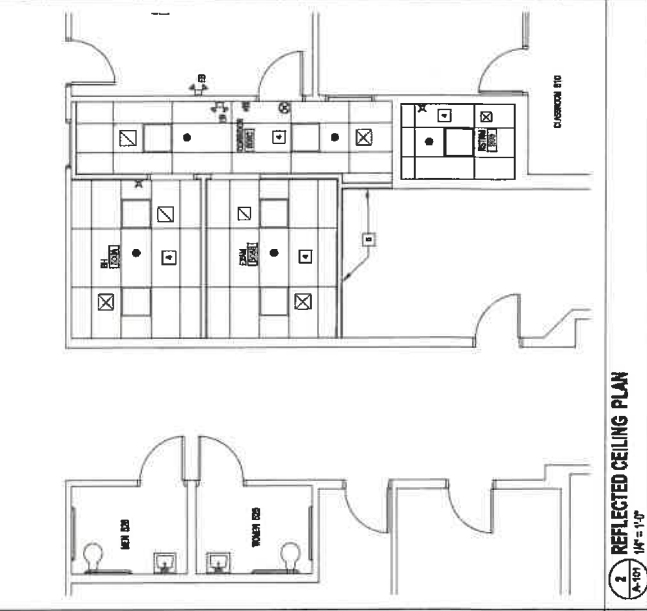
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PLUMBING PLAN (SCHEMATIC)
A-101 1/4" = 1'-0"



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[illegible]

"General Decision Number: NH20230023 04/07/2023

Superseded General Decision Number: NH20220023

State: New Hampshire

Construction Type: Building

County: Strafford County in New Hampshire.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none"> . Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none"> . Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/06/2023
1	01/13/2023

2 02/24/2023
3 04/07/2023

ASBE0006-014 09/01/2022

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 41.00	33.99

BOIL0029-005 01/01/2021

	Rates	Fringes
BOILERMAKER.....	\$ 38.08	25.70

BRNH0003-001 06/01/2020

	Rates	Fringes
BRICKLAYER.....	\$ 42.55	28.02

* ELEC0490-006 01/01/2023

	Rates	Fringes
ELECTRICIAN (Includes Low Voltage Wiring and Alarm Installation).....	\$ 33.30	22.05

ELEV0004-007 01/01/2023

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 68.38	37.335+a+b

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day and the Friday after Thanksgiving.

b. VACATION: Employer contributes 8% of basic hourly rate for 5 years or more of service; 6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.

* IRON0007-038 03/16/2023

	Rates	Fringes
IRONWORKER, REINFORCING.....	\$ 30.08	24.72

PLUM0131-004 06/06/2022

	Rates	Fringes
PIPEFITTER.....	\$ 38.50	25.05

SUNH2015-009 06/16/2017

	Rates	Fringes
CARPENTER, Includes Acoustical Ceiling Installation, Drywall Hanging, Form Work, and Metal		

Stud Installation.....	\$ 26.14	12.05
CEMENT MASON/CONCRETE FINISHER...	\$ 22.04	9.70
DRYWALL FINISHER/TAPER.....	\$ 24.80	0.00
GLAZIER.....	\$ 26.75	3.48
IRONWORKER, STRUCTURAL.....	\$ 24.16	12.42
LABORER: Common or General.....	\$ 17.92	12.72
LABORER: Mason Tender - Brick...	\$ 16.52	4.74
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 24.02	4.25
OPERATOR: Crane.....	\$ 27.42	3.83
OPERATOR: Loader.....	\$ 22.25	2.13
OPERATOR: Roller.....	\$ 23.56	3.28
PAINTER (Brush and Roller).....	\$ 17.13	0.00
PAINTER: Spray.....	\$ 22.99	3.28
PLUMBER, Includes HVAC Pipe Installation.....	\$ 24.60	9.40
ROOFER.....	\$ 19.55	0.00
SHEET METAL WORKER, Includes HVAC Duct Installation.....	\$ 24.88	5.46
SPRINKLER FITTER (Fire Sprinklers).....	\$ 31.29	9.78
WATERPROOFER.....	\$ 26.69	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union

average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISIO"