



TOWN OF CHESTER, NEW HAMPSHIRE REQUEST FOR QUALIFICATIONS/PROPOSALS

The Town of Chester, New Hampshire is soliciting qualifications & cost proposals from qualified firms interested in providing Construction Management (CM) Services relating to renovation work at Stevens Memorial Hall.

The purpose of the RFQ/P process is to identify qualified Construction Managers and competitive cost proposals to complete CM Services as outlined in the Scope of Work described later in this document. The firm ultimately selected by the Town will provide full construction management services for the duration of the renovation, as directed by the Town.

As Stevens Memorial Hall is listed in the National Register of Historic Places, it is expected that the *Secretary of the Interior's Standards for Rehabilitation* will be followed.

Two (2) hard copies and one (1) electronic copy on a USB flash drive of the response to this Request for Qualification/Proposal (RFQ/P) shall be submitted in a sealed envelope clearly labeled with the Respondent's name and "Request for Qualifications/Proposal Construction Management Services for Renovations to Stevens Memorial Hall" to the following address:

Debra H. Doda, Town Administrator
Stevens Memorial Hall RFP 01-15-2021
Town of Chester
84 Chester Street
Chester, NH 03036

Questions should be directed, in writing, to Debra Doda, Town Administrator, at ddoda@chesternh.org.

All proposals must be received no later than **Friday, February 12th, 2021 at 3:00pm** (time period may be extended at the discretion of the Board of Selectmen) to be considered. It is the sole responsibility of the responder to have the packet at the designated location prior to the deadline date and time. Faxed or emailed submittals will not be accepted.

All responses are governmental records subject to public disclosure under the Right-to-Know Law. The Town will not accept responses marked confidential in whole or in part.

Although photographs of various areas of damage are available upon request, the Town recommends that Stevens Memorial Hall be viewed by the bidder either on their own or with a Town representative prior to the submission of the bid. Please make arrangements to visit the site with Maintenance Supervisor Paul Cavanaugh at (603) 341-8673.



1. PROJECT DEFINITION:

Project Description

The renovation work for Stevens Memorial Hall is intended to include (but not necessarily be limited to) repainting of all exterior wood elements (siding, trim, ornament, etc.), repair or replacement of damaged copper gutters & downspouts, repair or replacement of all cornice trim (where roof edge trim meets shingles), and repair or replacement of damaged window elements (glass and/or sash framing). Additionally, alternates will be designed to include repair or replacement of copper roofing elements (tower and dormers roofs), repair or replacement of wood louvers on the tower, and repair or replacement of the flat roof material over the elevator addition on the south side of the building. All work will need to comply with regulations and guidelines for Historic Places, as the building is on the Registry of Historic Places as noted in the Invitation above.

The selected firm will be required to provide construction management services to assist as necessary and review construction documents currently under development and bring the project through the completion of construction.

The above description is preliminary and does not reflect the actual phasing or cost of the work. The scope and phasing of the project may be subject to change as the design develops.

2. CONSTRUCTION MANAGEMENT SCOPE OF SERVICES:

The following is an overview of the services that will be included in the contract to be negotiated between the Town of Chester and the selected CM Firm. The final Scope of Services, together with the CM fee, will be included in the final executed Agreement. In the event the Town cannot reach an agreement to the Town's satisfaction with the selected CM Firm, the Town reserves the right to terminate negotiations with no obligation to the apparently selected CM Firm and to enter into any agreement with any other party of its choosing.

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:

- Attending meetings with the Owner and/or Architect as necessary, throughout the design and construction processes.
- Providing recommendations regarding potential design improvements, materials, equipment selections, and cost/time saving alternatives.



- Assuming charge of, and responsibility for, all Project construction scheduling, including but not limited to, all construction activities as well as integrating the schedules related to work provided by the Owner's vendors/subcontractors.
- Assuming charge of, and responsibility for, all Project construction cost estimating. Construction Sub-bidding, including the pre-ordering of long lead items.
- Construction phase management, coordination, inspection, supervision, safety and quality control services.
- Construction phase records and accounting.

3. CRITERIA FOR SELECTION:

The purpose of this process, as previously stated, is to identify qualified firms that are the most capable of providing the described services. The following criteria, among others, will be used in the evaluation process:

- A. Construction Management philosophy and approach to construction in general.
- B. Prior Construction Management experience with projects of similar scale and complexity. A minimum of three (3) references shall be provided with contact information for each.
- C. Prior experience with renovation of buildings on the National Register of Historic Places.
- D. Professional qualifications of individuals assigned to the Project.
- E. History of effective schedule and budget management for projects of similar scale and complexity. If the Construction Manager is currently or in the past five (5) years has been involved in litigation or arbitration, the Construction Manager must provide a narrative describing the general nature of the litigation, the parties, their attorneys, if any, where the matter was filed, and its resolution.
- F. Construction Manager's Fees and not-to-exceed costs of General Conditions, however, price alone is not the determining factor in the selection process and the Town may select a Construction Manager that has not submitted the lowest price.
- G. Any other factors the Town in its sole discretion determines are appropriate.

4. GENERAL REQUIREMENTS:

- A. The Town reserves the right to accept or reject any or all proposals, to negotiate with



any or all qualified Construction Managers, and to waive any informalities in the RFQ/P process, and to enter into a contract with the Construction Manager whom the Town in its sole discretion determines is in the best interests of the Town even though the Construction Manager may not submit the lowest bid or proposal. Under no circumstances shall the Town be responsible for the cost of preparing any bid or proposal.

- B. It is the Town'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 Town.
- C. The Construction Manager Request for Qualifications/Proposal, Selection Process, and Schedule as outlined herein shall be considered subject to change as required by the Town. Terms and conditions of the Agreement between the Town of Chester, New Hampshire and Construction Manager shall take precedence over all prior understanding and/or Agreements, if any, including the RFQ/P.
- D. The Town of Chester, New Hampshire may at any time terminate the services and/or contract with the Construction Manager for the Town's convenience and without cause. In case of such termination for the Town's convenience, the Contractor shall be entitled to receive payment from the Town limited to actual documented expenses of the Construction Manager as of such date of termination as its sole remedy. In no event shall the Town be responsible for lost profits, compensatory or other consequential damages.
- E. 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 Town of Chester, New Hampshire. Monthly "Waiver of Liens" will be required prior to payment of the following month's invoice.
- F. The Construction Manager shall deliver at the time of execution of the Agreement, certificates of all insurance and policy endorsements required by this RFQ/P which shall be reviewed and approved by the Town. The certificates of insurance and policy endorsements shall contain the description of the Project and shall state that the companies issuing insurance will provide the Town ten (10) days' notice of cancellation, alteration or material change of any listed policies. The Construction Manager shall keep in force the required insurance for the period of the Agreement. At the request of the Town, the Construction Manager shall promptly make available a copy of any and all listed insurance policies. The requested insurance must be written by a company licensed to do business in New Hampshire.
- G. The Town of Chester shall be listed as additional insured on all the Certificates of Insurance.



- H. The Construction Manager shall require each subcontractor employed on the Project to maintain the coverages listed below unless the Construction Manager's insurance covers activities of the subcontractor on the Project.
- I. No operations under this Agreement shall commence until Certificates of Insurance attesting to the below-listed requirements have been filed with and approved by the Town:

Workmen's Compensation Insurance

- Limit of Liability (as required by statute) - \$100,000/\$500,000/\$100,000 per accident

Commercial General Liability

- Limits of Liability
- Commercial General Liability: \$1,000,000 per occurrence, \$2,000,000 aggregate
- Automobile Liability
- Limits of Liability - \$1,000,000 per accident (all owned, hired, scheduled or non-owned)

- J. The Construction Manager shall furnish a bond covering the faithful performance of the Agreement and a labor and materials payment bond covering the payment of obligations arising during the Agreement in an amount equal to 100% of the contract amount through a treasury listed company licensed to do business in the State of New Hampshire and in a form acceptable to the Town. All bonds must remain in effect for a period of not less than two (2) years following the date of Final Completion or the time required to resolve any items of incomplete work and the payment of any disputed amounts, whichever period of time is longer. Each bond must display the sureties bond number. Also, a rider including the following provisions shall be attached to each bond: "Surety hereby agrees that it consents to and waives notice of any addition, alteration, omission, change, or other modification of the Contract Documents. Any addition, alteration, change, extension of time, or other modification of the Contract Documents, or a forbearance on the part of either the Town or the Construction Manager to the other shall not release the surety of its obligations hereunder, and notice to the surety of such matters is hereby waived."
- K. To the fullest extent permitted by law, Construction Manager shall protect, indemnify, save defend and hold harmless the Town, including its officials, agents, volunteers and



employees (“Indemnified Parties”), from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs, interest and expenses, including but not limited to reasonable attorneys’ fees, which Indemnified Parties may become obligated or suffer by reason of any accident, bodily injury, personal injury, death of person, economic injury or loss of or damage to property, arising indirectly or directly under, out of, in connection with, or as a result of this Agreement or the activities of Construction Manager or its agents, employees, contractors or subcontractors, and even if caused in part by any negligent act or omission of Indemnified parties.

The Construction Manager’s obligations to defend, indemnify and hold harmless the Indemnified Parties hereunder shall survive the term of the Agreement.

The Town shall not be required to defend or indemnify the Construction Manager, any subcontractor or any professional services provider.

The Town of Chester is an equal opportunity employer. Qualified proposals will receive consideration without regard to race, color, religion, creed, age, gender or national origin.

5. SUBMITTAL REQUIREMENTS:

Submittal Documents – Format

Follow these instructions carefully:

In total, two (2) hard copies and one (1) electronic copy of the submittals, including attachments, are required.

The envelope in which the Submittals are delivered must be sealed and clearly labeled on the outside with the Respondent's name and the project identification, "Request for Qualifications/ Proposal for Construction Management Services For Renovations to Stevens Memorial Hall".

Submittals shall be delivered to the following addressee at or before Friday, February 12th, 2021:

Debra H. Doda, Town Administrator
Stevens Memorial Hall RFP 01-15-2021
Town of Chester
84 Chester Street
Chester, NH 03036

Proposals must be received by the time specified at the address listed above. Any proposals received after the deadline will not be considered.



Faxed or emailed submittals will not be accepted.

Submittal Content: Each Submittal shall be organized in the following order:

Outside Cover and First Page:

- The title, "Request for Qualifications/Proposal for Construction Management Services for Renovations to Stevens Memorial Hall"
- The name of the Respondent
- The Submittal date.

Transmittal Letter: Include a short Transmittal Letter. Proposals must be signed by a principal member of the proposing company capable of binding the company. Included with the signature should be the principal's written name, title, address, email address and telephone number.

Proposal Content: The proposal shall be written to describe the CM firms approach to complete the items described in the Criteria for Selection. Proposed Construction Manager's fees (expressed as a percentage of construction cost) for both the base contract and Owner authorized changes. Apportion the base fee into two parts, pre-construction (cost estimating and design/constructability review) and construction phases. Provide a not-to-exceed cost (in dollars) for General Conditions, based upon the attached list.

6. RESERVATION OF RIGHTS

- A. The Town of Chester reserves the right to reject all firms, decline to proceed with selection of any candidates, to request additional qualifications, and to make inquiries as may be necessary to verify qualifications.
- B. Nothing in this document shall require the Town of Chester to proceed with design and/or Construction services.

LIST OF GENERAL CONDITIONS

For the purposes of preparing fee proposals, Construction Managers are advised that the following shall be considered a complete and comprehensive list of allowable General Conditions. Should the proposer request any modifications, they shall be clearly stipulated in the Fee section of the Proposal:

- Building Permits
- Bonds
- Insurances



- Bond Premiums
- Builder Risk Insurance
- Additional Insurances as recommended by the Contractor
- Labor Burden on General Conditions Personnel
- Project Managers
- Project Superintendents
- Traffic Control
- Project Safety
- Travel Expenses
- Office Trailer
- Temporary Storage Trailers, Chemical Toilets, Telephones, Lights
- Temporary Power Cost, Heat, Heat Equipment, Enclosures
- Field Office Suppliers, Postage and Printing
- Daily Clean Up
- Dumpsters and Disposal
- Final Cleaning



Secretary of the Interior's Standards for Rehabilitation

Stevens Memorial Hall, which is listed in the National Register of Historic Places (#4000963), is a two and one-half story, wood-frame, Queen Anne Style civic building, with a modified rectangular plan, raised granite foundation, and a bracketed, slate-clad hipped roof with dormers and chimneys, dedicated in 1910. Designed by George G. Adams, Architect, of Lawrence, MA, this transitional, Colonial Revival-influenced property originally consisted of two detached buildings and was situated amidst an enclave of the Town of Chester's most important historic public buildings, private residences and sites, which spanned the 18th-20th centuries. Further information about this property can be seen in the National Archives at <https://catalog.archives.gov/id/77845612>.

1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.
2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.
3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.
4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.
5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.
6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.
7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.
8. Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.



9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.
10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.



PRODUCER Some Insurance Agency Name 100 Main Street City or Town, NH Zip		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER, THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
		INSUREERS AFFORDING COVERAGE			
INSURED Name of Provider or Vendor 111 Some Street or Drive City or Town, NH Zip		INSURER A: USA INSURANCE COMPANY INSURER B: AMERICAN INSURANCE INCORPORATED INSURER C: NH WORKERS' COMPENSATION INSURANCE CO. INSURER D: INSURER E:			
COVERAGES THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OF CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
INSTR.	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <u>Additional Insured</u> <input type="checkbox"/> GENERAL AGGREGATE <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/>	000P98298-A11 (Example #)	01/01/18	01/01/19	EACH \$1,000,000 FIRE DAMAGE \$ MED EXP (Any one) \$ PERSONAL & ADV \$ GENERAL \$2,000,000 PRODUCTS- \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> <u>Additional Insured</u> <input type="checkbox"/>	3KL3-0294993 (Example #)	01/01/18	01/01/19	COMBINED (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY (Per accident) \$ AUTO ONLY-EA \$ OTHER EA \$ AUTO AG \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/>				EACH AGGREGATE \$ \$ \$ \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH AGGREGATE \$ \$ \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS LIABILITY	A4145-33-PJ37 (Example #)	01/01/18	01/01/19	WC OTH- E.L. EACH \$100,000 E.L. DISEASE-EA \$500,000 E.L. DISEASE - \$100,000
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS TOWN OF CHESTER LISTED AS ADDITIONAL INSURED, WAIVER OF SUBROGATION APPLICABLE TO POLICIES LISTED ABOVE					
CERTIFICATE HOLDER		<input checked="" type="checkbox"/> ADDITIONAL INSURED; INSURER CANCELLATION LETTER: A & B			
Town of Chester ATTN: Board of Selectmen 84 Chester Street Chester, NH 03036		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OF REPRESENTATIONS AUTHORIZED REPRESENTATIVE John Smith, CIC (EXAMPLE)			