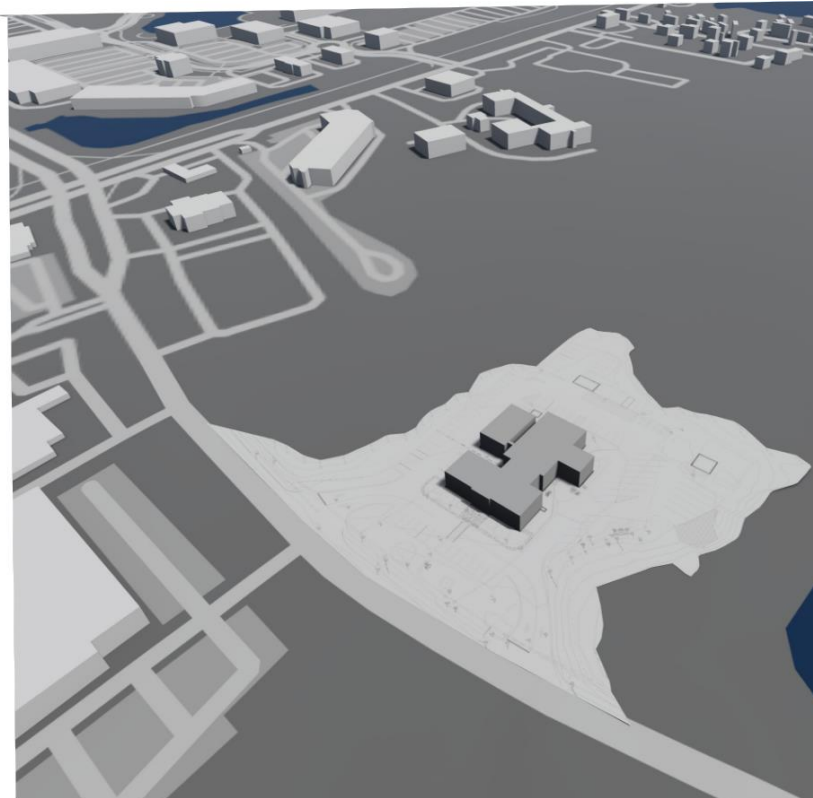


CONSTRUCTION MANAGER/BUILDER  
REQUEST FOR QUALIFICATIONS/PROPOSAL

*FOR*

***POLICE DEPARTMENT PROJECT  
SALEM, NEW HAMPSHIRE***



Existing Massing Model

**TOWN OF SALEM, SALEM, NEW HAMPSHIRE**  
**CONSTRUCTION MANAGER/BUILDER**  
**REQUEST FOR QUALIFICATIONS/PROPOSAL SUBMISSION**

**OVERVIEW**

- The Town of Salem, New Hampshire (the “Town” or “Owner”) the Municipal Building Advisory Committee (the “MBAC”) acting through its Owner's Project Manager (the “OPM”), Trident Project Advantage Group, is seeking qualifications/Fee proposal submissions for Construction Manager/Builder (the “CM/Builder”) services regarding the Police Department project consisting of the renovation and expansion, including all phasing and all associated utilities and site work, to its current facilities at 9 Veterans Memorial Drive, Salem, New Hampshire 03079 (the “Project”).
- The Police Department currently serves the community with approximately 102 employees in a 56 year-old building comprised of the original building, an addition in 1978 and modular trailer in 2008, totaling approximately 18,000 GSF. In addition to the updated space requirements of an increased police force and administrative staff, the Police Department has additional space needs for instructional/training and support space necessary to deliver its mission to the Town of Salem NH community.
- The anticipated Project construction budget is approximately \$23,000,000 including an expected duration of pre-bond vote (4 months+/-), preconstruction (8 Months+/-), and construction services (16 Months +/-). Design, consultant, soft costs Owner Contingency and FFE costs are separate and in addition to the construction budget.

**DUE DILIGENCE/PRE-BOND/PRE-CONSTRUCTION PHASE and CONCPETUAL  
MILESTONE SCHEDULE**

- The Town has contracted with The Galante Architectural Studio (“TGAS”) as the Designer. TGAS has undertaken program/space planning analysis including review; validation; and further recommendations for revisions and will provide full Architectural design, sub-consultant MEP engineering design and other required professional services to complete the Conceptual and Schematic Design, Design Development, mutually agreed upon Enabling Work, Early Release Packages and Construction Document Phase(s), and will provide Construction Administration, and Close-out services on the Project.

**DUE DILIGENCE PHASE EFFORTS**

It is expected that CM/Builder due diligence efforts will begin September 30, 2023, to assist the Project Team. Additionally, throughout the process, the CM/Builder shall provide conceptual budget estimates, schedule, and other supportive work, including but not limited to:

- Commence information gathering of existing data.
- Work with the Project Team and assist in performing existing conditions exploration efforts by providing on-site labor as required.
- Attend meetings with the Project Team regarding conceptual design options, systems options, phasing options, pros and cons of each, scheduling, and budget with VE concepts estimating data.
- It is the goal of the Police Department to arrive at a Preferred Conceptual Design Option and Conceptual Total Project Budget – Completed December 2023.

### **PREBOND PHASE**

- Schematic Design Document Efforts for design, building systems, phasing, etc. for Pricing– June 2023
- Complete Presentation Documents; Prepare and Accept IGMP and Schedule for Warrant Article – October 2023 – December 2023
- Public Meetings in Support of Project – Fall 2023 / early Winter 2024
- **Town Vote – March 2024**
- The Pre-Bond Vote effort for the designated CM/Builder shall commence on or about October 2023 and conclude with the Town Vote in March 2024. The pre-construction and construction period is currently anticipated to be no greater than thirty (30) months, with possibly multiple Substantial Completion delivery dates for agreed upon phasing.
- Design documents efforts will proceed immediately after a successful Bond Vote in March 2024.
- The OPM, in providing its project management services and in close coordination with the Police Department, is responsible for managing and facilitating the selection process for the Owner's ultimate decision on selection, with the supporting services of the Architect, and including integration of the CM/Builder into the current Project Team.

This response requires you to provide, among other items:

- i. a Due Diligence Phase period (September 15, 2023 – November 1, 2023) Lump Sum fee and reimbursables amount (with breakouts for each),
- ii. a Pre-Bond Vote period (October 1 – March 2024) Lump Sum fee and reimbursables amount (with breakouts for each),
- iii. a Design/Pre-Construction/FGMP period (April 2024 – December 2024) Lump Sum fee and reimbursables amount (with breakouts for each),
- iv. a Lump Sum CM percentage Fee amount,
- v. General Conditions amount per the outline schedule and services included in this RFQ/P and with details fully adhering to Exhibit C,
- vi. CM/Builder's proposed Construction Contingency amount or percentage values to be carried within the IGMP amount and FGMP amount based on the Project construction value stated in this RFQ/P,

- vii. your project team and qualifications for staffing for the duration of the Project, and
- viii. your firm's relevant experience and a list of references.

The Owner, through the Police Department and MBAC anticipates designating the CM/Builder on or about September 28, 2023, to quickly execute an Owner-CM/Builder Agreement, and to start due diligence/conceptual design efforts immediately thereafter.

- Project and Current Project Team

- |  |  |
|--|--|
| <ul style="list-style-type: none"> <li>• <u>Project</u><br/><b>SALEM POLICE DEPARTMENT</b><br/>9 Veterans Memorial Pkwy<br/>Salem, NH 03079</li> </ul>   | <ul style="list-style-type: none"> <li>• <u>Owner</u><br/><b>TOWN OF SALEM, NH</b><br/>33 Geremonty Drive<br/>Salem, NH 03079</li> </ul>   |
| <ul style="list-style-type: none"> <li>• <u>Owner's Project Manager</u><br/><b>TRIDENT PROJECT ADVANTAGE GROUP</b><br/>155 N Broadway, 2<sup>nd</sup> Floor<br/>Salem, NH 03079<br/>Gino J. Baroni, Principal-In-Charge<br/>Marc Lehoullier, LEED AP,<br/>Sr. Project Manager</li> </ul> | <ul style="list-style-type: none"> <li>• <u>Architect</u><br/><b>THE GALANTE ARCHITECTURAL STUDIO</b><br/>146 Mount Auburn St.<br/>Cambridge, MA 02138<br/>Theodore Galante</li> </ul> |

The Owner, Police Department, MBAC, OPM and the Architect require that the chosen CM/Builder has a successful track record for projects of similar size, scope, and phasing/complexity in an occupied police department environment (with a possible option for the Police Department to be relocated off site), and involving a collaborative Project Team approach with members of the Owner, the Owner's Project Manager, Police Department, and the Architect/Design Team.

Moreover, emphasis will be placed on the CM/Builder's experienced ability, by examples or reference, to provide comprehensive reliable budget/cost analyses, VE recommendations, schedule and phasing, safety plan and site logistics alternates for efficient and safe vehicular and pedestrian circulation to deliver its construction activities with concurrent use (police department operations will remain with a possible option for the Police Department to be relocated off site) of the existing facilities on various Project options.

Multiple budget/cost analyses, VE recommendations, schedule and phasing, safety plan and site logistics alternates and presentations will be required.

Additionally, emphasis will be on your firm's proven experience in following through each of the SD, DD, CD Phases, Pre-Construction efforts, and Enabling Work (as required), Early Release Package(s), Documents and Construction phases of the Project to confirm your firm's ability to meet the required deadline of completion of the total Project no later than 18 Months after mobilization, or earlier. This ability is of importance in order to provide the Project Team with grounded economic and schedule decision making

information. The CM/Builder is being brought on at this time to be a key member of the Project Team to complete the Town's and the Police Department's requirements for safety, cost, phasing, and schedule validation for Project, all for the benefit of the Police Department.

Your response to this RFQ/P and the interview of finalists is to allow the current Project Team to (i) meet the specific CM/Builder staff/team that is proposed for the Project, (ii) evaluate your provided experience regarding projects of similar size, scope, and phasing/complexity in an occupied environment, (iii) analyze your proposed methodology and project approach to achieve the Town's budget and schedule requirements in undertaking this Project, and (iv) develop an overall understanding, and assess its confidence in your firm and its CM/Builder capabilities with respect to the Project, the Project Team approach, and the Project's successful completion.

## **MINIMUM QUALIFICATIONS**

- New Hampshire business registration or foreign corporation status in the State of New Hampshire.
- Thorough knowledge of the New Hampshire State Building Code and regulations of the Americans with Disabilities Act.
- Thorough knowledge of New Hampshire and Salem, New Hampshire permitting and compliance laws as it relates to the work of a Construction Manager/Builder.
- Must provide evidence of financial capacity and stability.
- Must provide evidence of appropriate insurance coverages and limits via standard ACCORD certificate format, consistent with the minimum requirements set forth in the contract attached hereto as Exhibit F.
- Must have at least five (5) years prior experience evaluating, estimating (including VE efforts), and constructing Police and Safety buildings and building infrastructure systems (including installation of sustainable/green/energy efficient design) of occupied facilities of similar type, scope, complexity, and scale, including cost management and reporting systems, site specific safety program, QA/QC program, phasing, site logistics, punchlist management, and their proper implementation on at least two (2) successfully completed similar projects. Experience with such programs will be noted as a differentiator. Please include sample documents.
- Must have an established Safety Program and no major OSHA violations issued or fines assessed in the past three (3) years. Please include a sample document of your Safety Program.
- Must have the ability to present accurate job cost reports, transaction details, and committed cost reports in an "open book" basis. Must have the ability to accurately forecast projected job costs. Please describe the integration of your project management and job cost reporting program and include a sample document of the reports.
- Must have the ability to provide accurate, timely, and detailed Application for Payment and Lien Waiver documents, with full backup of all requested items for

payment.

- Please include and describe your firm's experience with projects that include an Owner's Project Manager.

## **QUALIFICATIONS/PROPOSAL SUBMISSION REQUIREMENTS**

### **SUBMISSION FORMAT AND DELIVERY LOCATION**

All submissions shall be provided in an 8-1/2"x 11" format. Mail or hand deliver submissions to:

Mr. Marc Lehoullier, LEED AP, Senior Project Manager  
**Trident Project Advantage Group**  
155 N Broadway, 2<sup>nd</sup> Floor  
Salem, New Hampshire 03079

Failure of mail or delivery services to deliver to meet the delivery deadline shall be considered a failure to submit. Submissions will be privately reviewed.

### **SUBMISSION DEADLINE**

All interested parties shall submit eight (8) hard copies and one electronic version on disk or thumb drive of their submission as noted in Exhibit D no later than:

**Friday, September 22, 2023 – 1:00 PM**

### **A. SCOPE OF SERVICES**

The successful CM/Builder will be retained to provide Due Diligence Phase Services and Pre-Bond Town Vote Services and if the Town Vote is positive in March 2024, continue with Preconstruction Phase services with the intent that the CM/Builder will, upon the Town's acceptance of a Final Guaranteed Maximum Price amount (the "FGMP") and Project safety, phasing and schedule presented by the CM/Builder and with the execution of Amendment No. 1 to the Owner-CM/Builder Agreement, continue on with CM/Builder services for the Construction Phase of the Project. If the Town's budget, schedule, phasing and safety goals are not achieved by or agreed to by the CM/Builder at any time, the Town specifically reserves, in its sole discretion and as its full right, to avail itself to all available options, including but not limited to, payment for services properly provided and documented, unencumbered ownership and full use of all work product produced by the CM/Builder, and the release of the CM/Builder from the Project. By submitting a response to this RFQ/P, the CM/Builder fully, freely, and unconditionally understands, acknowledges, and agrees to the above.

The selected CM/Builder's scope of work will involve Construction Management Services as described in AIA Document A133 (2019), Standard Form of Agreement Between Owner and Construction Manager as Constructor, and AIA Document A201 (2017), General Conditions of the Contract for Construction, both as modified by the Town of Salem and

included herein as Exhibit B. The selected CM/Builder shall execute said documents with the Police Department within ten (10) days of its designation. At the Town's sole discretion, the Town may make minor non-material changes to the form of contract. The CM/Builder's submission of a proposal in response to this RFQ/P shall be deemed an acceptance of all terms and conditions of the contract and an agreement to execute same without revision or modification within ten (10) business days after notice of designation or the Town will withdraw its designation and award the designation of this scope of services to another CM/Builder.

If there is no positive vote to proceed with the Project, the Town reserves its right to terminate any contracts or agreements, pay all amounts properly due and owing, and with no further obligations.

As a general overview of schedule and responsibilities of the CM/Builder, they will include, but not be limited to, the following:

### **Post Positive Town Vote - Conceptual Project Milestone Outline Schedule**

#### **Post Positive Bond Town Vote:**

##### **Design and Pre-Construction Efforts: April 2024 – December 2024**

- SD/DD/CD Phase Design with associated CM Estimates, VE Efforts, Phasing, Schedule Iterations/Reconciliations (IGMP to FGMP)
- 3<sup>rd</sup> Party Owner Consultants Procurement
- Permits, Submissions, and Other Filings
- Finalize GMP, Phasing, and Schedule
- Execute Amendment No.1 – GMP to the Owner/CM Builder Agreement

More specifically, but not limited to:

- The CM/Builder will participate in regularly scheduled meetings during the Preconstruction Phase. Investigations may proceed with prior notice and schedule approval.
- The CM/Builder shall prepare several estimates as stated above, including and IGMP within three (3) weeks of the issuance of the DD Documents, and present a FGMP within three (3) weeks of the issuance of the CD Documents, with each one containing proposed and detailed Project CPM Schedule and Phasing Plan to achieve substantial completion of the Project no later than 18 Months after mobilization, and each shall require Town's and Police Department's acceptance. This information shall include as a priority item any Early Release Packages required from the Architect.
- The CM/Builder shall create and maintain the Master Project Schedule. This task will include the tracking of planning, permitting, documentation of progress to schedule, as well as confirming the schedule(s) for subcontractor/vendor bidding and construction commencement and completion.

- The CM/Builder will assist the Town and Police Department in obtaining Project approvals from local, state, and other regulatory agencies.
- The CM/Builder will develop and provide, for the Town's, Police Department's, MBAC, OPM's and Architect's review and non-objection, a list of subcontractors/vendors of which the CM/Builder will obtain bids in each work package with an estimated value in excess of \$25,000.
- No less than monthly, the CM/Builder shall provide reports, in format satisfactory to the Town, Police Department, OPM on budget, schedule, and constructability issues impacts and value engineering options as they occur in order to preserve the original design, budget, phasing and schedule intent.
- Prior to the release of any work, the CM/Builder shall provide solicitations and presentation of proposals in the form of bid-tabulations from a minimum of three (3) sub-contractors in each work package with an estimated value in excess of \$25,000, with the CM/Builder's recommendation, for the Town's, Police Department's, OPM's and Architect's review and non-objection.
- Where adjustments are required to achieve budget or schedule, the Project Team will consider, and the CM/Builder shall provide, CM/Builder alternatives, value engineering items, and other suggestions, and make recommendations to the Town, Police Department, OPM, and Architect. Responsibility for final decisions shall remain with the Town and OPM in consultation with the Architect.

More specifically, but not limited to:

- The CM/Builder will assist the Police Department in obtaining any remaining Project approvals from local, state, and other regulatory agencies.
- The CM/Builder shall supervise and manage the construction Work to ensure that the Project is completed within the agreed upon FGMP amount, phasing, and schedule, and with the quality required. The Police Department requires a minimum of a full-time Project Manager for the Project and a full-time and on site Superintendent. Where and when there has been a deviation from the FGMP amount or the last agreed upon Project schedule or phasing, or required quality, then recommendations shall be proposed to the Project Team by the CM/Builder and discussions held on how to remedy the situation for recommendations to the Town, Police Department, and OPM, in consultation with the Architect.
- The CM/Builder will develop, maintain, and communicate to the Project Team as part of a detailed monthly report all issues regarding the Project Construction Schedule and phasing, including a clear delineation of critical path items using CPM scheduling software, on a minimum of a monthly basis.
- The CM/Builder will conduct a monthly review and provide a detailed monthly report of the Construction Cost status of the Project with the Project Team, including an executive summary, a detailed presentation of all Potential Change Orders ("PCO"s) and Change Orders ("CO"s), as well as General Conditions costs to date and projections to completion, CM Contingency use and projections to completion, Winter Conditions use and projections to completion, and Allowance use and projections.



- The CM/Builder will prepare and distribute construction management correspondence and Reports to include, but not be limited to, the following: Timely and Substantive Meeting Minutes, Shop Drawings Log, Request for Information Log, Field Observation Memoranda, Coordination of Work and Drawings, Commissioning Plan, Record Drawings Log, and Operation and Maintenance Manuals.

## **Substantial Completion Dates by Phase, Associated FF&E, and Commissioning**

**Project Final Completion Date:** 16 Months after a written Notice to Proceed.

Actual milestone calendar dates and schedule will be established post execution of the Owner/CM/Builder Agreement as part of the execution of Amendment No. 1 to the Owner/CM/Builder Agreement which, among other items, shall establish the Final Guaranteed Maximum Price and Schedule of the Project.

### **B. PREVIOUS EXPERIENCE**

- a) Please provide the following information for a maximum of five (5) previous projects completed by your firm that demonstrate your qualifications for the Police Department Project for the Town of Salem, Salem, New Hampshire:
  - name and description of the project
  - size (gross square feet)
  - nature of work (new vs. renovation vs. restoration)
  - type of contract (LS, GMP, Cost-Plus)
  - construction cost
    - Initial
    - Final
  - duration
    - Initial
    - Final
  - unique challenges or similar challenges to this Project
  - proposed staff to this Project and assigned to the referenced project and their responsibilities
  - phone/address of the Police Department/Owner, Owner's Project Manager, and the architect
- b) Please provide evidence by examples or testimonials which demonstrate your firm's capacity and experience in successfully providing a Base Budget, to IGMP to FGMP amount and associated project schedule and phasing and adherence to same.

### **C. PROJECT APPROACH AND CONTROL**

Please provide your firm's overall project approach as it relates directly to this Project, including Cost, Schedule, Phasing, and Site Safety/Security controls to be utilized.

**D. PROPOSED TEAM**

Please identify all members of the proposed team from your firm that will provide the necessary staffing resources to meet the Project schedule, including education, years of experience, and related project experience. Include resumes and the availability of each person for your proposed team. Indicate the expected monthly dedication of time of each team member, their location (home office or on site), and their hourly billable rate. The CM/Builder shall designate a single point person for the Project who has the CM/Builder's authority to act on behalf of the CM/Builder and to facilitate and coordinate for effective communications between the CM/Builder and the Project Team. Any proposed change to personnel shall be in writing and require the written approval of the Owner.

If applicable, list any outside consultants with a description of the firm, the services provided and your previous experience working with each.

**E. OFFICES AND CURRENT WORKLOAD**

Please provide a list of your Home Office location and any Branch Office locations that would provide staff or services for this Project. Provide the location which will be responsible for this Project and provide a description of all your currently active construction projects of your office location that will be responsible for this Project, including responsibilities and time constraints on those projects for any of your proposed team members that might affect their ability to actively participate on the Project Team. Time constraints of personnel shall not affect the Intermediate Substantial Completion dates.

**F. INSURANCE AND LIST OF CLAIMS & LITIGATION**

Please provide your insurance coverage limits and EMR values for the last three (3) years, and a summary of past, present and pending litigation activity dealing with architectural/client issues. Please provide your standard insurance coverages on the insurance industry Accord form.

Provide a complete list of all projects on which monies were paid by your firm, or on your firm's behalf, as a result of a claim occurring within the last seven (7) years and in excess of \$25,000 per claim.

Detailed information regarding the project, client names, and an explanation of the circumstances surrounding the claims must be provided and past, present and pending litigation activity dealing with client, architect or project issues occurring within the last seven (7) years in excess of \$50,000 per action. Detailed information regarding the project, client names, and an explanation of the circumstances surrounding the claims or litigation must be provided. Write "none" in this section of your response for each if the CM/Builder has not had any such claims or litigation.

**G. BONDING AND FINANCIAL CAPACITY**

Please provide a letter from your Bonding Company (not insurance broker) indicating your total bonding capacity as well as your single project limit and its willingness to bond your firm in the full amount of the Project's construction amount.

Please attest to your firm's possession of the requisite financial and credit resources to carry out this Project.

## **H. PROPOSALS**

- The Preconstruction Phase and Construction Services Phases duration is estimated to not exceed thirty (30) month (all work to obtain completion and delivery of the work and receipt of a Project Final Certificate of Occupancy) period.

Please provide:

- a) Initial review and comments on the maximum construction budget of \$23,000,000 for the proposed Police Department Project.
- b) Lump Sum fee and reimbursables amount (with breakouts for each) for your services during the Pre-Bond Vote period (October 1, 2023 – March 15, 2024).
- c) Lump Sum fee and reimbursables amount (with breakouts for each) for your services during the Design/Pre-Construction period (April 2024 – December 2024). After this period, any preconstruction efforts amount you feel necessary will be included in your fee total below in item e) as you will have commenced purchasing efforts and/or mobilized and commenced enabling work and construction.
- d) Lump Sum CM/Builder Fee amount or percentage value, General Conditions dollar amount with detailed listing and fully adhering to the milestone schedule included in the RFQ/P and by completing Exhibit C of this RFQ/P, completely. Listing of "cost of the work" in the General Conditions form is not acceptable.
- e) CM/Builder's proposed separate Construction Contingency amounts or percentage values to be carried within the IGMP amount and FGMP amount based on the Project construction value stated in this RFQ/P.
- f) Your project team and qualifications for staffing for the duration of the Project.
- g) Your firm's relevant experience and a list of references.
- h) List any union affiliations, labor obligations, or signatory agreements with your firm.
- i) Please confirm that you will provide a Feasibility/Conceptual Budget(s), Base Budget, IGMP, FGMP, project schedule and phasing within the durations stated in this RFQ/P.

- j) Please provide a matrix, by position designation with proposed names, of your billable rates for all said staffing positions anticipated for the duration of this Project.
- k) Please provide a project staffing schedule for the above Project schedule.

**I. VALUE ENGINEERING EXAMPLES**

Attach a sample list of past value engineering recommendations/pricing and a brief description in support of each items acceptance, and associated pricing, on past projects that you believe may be relevant on this Project.

**J. INQUIRES**

**Except for the OPM, do not contact the Police Department, the Design Team, or any of the other Project Team members unless you have been specifically directed to do so by the Owner's Project Manager.** You may submit written questions to this RFQ/P to Mr. Marc Lehoullier at Trident via e-mail [[mlehoullier@tridentgrp.com](mailto:mlehoullier@tridentgrp.com)] or in his absence to Anita Morrill at Trident via e-mail [[amorrill@tridentgrp.com](mailto:amorrill@tridentgrp.com)] no later than five (5) business days prior to the submission deadline. Questions will reviewed and answers may be compiled to be distributed to all invitees

**K. SITE INSPECTION/VISIT**

A pre-proposal submission site visit will be held on:

**Thursday, September 7, 2023 at 3:00 PM.**

Please meet at the Main Entrance of the Police Department. This visit shall last approximately one (1) hour or as needed. Please contact Marc Lehoullier to confirm your attendance.

**L. SUBMISSION DEADLINE AND INSTRUCTIONS**

**DEADLINE**

**Friday, September 22, 2023 – 1:00 PM**

**INSTRUCTIONS**

Email submissions will be accepted, with Eight (8) copies to follow of your RFQ/P Response and one electronic version on disk or thumb drive of your response submission should be delivered to Mr. Marc Lehoullier, LEED AP, Sr. Project Manager, **Trident Project Advantage Group**, 155 N Broadway, Salem, New Hampshire.

Promotional materials not directly associated with this specific RFQ/P are not desired and will not be considered during the evaluation.

Be as clear as possible in your submission. You are cautioned not to make claims or statements to which you are not prepared to substantiate nor commit to contractually.

**M. GENERAL**

- 1) Neither the Town of Salem, NH, Salem Police Department, MBAC, nor the OPM is responsible for any costs incurred by respondents regarding the preparation of submissions in response to the RFQ/P. All costs shall be borne by the respondents.
- 2) All submissions or materials provided in response to this RFQ/P shall become the irrevocable and sole property of the Town of Salem, NH and the OPM.
- 3) The Town, the Police Department and the OPM reserves the right to use any ideas, concepts, or data presented whether or not you are selected.
- 4) It is clearly understood by each respondent that all documents, drawings, specification, reports, maps, submissions and data bases and any other work product produced by the CM/Builder post contract execution and payment as required within said contract will become the property of the Town of Salem, New Hampshire. All documents produced are public documents and cannot be copyrighted by the CM/Builder.
- 5) This RFQ/P is not to be construed as creating any contractual relationship between the respondents and the Town of Salem, NH, MBAC, Police Department, Trident Project Advantage Group, Design Team, or any other party.
- 6) The Town of Salem, NH reserves the right to (i) accept or reject any and/or all submissions, or (ii) delay consideration of submissions, or (iii) to select the firm whose submission is not the lowest price and/or deemed in the best interest of the Town or the Police Department, or (iv) not to make any award.
- 7) By submitting a proposal and/or response, the respondent fully, freely, and affirmatively waives any claims or actions against the Town of Salem, NH, the Police Department, Trident Project Advantage Group, Trident Building LLC, the Design Team, or any other party associated with this Project.

**N. INTERVIEWS**

Responses will be reviewed to determine a final short list of firms that may be interviewed. The final schedule is not determined but will likely be held the week of September 25, 2023. If selected, you will be notified of interviews, the final interview schedule and location. The interview will consist of 45 minutes for presentation and 15 minutes for questions and answers. The interview will not extend beyond 60 minutes.

**O. SUMMARY OF RESPONSE ITEMS**

Please refer to Exhibit D as a summary list of required RFQ/P response items.

We understand and appreciate the efforts in responding to our RFQ/P.

Sincerely,

**Trident Project Advantage Group**



Gino J. Baroni, SMCE M.I.T.  
Owner and Managing Principal

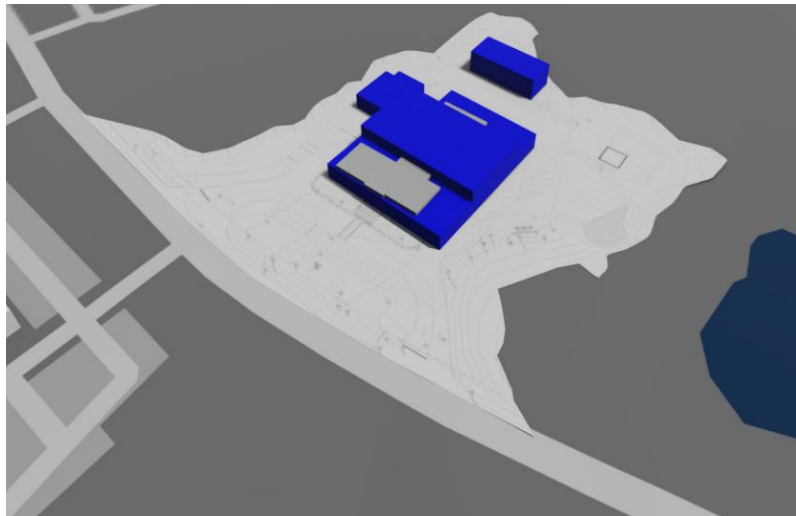
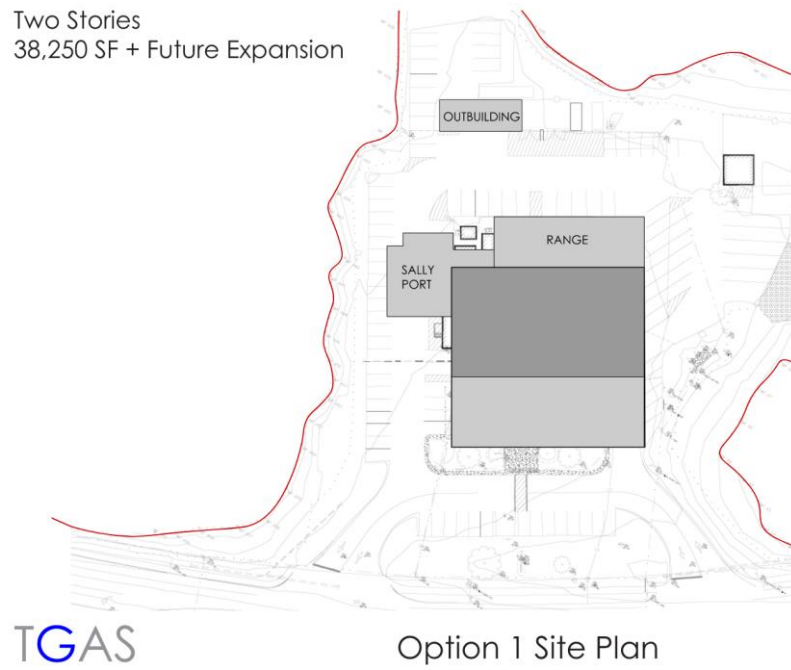


Marc Lehoullier, LEED AP  
Senior Project Manager

**Exhibit A**  
**Site Plan/Massing Options**

## Exhibit A

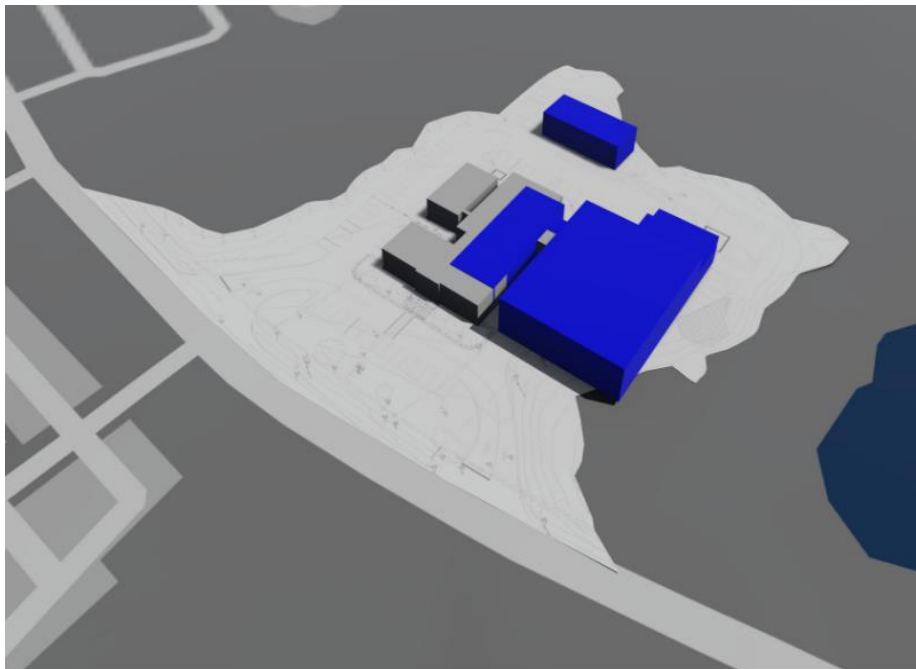
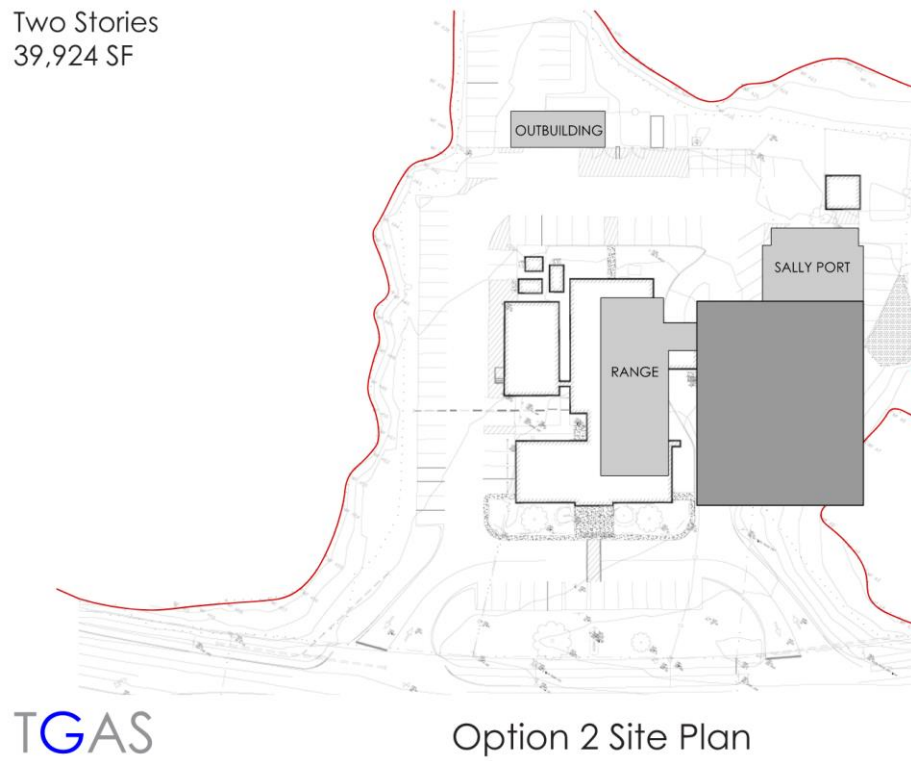
Two Stories  
38,250 SF + Future Expansion



### Option 1 Massing Model

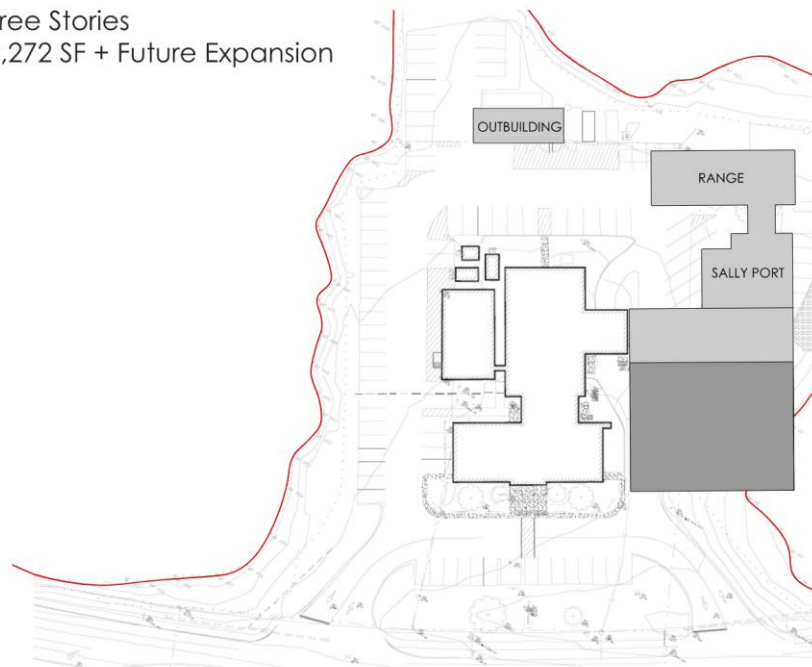


Two Stories  
39,924 SF



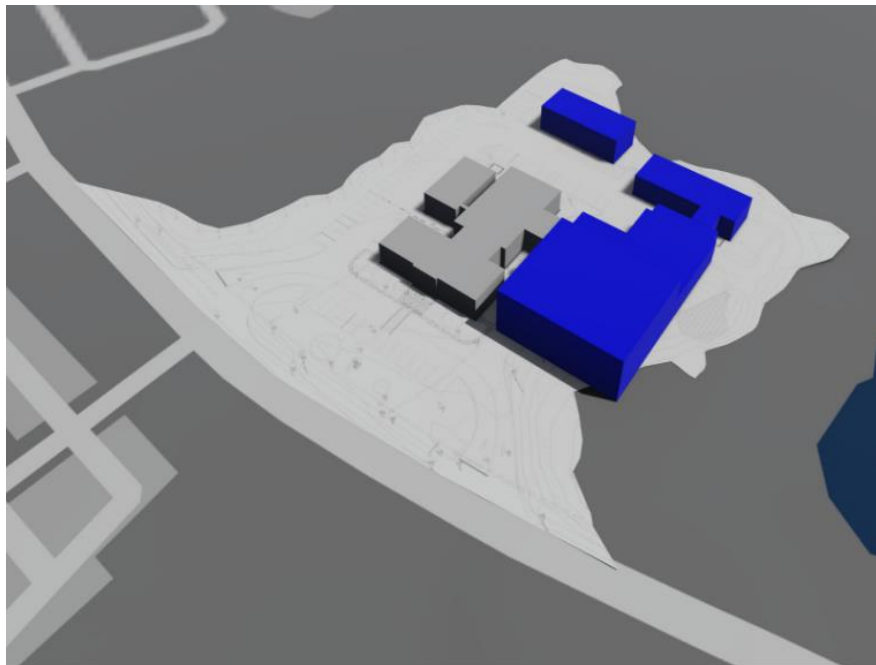
Option 2 Massing Model

Three Stories  
43,272 SF + Future Expansion



TGAS

Option 3 Site Plan



Option 3 Massing Model

**Exhibit B**  
**O-CM/Builder Agreement Documents**

**To Be Provided TBD to Confirmed Responders**

**Exhibit C**  
**Representative General Conditions List**

## Representative General Conditions/Requirements List

<b>ITEM DESCRIPTION</b>	<b>VALUE</b>
<b>SALARIES &amp; WAGES</b>	
FIELD (attach breakout on separate sheet)	\$
OFFICE – Direct Project Related (attach breakout on separate sheet)	\$
GENERAL/INCIDENTAL LABOR (attach breakout on separate sheet)	\$
ENGINEERING/SURVEY/LAYOUT	\$
ON-SITE SAFETY PROGRAM ADMINISTRATION	\$
ON-SITE QA/QC PROGRAM ADMINISTRATION	\$
FIELD OFFICE FACILITIES W/FURNITURE	\$
PHOTOCOPY & FAX	\$
OFFICE SUPPLIES	\$
BULK PLANS & DRAWINGS PRODUCTION	\$
CONSTRUCTION PROGRESS PHOTOGRAPHS	\$
PC EQUIPMENT AND CONNECTIONS	\$
COMMUNICATION EQUIPMENT	\$
SANITARY	\$
MEDICAL	\$
SAFETY ENCLOSURES/BARRICADES/RAILS/FENCING	\$
ALL OTHER TEMPORARY CONSTRUCTION	\$
ON-SITE EQUIPMENT RENTAL/LEASE	\$
SUPPLIES & PERISHABLE TOOLS	\$
PROGRESS CLEANING LABOR	\$
DUMPSTERS	\$
PROJECT SIGN	\$
UTILITIES USAGE	
TELEPHONE	\$
ELECTRIC CONSUMPTION	\$
WATER CONSUMPTION	\$
PROPANE/NATURAL GAS CONSUMPTION	\$
HEAT/VENTILATION/AIR COND. SYSTEMS – PRE-TURNOVER	\$
TRUCKING/VEHICLE EXPENSES	\$
SECURITY/WATCHPERSON/POLICE DETAILS	\$
SUBTOTAL 1	\$
GENERAL LIABILITY, AUTO, WC INSURANCE PREMIUMS	\$
COMPLETED OPERATIONS INSURANCE – 2 YRS.	N/C INCLUDED ABOVE
BUILDERS RISK INSURANCE PREMIUM	\$
PAYMENT, PERFORMANCE & LIEN BOND PREMIUMS	\$
SUBTOTAL 2	\$
NON-DISCRETIONARY PERMITS & FEES	\$
OTHER ITEMS (attach breakout on separate sheet)	\$
SUBTOTAL 3	\$
WINTER CONDITIONS	\$
<b>GRAND TOTAL</b>	<b>\$</b>

**NOTE: The intent of this list is to cover ALL of your General Requirements and General Conditions items. No such items will be allowed to be included in other areas of any budget, GMP, or trade payment breakdown. Each Line Item must include a cost. If no cost to be billed to Owner, then specifically enter zero ("0") in that box.**

**Exhibit D**  
**Summary of Required RFQ/P Response Items**

## **Exhibit D**

### **Summary of Required RFQ/P Response Items**

Email submission will be accepted followed by Eight (8) hard copies and one electronic version on disk or thumb drive of the following Qualifications information to:

Mr. Marc Lehoullier, LEED AP, Sr. Project Manager  
**Trident Project Advantage Group**  
155 N Broadway, 2<sup>nd</sup> Floor  
Salem, New Hampshire 03079

RE: "CM/Builder **Qualifications** Submission – Salem Police Department Project"

- Your firm's relevant experience and a list of reference;
- List any union affiliations, labor obligations, or signatory agreements;
- Confirmation that you will provide a Base Budget, IGMP, FGMP, project schedule and phasing within the durations stated in this RFP;
- Your project team and qualifications for staffing for the duration of the Project;
- Please provide a matrix, by position designation, of your billable rates for all said staffing positions anticipated for the duration of this Project;
- A project staffing schedule for the above Project schedule;
- A list of your Home Office location and any Branch Office locations and the office location that will be responsible for this Project;
- Your firm's list of any work that you would request acceptance by the Police Department to perform with your firm's in-house work forces;
- Your firm's sample Safety and Security Program document;
- Your firm's sample QA/QC Program document;
- Your firm's sample Punchlist Management Program document;
- Your project management and job cost reporting program, include a sample document of the reports, and describing your integration of same into this Project;
- A description of your firm's experience with projects that include an Owner's Project Manager;
- The following information for a maximum of five (5) previous projects completed by your firm that demonstrate your qualifications for the Police Department Project for the Town of Salem, New Hampshire:
  - name and description of the project
  - size (gross square feet)
  - nature of work (new vs. renovation vs. restoration)

- type of contract (LS, GMP, Cost-Plus)
  - construction cost
    - Initial
    - Final
  - duration
    - Initial
    - Final
  - unique challenges or similar challenges to this Project
  - proposed staff to this Project and assigned to the referenced project and their responsibilities
  - phone/address of the Police Department/Owner, Owner's Project Manager, and the Architect
- 
- Provide your firm's project approach to this Project, including Safety and Security, Cost and Schedule controls.
  - Provide your firm's proposed team and associated resumes.
  - Provide your firm's staff positions, project staffing schedule locations for this Project, and billable rates for the duration of this Project.
  - Provide your firm's current workload at the home office or branch office location that will be responsible for this Project, if any, and proposed team member constraints.
  - Provide your firm's insurance (including EMR for the previous three (3) years) and claims & litigation data.
  - Provide your firm's Certificate of Insurance form based on Exhibit F.
  - Provide your firm's bonding capacity and our Project specific letter(s), plus statement attesting to your firm's financial capacity to carry out our Project.
  - List of examples of relevant Value Engineering efforts.
  - Return of a fully executed Certificate of Non-Collusion (See Exhibit E).
  - Provide your firm's confirmation of New Hampshire business registration or foreign corporation status in the State of New Hampshire.

Under **separate envelope**, please provide eight (8) hard copies and one electronic version on disk or thumb drive of the following Fee information to:

Mr. Marc Lehoullier, LEED AP, Sr. Project Manager  
**Trident Project Advantage Group**  
 155 N Broadway, 2<sup>nd</sup> Floor  
 Salem, New Hampshire 03079

RE: "CM/Builder **FEE** Submission – Salem Police Department Project"

- Initial review and comments on the maximum construction budget of \$23,000,000;



- Lump Sum fee and reimbursables amount (with breakouts for each) for your services during the Pre-Bond Vote period (October 1, 2023 – March 15, 2024);
- Lump Sum fee and reimbursables amount (with breakouts for each) for your services during the Design/Pre-Construction period (April 2024 – December 2024). After this period, any preconstruction efforts amount you feel necessary will be included in your fee total below in item e) as you will have commence purchasing efforts and/or mobilized and commenced enabling work and construction;
- Lump Sum CM/Builder Fee amount or percentage value, plus separate General Conditions/General Requirements dollar amount with detailed listing and fully adhering to the milestone schedule included in the RFQ/P and by completing Exhibit C of this RFQ/P, completely;
- CM/Builder's proposed Construction Contingency amount or percentage values to be carried within the IGMP amount and FGMP amount based on the Project construction value stated in this RFQ/P;

**Exhibit E**  
**Certificate of Non-Collusion**

**EXHIBIT E**

**TOWN OF SALEM, SALEM, NEW HAMPSHIRE**

**CERTIFICATE OF NON-COLLUSION**

THE UNDERSIGNED CERTIFIES UNDER PENALTIES OF PURJURY THAT THIS RFQ/P SUBMISSION HAS BEEN MADE AND SUBMITTED IN GOOD FAITH AND WITHOUT COLLUSION OR FRAUD WITH ANY OTHER PERSON. AS USED IN THIS CERTIFICATION, THE WORD "PERSON" SHALL MEAN ANY NATURAL PERSON, BUSINESS, PARTNERSHIP, CORPORATION, UNION, COMMITTEE, CLUB, OR OTHER ORGANIZATION, ENTITY, OR GROUP OF INDIVIUDALS.

\_\_\_\_\_  
(Name of person signing & Title - printed)

\_\_\_\_\_  
(Name of Business)

Signed: \_\_\_\_\_

In Witness Hereof:

\_\_\_\_\_  
(Name of Witness - printed)

Signed: \_\_\_\_\_

This certification must be signed and returned with each respondent's submission

**Exhibit F**  
**Certificate of Insurance Example**

**Exhibit F**  
**Certificate of Insurance Example**

# Exhibit F

<b>Certificate of Insurance</b>				Issue Date (MM/DD/YY)	
PRODUCER		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.			
INSURED  <i>Subcontractor's/Seller's Name</i>		<b>INSURERS AFFORDING COVERAGE</b>			
		INSURER	A		
		INSURER	B		
		INSURER	C		
		INSURER	D		
<b>COVERAGES</b>					
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR 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.					
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	Limits
	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <div style="display: flex; justify-content: space-between;"> <div>CLAIMS MADE</div> <div><input checked="" type="checkbox"/> OCCUR.</div> </div> <div style="display: flex; justify-content: space-between;"> <div>OWNER'S &amp; CONTRACTOR'S PROT.</div> <div></div> </div> <input checked="" type="checkbox"/> ISO FORM CG0001 <input checked="" type="checkbox"/> CONTRACT'L LIAB. GEN'L AGGREGATE LIMIT APPLIES PER: <div style="display: flex; justify-content: space-between;"> <div>POL-ICY</div> <div><input checked="" type="checkbox"/> PRO-JECT</div> <div>LOC.</div> </div>	PER PROJECT AGGREGATE ENDORSEMENT 50' RAILROAD EXCLUSION ELIMINATED (10/01 & PRIOR OR EQUIVALENT)			EACH OCCURRENCE \$ 1,000,000 PRODUCTS-COMP/OP AGG. \$ 2,000,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 FIRE DAMAGE (Any one fire) \$ 500,000 MED. EXPENSE (Any one person) \$ 10,000
	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE	POLICY NUMBER			COMBINED SINGLE LIMIT \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	<b>EXCESS LIABILITY</b> <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	POLICY NUMBER			EACH OCCURRENCE 10,000,000 AGGREGATE \$ 10,000,000
	<b>WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY</b> <div style="display: flex; justify-content: space-between;"> <div>THE PROPRIETOR, PARTNERS, EXECUTIVE OFFICERS ARE:</div> <div><input checked="" type="checkbox"/> INCL.</div> <div><input type="checkbox"/> EXCL.</div> </div>	POLICY NUMBER			<input checked="" type="checkbox"/> STATUTORY LIMITS EACH ACCIDENT \$ *1,000,000 DISEASE-POLICY LIMIT \$ *1,000,000 DISEASE-EACH EMPLOYEE \$ *1,000,000
<b>OTHER PROFESSIONAL LIABILITY</b> The coverages provided shall be pursuant to insurance requirements contained in the Contract. Companies with a legal address outside of the State of New Hampshire must provide evidence of WC coverage in New Hampshire.					AGGREGATE \$ *EXCEPT WHERE UNLIMITED 2,000,000
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS					
All operations performed under <b>Town of Salem, NH, Police Department Project, 9 Veterans Memorial Parkway, Salem, NH.</b> The following are included as Additional Insureds (Endorsement ISO Form B, CG2010 (10/01) and CG2017 (10/01)) for all coverages except Workers' Compensation: Town of Salem, NH, and Trident Building, LLC, its directors, officers, employees, subsidiaries, affiliates, parent companies, agents and consultants. <b>The endorsement must also reflect that the coverage provided is Primary and Non-Contributory.</b> Waiver of Subrogation applies to all policies for all additional insureds. Umbrella policy applies excess of General Liability, Automobile Liability, and Employers Liability.					
<b>CERTIFICATE HOLDER</b>			<b>CANCELLATION</b>		
Town of Salem, NH c/o Trident Project Advantage Group Post Office Box 68 Salem, NH 03079			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED ** BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT .		
			<b>AUTHORIZED REPRESENTATIVE</b>		

\*\*NON-RENEWED OR MATERIALLY CHANGED

**Exhibit G**  
**Conceptual Project Schedule**

**EXHIBIT G**

**TOWN OF SALEM, NEW HAMPSHIRE**

**SALEM POLICE DEPARTMENT PROJECT  
CONCEPTUAL PROJECT MILESTONE OUTLINE SCHEDULE**

**Pre-Bond Marketing Town Vote Efforts:** October 2023 – March 2024

**Post Positive Bond Town Vote:**

**Design and Pre-Construction Efforts:** April 2024 – December 2024

**CM/Builder Subcontractor/Vendor Bidding Efforts:** January 2025 – March 2025

**Notice to Proceed to CM/Builder and CM/Builder On-Site Mobilization:** April 2025

**Commence Enabling Work and/or Construction:** April 2025

**Intermediate Substantial Completion Dates by Phase, Associated FF&E, and Commissioning:** To Be Determined

**Project Substantial Completion Date, Associated FF&E, and Final Commissioning:** Final Phase: September 2026

**Final Completion Date:** October 2026

Actual milestone calendar dates and schedule will be established post execution of the Owner/CM/Builder Agreement as part of the execution of Amendment No. 1 to the Owner/CM/Builder Agreement which, among other items, shall establish the Final Guaranteed Maximum Price, Phasing, and Schedule of the Project.

**END OF DOCUMENT**

